



# Solicitation COVER SHEET

## IDENTIFICATION

Number	RFQS 7200 BYS4011
Title	Northeast Austin District Plan
Summary	Engage community and develop a district plan for Northeast Austin as directed by resolution # 20201112-043.
Type	Request for Qualifications Statements (RFQS)
Version (Addenda)	0

## AUTHORIZED CONTACT PERSONS

Primary	Brenita Wilkison, Procurement Specialist III; (512) 974-3164; brenita.selement@austintexas.gov
Secondary	Cyrenthia Ellis, Procurement Manager; (512) 974-1709; Cyrenthia.ellis@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBRComplianceDocuments@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

## IMPORTANT DATES

### OFFERS DUE

Date and Time	Tuesday June 7, 2022, before 2:00PM Central Standard Time
Notes	See Solicitation Instructions, 5 Offer Submission.

### OFFER OPENING

Date and Time	Tuesday June 7, 2022, approximately 3:00PM Central Standard Time
Notes	See Solicitation Instructions, 5 Offer Submission.

### QUESTIONS DUE

Date and Time	Friday May 13, 2022, by 5:00PM Central Standard Time
Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

**PRE-OFFER CONFERENCE**

Conference (Yes/No)	Yes
Mandatory (Yes/No)	No
Date and Time	Wednesday May 11, 2022, at 1:30PM Central Standard Time
Location	Microsoft Teams
Notes	<b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="#">+1 512-831-7858,,562347095#</a> United States, Austin Phone Conference ID: 562 347 095#

**PUBLISHED**

Date	Monday, May 2, 2022
Available Online	<a href="https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm">https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm</a>
Available Hardcopy	Purchasing Office; 124 w. 8 <sup>th</sup> Street, Suite 300; Austin, TX 78701

**SOLICITATION DOCUMENTS**

Document name	Pages	Date
<b><u>Solicitation Packet – RFQS 7200 BYS4011 Includes the following:</u></b>		05/02/2022
<u>Solicitation Cover Sheet</u>	3	05/02/2022
<u>Solicitation Instructions</u>	9	05/02/2022
<u>Terms and Conditions</u>	21	05/02/2022
<u>Scope of Work</u>	8	05/02/2022
<u>Exhibit A: Resolution No. 20201112-043</u>	12	05/02/2022
<u>Exhibit B: Northeast Austin District Plan Boundary</u>	1	05/02/2022
<u>Exhibit C: Northeast Austin District Planning Area Jurisdictional Map</u>	1	05/02/2022
<u>Exhibit D: Northeast Austin District Planning Area and Austin's Eastern Crescent</u>	1	05/02/2022
<u>Exhibit E: Commitment to Change Statement</u>	4	05/02/2022
<u>Exhibit F: Contextual Information</u>	5	05/02/2022
<u>MBE/WBE/DBE Procurement Program Packet -Complete, and return</u>	19	05/02/2022

<u>MBE/WBE/DBE Availability List</u>	20	05/02/2022
<u>MBE/WBE/DBE Mailing Labels</u>	4	05/02/2022
<u>Offer and Certifications – RFQS 7200 BYS4011– <b>Complete, SIGN, and return</b></u>	<b>7</b>	05/02/2022

## NIGP CODES

## COMMODITY CODES

Code	Description
907	ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFES
91800	Consulting Services
90657	Land Development and Planning - Architectural
90664	Planning, Urban (Community, Regional, Areawide, and State)
90714	Architectural Services, Non-Licensed (Not Otherwise Classifi
91500	COMMUNICATIONS AND MEDIA RELATED SERVICES
91548	Graphic Arts Services (Not Printing)
9157355	OUTREACH SERVICES
91800	CONSULTING SERVICES
91812	Analytical Studies and Surveys (Consulting)
91826	Communications: Public Relations Consulting
91827	Community Development Consulting
91837	Economy Consulting
91889	Real Estate/Land Consulting
91892	Urban Planning Consulting
91896	Transportation Consulting
92561	Land Development and Planning/Engineering
96153	Marketing Services
96164	Real Estate Services
96190	Writing Services, All Kinds (Includes Resumes)
96194	Zoning, Land Use Studies
91527	Editorial Services
90740	Engineering Services, Non-Licensed(Not Otherwise Classified)



# Solicitation INSTRUCTIONS

Solicitation No.  
**RFQS 7200 BYS4011**

## 1 REQUEST FOR QUALIFICATION STATEMENTS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Offers to provide the services described in this Solicitation.
- 1.2 Documents.** This Request for Qualifications Statements ("RFQS" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.4 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.5 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

## 2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

## 3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.
- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish

one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.

- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. ([https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf)) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

#### 4 OFFER PREPARATION

- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Offer. Any exceptions included may negatively impact the City's evaluation of the Offer or may cause the City to reject the Offer entirely.
- 4.3 Offer Acceptance Period.** All Offers are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date.
- 4.4 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as "Proprietary". The City will, to the extent

allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any Offer contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.

- 4.5 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror 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 Subcontractor Utilization Plan as approved by the City (the "Plan").
- 4.7 Living Wages.** The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

## 5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

- 5.1 Electronic Offers.** Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation's eResponse function, available through the City's online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror's must first be registered as a vendor with the City of Austin in Austin Finance Online.  
See [Instructions, Submitting Offers in Austin Finance Online](#).
  - 5.1.1 Due Date and Time for Electronic Offers.** Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.
  - 5.1.2 Withdrawing Electronic Offers.** Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.
  - 5.1.3 Late Electronic Offers.** The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.
  - 5.1.4 Opening Electronic Offers.** The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.
- 5.2 Hardcopy Offers.** Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., FedEx, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation RFQS 7200 BYS4011 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFQS 7200 BYS4011 124 W 8 <sup>th</sup> Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

- 5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
- 5.2.2 Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.**
- 5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.
- 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.
- 5.3 Special procedures due to 2020 COVID-19 Pandemic.**
- 5.3.1 Confirmation of Submittals –** Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.
- 5.3.2 Withdrawing Hardcopy Offers –** Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: [PurchasingAdmin@austintexas.gov](mailto:PurchasingAdmin@austintexas.gov)
- 5.3.3 Solicitation Openings -** Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=66](https://www.austintexas.gov/financeonline/afo_content.cfm?s=66).

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.



**6 OFFER EVALUATION**

- 6.1 Minimum Responsiveness.** Offers are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Offer in accordance with Solicitation's Instructions and any further instructions within each Submittal. Offers that are not Minimally Responsive may be rejected.
- 6.2 Clarifications.** Any time after the opening of Offers, the City may contact Offerors to ask questions about their Offers contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Offer's contents.
- 6.3 Evaluation.** Offers that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Offers that are Minimally Responsive will be evaluated based on Evaluation Factors listed in the Submittals section of the Solicitation. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Submittal. The City's evaluation may be made without Clarifications or Discussions with Offerors.
- 6.4 Contract Development.** After evaluations are complete, the City will contact the highest evaluated Offeror and request a work plan for completing the Scope including pricing. The City will negotiate with this Offeror until a successful contract is negotiated and approved by both parties. If a contract can not be agreed to, the City will then request a work plan for completing the scope of work including pricing from the second highest evaluated Offeror. The City will then negotiate with this Offeror until a successful contract is negotiated and approved by both parties. If a contract cannot be agreed upon by this Offer the City will then proceed with the next highest Offeror, repeating this process with each sequential Offeror until a contract can be agreed to by both parties.
- 6.5 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Offers participate in interviews and/or presentations.

**7 CONTRACT AWARD AND EXECUTION**

- 7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Offer(s) based on the Evaluation Factors set forth in this Solicitation which the City is able to successfully negotiate a contract with. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Offer(s).
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

**8 ADMINISTRATIVE MATTERS**

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation



documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.

- 8.3 Reservations.** The City expressly reserves the right to the following: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation closing date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others) and/or (xiii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of an Offer or the process.
- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1** Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for Offers. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Offers. Any protest regarding the evaluation of Offers by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Offer.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.

**8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.

**8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.

**8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

## 9 DEFINITIONS

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.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Best Offer" means the best evaluated Offer in response to a Request for Qualifications Statements.

"Best Offeror" means the Offeror submitting the Best Offer.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, a Request for Qualification Statements.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Purchasing Office" refers to the Purchasing Office in the Financial Services Department of the City.

"Purchasing Officer" means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

"Request for Qualification Statements" means all documents utilized for soliciting Qualifications Statements.

"Responsible Offeror" means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

"Responsive" means meeting all the requirements of a Solicitation.

"Solicitation" means this Request for Qualification Statements or RFQS.

## 10. OFFER SUBMITTALS

- 10.1 Executive Summary.** In no more than three pages, provide an Executive Summary in brief, concise terms of your qualifications related to this RFQS. Include the number of years your organization has been in business, a summary of your organization's history and experience, and how your organization is the most qualified to carry out the Scope of Work
- 10.2 Authorized Negotiator.** Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- 10.3 Company Qualifications and Experience.** The Offeror must provide a description of their qualifications to assume the responsibilities required for this opportunity, including
- 10.3.1 Firm History and Presence.** Include how long your organization has been in business and general background of any organization identified in your offer.
- 10.3.2 Relevant Company Experience in EACH of the Evaluation Factors listed below in 11.1.** Ensure planned subcontractor's/subconsultant's experience is also represented:
- 10.3.2.1 Projects.** Narrative of at least three (3) projects of similar size and scope.
- 10.3.2.2 References.** At least three (3) references in which your organization has demonstrated successful experience providing services described in Evaluation Factors listed below. References must be aware that they are being listed and agreeable to City interview for follow-up, if deemed necessary by the City. Each reference listed shall include the following:
- 10.3.2.2.1 Organization**
- 10.3.2.2.2 Organization contract manager name and title, phone number, and email address**
- 10.3.2.2.3 Detail of the work completed for the organization and the category of service it falls into listed in 10.2.**
- 10.4 Personnel Qualifications and Experience.** Names and Qualifications of all professional personnel who will be assigned to this project. Identify key people by name and title. Provide all resumes and list of projects that show experience in the Evaluation Criteria areas.
- 10.5 Project management Structure.** A chart or other visual representation of the project team indicating reporting structures for personnel from the primary firm that also indicates the reporting structure to primary firm of any subcontractors.

### 10.5.1 Organization Chart.

## 11. Evaluation of Offers

### 11.1 Evaluation Factors

RFQS Evaluation Criteria – 10.3 and 10.4	Maximum Points
A minimum of ten (10) years of experience overall with three (3) of those years working in Texas (with no experience counted for either if it occurred prior to 2000) with diverse community stakeholders in creating equity-centered small area plans which are professionally reviewed for their equity impacts. These	25

planning processes shall have allowed community members of historically disinvested groups to collaborate on the plans' development, and whose communities benefitted from resulting growth and change. The resulting plans shall have been in plain-language, easy-to-read, and effectively communicate (visually and through text) complex ideas and concepts to lay audiences. Small area plans, or smaller-scale comprehensive plans should have employed district-level parks planning, contained collector roadway plans, employ siting analysis to locate local-serving retail and goods and services, and recommended building frontages that support multimodal and transit-supportive street cross sections.	
Experience in creating and executing participation plans that use multiple approaches techniques to reach a wide and diverse set of stakeholders. The execution of these plans should have also developed community capacity building, promoted community development, and engaged marginalized, or communities otherwise historically excluded from planning processes to magnify their voices, issues, and concerns. This includes collaborating with people and groups having local knowledge in engaging underserved Austin communities.	25
Experience with developing effective stabilization strategies for areas with populations at high risk of displacement.	15
The consultant team's (primary and subconsultants, if used) demonstrable project development and management experience in engaging diverse groups, especially those who have been historically underrepresented in planning processes; developing and implementing stabilization strategies; developing fiscally-constrained small area plans; scenario planning; real estate analysis; transportation planning; developing Equitable Transit Oriented Development station area plans; and public finance and capital investments.	10
Experience developing fiscally-constrained small area plans through planning processes that used scenario planning employing sustainability, resiliency, and equity-based indicators; that considered infrastructure requirements and implications of the scenario; transportation requirements and impacts; and considered the market implications of the scenarios.	10
Experience with developing Equitable Transit Oriented Development (ETOD) station area plans for fixed guideway, commuter-oriented transit, and rapid bus lines.	5
Experience with public financing mechanisms for capital investments and infrastructure and in planning for infrastructure investments in under-resourced and historically underserved areas experiencing displacement and/or gentrification pressures.	5
Experience in real estate market analysis as it related to land use and transportation planning and community development.	5
<b>Total</b>	<b>100</b>

**11.2 Interviews and/or presentations, Optional.** The City will score Offers on the basis of the criteria listed above. The City may select a "short list" of Offerors based on those scores. "Short-listed" Offerors may be invited for interviews or presentations with the City. The City reserves the right to re-score "short-listed" Offers as a result, and to make award recommendations on that basis.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

**1 GENERAL**

**1.1 TERM OF CONTRACT:**

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/subcontract
- C.
- D. or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

**1.2 INDEFINITE QUANTITY:**

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

**1.3 INVOICES:**

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. 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. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall 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.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting 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.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

**1.4 PAYMENT:**

- A. All proper Invoices received by the City will be paid within 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 §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 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 under the terms of this Contract, are filed or there is 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 demonstrates 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, §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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.
- 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 inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. 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 notice of non-appropriation.

**1.5 FINAL PAYMENT AND CLOSE OUT:**

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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.

**1.6 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.

**1.7 AUDITS AND RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance, including security audits, under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
  - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

**1.8 FINANCIAL DISCLOSURES AND ASSURANCE:**

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

**1.9 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. If 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.



**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

**1.10 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.

**1.11 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, (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. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

**1.12 TERMINATION FOR CAUSE:**

In the event of a default by either party, the non-defaulting party 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 defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

**1.13 ATTORNEY'S FEES:**

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

**1.14 TERMINATION WITHOUT CAUSE:**

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 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. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

**1.15 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.

**1.16 DELAYS:**

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**1.17 FORCE MAJEURE:**

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

**1.18 INDEMNITY:**

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- (1) "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- (2) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
- (3) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
  - i. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
  - ii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
  - iii. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
  - iv. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- v. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.
- B. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- C. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
- i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS REASONABLE COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
  - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- D. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- E. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

**1.19 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 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. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

**1.20 CONFIDENTIALITY:**

The Parties may be granted access to certain of the other Party's or Licensor's Confidential Information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Party or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing Party and its licensors. The receiving Party (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of disclosing Party, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

all cases, the receiving Party agrees to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective Order. The receiving Party agrees to use protective measures no less stringent than the receiving Party uses in its business to protect its own most valuable information. In all circumstances, the receiving Party's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit disclosing Party reasonable time to seek an appropriate protective order.
- B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- C. No expiration or termination of the Contract shall affect either Party's rights or obligations with respect to Confidential Information.
- D. The Parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
- E. The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

**1.21 TEXAS PUBLIC INFORMATION ACT:**

- A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. 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.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
  - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
  - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
  - iii. On completion of the Contract, either:
    - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
    - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

intentionally fails to comply with a requirement of that Subchapter.

**1.22 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.

**1.23 ADVERTISING:**

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

**1.24 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.

**1.25 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.

**1.26 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.

**1.27 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.

**1.28 ASSIGNMENT DELEGATION:**

The Contract shall be binding upon and ensure 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

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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.

**1.29 WAIVER:**

The claim or right arising out of a breach of the Contract cannot 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.

**1.30 MODIFICATIONS:**

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**1.31 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.

**1.32 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 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**1.33 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, 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.

**1.34 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.

**1.35 HOLIDAYS:**

Dates for the holidays observed by the City can be found here <https://www.austintexas.gov/department/official-city-holidays>

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.

**1.36 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.

**1.37 COOPERATIVE CONTRACT:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

**1.38 EQUAL OPPORTUNITY:**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination



**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

**1.39 SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor 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 Subcontractor 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 no later than the 10<sup>th</sup> calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that
  - i. Require that all Deliverables and services 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 follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- 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.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

**1.40 MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:**

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

**1.41 INSURANCE:**

**A GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:  
City of Austin Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767  
OR  
[PURInsuranceCompliance@austinTexas.gov](mailto:PURInsuranceCompliance@austinTexas.gov)
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating 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 B., Specific Insurance Requirements, 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 exposure,

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

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 greater than \$499,999 shall be disclosed on the Certificate of Insurance.
  - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
  - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.
- 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. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
  - ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$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. Independent Contractors coverage (Contractor/Subcontracted work);
      - c. Products/Completed Operations Liability for the duration of the warranty period;
      - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
      - b. 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:** 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:

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
- b. 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:** Contractor shall provide Professional Liability coverage, at a minimum limit of \$1,000,000 per occurrence, 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.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

## **2 SERVICES**

### **2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

### **2.2 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. Illegally use or possess a firearm, 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 illegally 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.

### **2.3 GUARANTEE – SERVICES:**

The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

industry standards and practices following 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 Final Acceptance Date. The maintenance period shall not begin until after the Final Acceptance Date and no associated maintenance fees will be charged until commencement of the maintenance period. 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 the services warranty 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 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.
- 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.

**2.4 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 current United States General Services Administration Domestic Per Diem rates as published and maintained online at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

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.

**2.5 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.

**2.6 LIVING WAGES:**

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

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

Solicitation. In addition, the City may stipulate higher wage rates in certain Solicitations in order to assure quality and continuity of service.

- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act.
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first Invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available on-line at [https://www.austinTexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of Contract award with the respective Invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the Contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in Paragraph C above to verify compliance with this provision.

**3 DEFINITIONS**

- 1. **"Affiliate"** – including but not limited to, (i) Contractor's parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Contractor as they may change from time to time and (ii) Users, as they may change from time to time.
- 2. **"Amendment"** – a written document executed by both Parties that modifies the terms of this Contract, including referenced attachments.
- 3. **"Authorized Persons"** – the Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract.
- 4. **"Change Order Request"** – the written document provided by the City to Contractor requesting changes to Contractor's obligations under this Contract.
- 5. **"Change Order Response"** – the written document provided to the City by Contractor in response to City's Change Order Request.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

6. **"City Confidential Information"** – (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential Information, (d) Personal Identifying Information, (e) Restricted Data , and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.
7. **"City Data"** – data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person.
8. **"City Identified Contact"** – the person or persons designated in writing by the City to receive security incident notifications.
9. **"City"** – the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.
10. **"Cloud Service"** – any Service made available to Users via the Internet from a provider's servers as opposed to being provided from the City's own on-premises servers. In this instance, it would mean such Services provided by the Contractor.
11. **"Confidential Information"** – all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; **"City Confidential Information"** is a subsets of Confidential Information.
12. **"Contract"** – the final general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor and any attachments and appendices attached thereto.
13. **"Contract Price"** – the total amount to be paid to Contractor under any Purchase Order as it may be adjusted or changed in accordance with the terms of the final Contract.
14. **"Contractor"** – the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
15. **"Contractor Information"** – all techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractors in connection with the Services provided to City.



**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

16. **“Contractor Software”** – software that was developed or licensed to Contractor independent of this Contract and which Contractor utilizes to provide the Subscription Services or the Non-subscription Services.
17. **“Data Breach”** – the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City’s or City’s customers’ unencrypted Personally Identifiable Information or City Confidential Information.
18. **“Documentation”** – the documentation created by the Contractor for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Contractor shall make no claim to such Deliverables.
19. **“Facility”** – the City designated facility or location set forth in the Purchase Order where Services are to be performed by Contractor or Supplier or software installed.
20. **“FACTA”** – the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x.
21. **“Final Acceptance Date”** – the date upon which the City confirms that all Services and Work Products have been completed and tested and function in accordance with the terms of the Contract.
22. **“IaaS Subscription Schedule”** – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the IaaS services.
23. **“Infrastructure-as-a-Service” (IaaS)** – the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).
24. **“Non-Public Data”** – data typically considered internal and used for city business or mission needs. All information is considered Non-Public unless otherwise classified or explicitly defined through the Information Governance Program or official policy or procedural documents.
25. **“Public Data”** means data typically created for public release or released to the public through management decision and/or a public information request.
26. **“Restricted Data”** means data typically exempt from public disclosure requirements under the provisions of applicable state or federal law. Examples of restricted information are regulated and confidential data.
27. **“Non-Subscription Services”** – the Services provided to City by Contractor under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Contractor

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

under this Contract, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other Services it provides.

- 28. **“PaaS Subscription Schedule”** – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the PaaS services.
- 29. **“Party” or “Parties”** – the City and Contractor, individually or together, as applicable.
- 30. **“Personally Identifiable Information”** – information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes, but is not limited to, personal information and/or personal data. Some forms of PII are considered Restricted Data and require additional protection, including, but not limited to, Sensitive Personal Information (SPI), Sensitive and/or Protected PII, and Protected Health Information (PHI).
- 31. **“Platform-as-a-Service” (PaaS)** – the capability provided to the City to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- 32. **“Purchase Order”** – the general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor under this Contract and any attachments and appendices attached thereto.
- 33. **“SaaS Software Application” and “SaaS Software”** – the computer software listed on a SaaS Subscription Schedule to which Contractor has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Contractor develops or deploys during the term of this Contract, together with all documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.
- 34. **“SaaS Subscription Schedule”** – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the SaaS Software Application.
- 35. **“Security Incident”** – any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or violation or imminent threat of violation of industry standard security practices.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- 36. **“Service Level Agreement” (SLA)** – a written agreement between both the City and the Contractor that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.
- 37. **“Service Levels”** – the performance specifications for work performed by the Contractor under a SaaS Subscription Schedule or Statement of Work.
- 38. **“Services”** – work, direction of work, installation services, technical information, technical consulting, software programming and development, software maintenance and support services, or other professional and technical services furnished by Contractor as described in detail in the final Contract.
- 39. **“Software”** – the computer programs in source code, object code or binary form or in any other form, including any related or included computer programs, whether owned by Licensor or licensed to Licensor by a third party which has authorized Licensor to sublicense such computer programs, and including any documentation or related materials concerning the application, use, training of users, theory of operation, maintenance or any other aspect of the Software.
- 40. **“Software-as-a-Service” (SaaS)** – the Services provided to the City to use the Contractor’s offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- 41. **“Specifications”** – those technical specifications attached to the Contract and to which the Services and Work Products supplied by Contractor must conform.
- 42. **“Statement/Scope of Work”** – a written statement of Deliverables including Services and, ultimately, the Contract, which describes the City’s Service needs and expectations.
- 43. **“Subscription Services”** – City’s access to and use of and Contractor’s provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.
- 44. **“Third Party”** – any natural person or legal entity other than Contractor and City.
- 45. **“Transition Date”** – the date upon which it is established to City’s satisfaction that the SaaS Software Application is stable enough to support City’s production processing.

**CITY OF AUSTIN  
STANDARD TERMS AND CONDITIONS**

- 46. **“User Information”** – all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor’s supervision or control.
- 47. **“User”** – City’s employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.
- 48. **“Work Product”** – all deliverables and other materials, products or modifications developed or prepared for City by Contractor under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Contractor under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Contractor’s Software.

**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

**1.0 Purpose**

The purpose of this solicitation is to execute a contract with a contractor to create a people-centered, equity-focused planning process in the creation of the *Northeast Austin District Plan* (NEADP).

**Northeast Austin Planning Area**

The area to be covered by the plan is based on the five census tracts surrounding the 208-acre Colony Park Sustainable Community Initiative project site. The approximately 30 square mile District is bounded by U.S. Highway 183/Ed Bluestein Boulevard to the West, US Highway 290 to the North, SH 130 to the East and FM 969 and the Colorado River to the South (See Exhibit B).

**Objective**

The NEADP will be a comprehensive, small area plan that will provide long-range guidance for regulations, investments, subsequent planning efforts, and public-private partnerships to support the future evolution of northeast Austin as called for in [Resolution No. 20201112-043](#) (See Exhibit A).

The objective of the plan is to review past inequities and disinvestments in services and infrastructure within the District and address them and provide guidance for

- Creating and maintaining great neighborhoods
- Spurring economic development
- Creating and retaining stable jobs
- Improving connectivity
- Retaining long-term residents and businesses
- Providing high-quality public spaces.

The plan shall have general and specific goals and recommendations to address and implement the City Council's policy directions contained in the *Imagine Austin Comprehensive Plan* and its elements such as the *Strategic Housing Blueprint* and the *Austin Strategic Mobility Plan* (ASMP) and the goals presented in the resolution calling for the plan's development.

An important goal of this planning process is to develop goals and recommendations to maintain long-term affordability for current residents as well as businesses. Because of significant differences in the tools available within and outside of City limits, varying approaches will be needed to address gentrification pressures within Austin and in unincorporated Travis County.

**2.0 Term of Contract**

This Contract shall remain in effect for a term of sixty (60) months or the City terminates the Contract.

**3.0 Background -About the City of Austin**

The City of Austin, Texas, with a 2022 population approaching or slightly above one million people, is the 11th largest city in the country. Since the beginning of the 20<sup>th</sup> century, Austin's population has doubled about every 20 years, with significant, continued growth

**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

expected this decade and beyond. The popularity of the city is reflected in its inclusion at the top of numerous “Best of” lists for business, entertainment, cost of living, and quality of life. As the home of state government, the “Live Music Capital of the World”, and its emergence as a technology hub, Austin has gained worldwide attention as a center for entertainment, education, business, health, and sustainability.

However, Austin has a long history of systemic racism and racial inequity that continues today. Throughout its history, communities of color have been excluded, marginalized, and discriminated against due to City policies and practices. This history was reinforced by segregationist and exclusionary policies affecting all aspects of life for communities of color including schools, public parks, and commercial businesses, among others.

One of the most disheartening chapters of this legacy was the City of Austin’s Master Plan of 1928, which divided Austin along racial lines by moving community services for African American and Hispanic/Latinx residents to East Austin. African American and Hispanic Austinites who tried to settle in areas outside of the designated district were often denied access to services such as utilities and public schools. Despite these challenges, communities of color in Austin developed strong, close knit, and vibrant communities.

While Austin was recently recognized by US News and World Report as “The Best Place to Live in the U.S.,” the City also makes national lists as a city with severe inequality. In 2015, the University of Toronto’s Martin Prosperity Institute listed Austin as the most economically segregated city in the country. Legacies of displacement by wealthier, white Austinites and lack of access to opportunity for people of color have marked the city with continued racial disparities.

On November 12, 2020, the Austin City Council adopted Resolution No. 20201112-043 which directed staff to develop a scope and seek professional planning services to develop a plan to preemptively address these issues in the Northeast Austin District.

#### **4.0 Requirements: Contractor**

The Contractor shall demonstrate qualifications and prior experience performing the services to manage and integrate the contextual information (see Exhibit F, Contextual Information) for the Northeast Austin Planning Area and provide associated reports when necessary.

##### **4.1 Public Participation, Community Engagement, and Community Capacity Building Plan**

**4.1.1** Creation of this plan which serves as the guide for the engagement process. It shall be dynamic and be updated to respond to new information as it becomes available or changing conditions. The plan shall identify the different populations/groups within the District and present approaches and pathways for community engagement. Strategies and specific steps for capacity building within the various community groups within the District shall be required. Capacity building shall include elements that inform the community about programs and services available to them. Plan shall include approaches to compensate

**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

community members for their participation for activities such as focus groups and for assistance in targeted outreach. Document shall build off the *Public Engagement and Outreach Framework*.

- 4.1.2 Utilize the Plan's strategies, approaches, techniques, and methods to engage with the District's stakeholders and build community capacity to empower groups historically not involved with planning processes.
- 4.2 Creation of **the Northeast Austin District Public Finance Strategies Analysis**—This analysis shall review the current state of the district and will develop property tax and sales tax revenue forecasts report based on current conditions and a "business as usual" future scenario with a 15 to 20-year time horizon report. Once future land use scenarios are developed as part of the iterative planning process, this analysis shall be revised to reflect the potential future impact of the alternatives on the NEAD. If the adoption draft land use scenario is substantively different from the future land use scenarios, this analysis will need to be applied to that scenario.
- 4.3 Creation of **the Northeast Austin District Economic Development Analysis**—This analysis shall focus on strategies and recommendations for the District to:
  - 4.3.1 Grow the jobs base and retaining existing jobs
  - 4.3.2 Incentivize the location of a full-service grocery store and other local-serving retail and identifying the geographic, demographic, market, and spatial needs for the grocery store and other retail
  - 4.3.3 Prevent commercial displacement and preserving long-term commercial and residential affordability.
  - 4.3.4 Meet the specific goals for this analysis from Resolution No. 20201112-043.
  - 4.3.5 Involve the Austin Economic Development Corporation (AEDC) and the Economic Development Department (EDD) in supporting these activities
  - 4.3.6 Explore of public financing benefits from considering the projects on a district-scale, including, but not limited to, Tax Increment Reinvestment Zone partnership opportunities with Travis County.
- 4.4 Creation of **the Future Scenarios and Analysis**—This analysis, based, in part, on community and stakeholder input, shall present multiple land use scenarios (e.g., current conditions predicted into the future, nominal land use investment interventions, focus on nodal development, focus on corridor development, etc.). Each scenario shall be measured against, at a minimum, sustainability, resilience, equity, transportation, fiscal impact, and cost indicators. This will provide the framework for creating a fiscally constrained and realistic plan.
- 4.5 **Northeast Austin District Plan**—Employing the strategies and techniques described in the *Public Participation, Engagement Activities, and Capacity Building Plan* and the information acquired through the other deliverables and City provided documents, develop a planning process to develop the Northeast Austin District Plan.
  - 4.5.1 Design and execution of the Northeast Austin District Planning Process. This process shall include in-person and virtual meetings. The contractor shall be responsible for providing presentational content and presenting and responding to questions in the virtual meetings.
  - 4.5.2 **Organization and Integration of Community Input.** Collection, sorting, and integration of community input following phases in the planning



**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

process where large amounts of community input is gathered. This input shall be reported back to staff and, following staff review and approval, it shall be made available to the public through the project web site in different formats that can include, but not limited to, written documents, spreadsheets, and maps.

**4.5.3** Creation of *The Northeast Austin District Plan* document—The plan shall include, at a minimum, the following elements:

**4.1.7.3** Land use goals, policies, and recommendations:

- 4.1.7.3.1** Promote mixed use to create transitions into surrounding residential neighborhoods.
- 4.1.7.3.2** Promote a land use pattern with mix of uses to support economic development and accommodate population growth.
- 4.1.7.3.3** Encourage multi-story mixed use buildings oriented toward new multi-functional streets rather than highways and access roads.
- 4.1.7.3.4** Promote a just land use pattern that is resilient and sustainable.
- 4.1.7.3.5** Encourage development of flexible, affordable commercial space to ensure local businesses can remain in their communities.
- 4.1.7.3.6** Incentivize the development of mixed-income and workforce housing.
- 4.1.7.3.7** Promote denser, missing-middle housing types, such as townhomes, to accommodate more residents with less land.
- 4.1.7.3.8** Encourage active and livable places that serve daily needs and provide people with a sense of belonging and ownership within their community.
- 4.1.7.3.9** A future land use map (FLUM) that employs land use categories already used by the City of Austin's small area plans. Specifically, in the adopted TOD plans and the *South Austin Combined Neighborhood Plan* and the *North Shoal Creek Neighborhood Plan*.

**4.1.7.4** Transportation goals, policies, and recommendations.

**4.1.7.5** Anti-displacement and residential and commercial retention strategies, goals, and recommendations.

**4.1.7.6** Parks and open space goals and recommendations.

**4.1.7.7** Infrastructure and capital expenditure goals and recommendations which includes recommendations for City of Austin facilities and assets and other local government facilities and assets.

**4.1.7.8** Detailed station area plans to promote the development of equitable Transit Oriented Development (eTOD) for Cap Metro's MetroRail Green Line Loyola and Colony Park stations.

**4.1.7.9** Recommendations for the area surrounding the former Freescale facility.

**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

- 4.2 Presentations to Boards, Commissions, and City Council**—Creation of presentations and Presentations to relevant City of Austin Boards, Commissions, and City Council.
- 4.3 Readability and Clarity of Documents**—Creation of documents that are grammatically correct, clear, readable, and understandable to lay audiences. This section recognizes that some material and topics are inherently technical and complex and may not easily or clearly translate into plain language. Provide revisions requested by the City within five (5) business days, unless agreed upon by both parties.
- 4.4 Equity Review**—Implementation of Equity Reviews by City staff and contractor for the ***Public Participation, Engagement Activities, and Capacity Building Approach*** to ensure that they center equity and that they do not further ongoing and historic disparities. This review shall also apply to the scenarios developed during the planning process.

**5.0 City responsibilities- The City will:**

- 5.1 Contract Management:** Designate a Contract Manager as the main point of contact at the Housing and Planning Department and will manage the services and operations under the contract. The City will notify the Contractor in writing in the event there is any change in contract administration responsibilities. Email communication is preferred, but in the case of emergencies, please contact the Contract Manager by phone.
- 5.2 Oversight**—Be responsible for exercising general oversight of the contractor’s activities in completing deliverables outlined herein. This includes, but is not limited to:
  - 5.2.1** Representing the City’s interests in resolving day-to-day issues that may arise during the term of the ensuing contract.
  - 5.2.2** Participating regularly in conference calls or meetings for status reporting
  - 5.2.3** Providing written feedback on the acceptability of progress and task reports
  - 5.2.4** Reviewing any written reports submitted by the Contractor
  - 5.2.5** Approving all invoices for payment.
- 5.3 Generated Reports and Memos**—develop and provide to the contractor a number of studies, reports, and memos in support of the Northeast Austin District planning process. A list of the reports will be provided to the contractor defining completed, in progress, or to be completed.
  - 5.3.1 City of Austin’s Planning Framework Report**—Will provide an overview of the existing plans that could affect the planning NEAD process.
  - 5.3.2 Northeast Austin District Zoning and Land Use Analysis**—Will analyze and discuss the implications of the NEAD’s zoning and land use patterns.
  - 5.3.3 Northeast Austin District Annexation Analysis**—Will review, examine, and discuss the annexation issues in the District.
  - 5.3.4 Public Engagement and Outreach Framework**—Will collect census and other demographic data for the District and identify the different

**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

populations and groups and discuss the outreach challenges and implications for each.

**5.3.5 *Northeast Austin District: Regulatory Approaches to Creating a Zoning Overlay to Implement Small Area Plan's Land Use Elements***

—Will examine advantages and disadvantages of different regulatory approaches to creating a zoning overlay, similar to the Neighborhood Plan Combining District (NP), to implement this and future small area plans' land use elements.

**5.3.6 *Northeast Austin Dashboard Analysis***—This online data portal will provide a dashboard for statistics and other information about the District. It will be located on the project's web site.

**5.3.7 *Memos***—Memos to the relevant City of Austin Boards, Commissions, and City Council as needed.

**5.3.8 *Adoption Backup Materials***—Create all documentation and staff reports required as part of the plan's adoption process. These will be submitted in accordance with established City of Austin's City Council meetings' agenda and backup materials requirements and deadlines and for applicable board and commission agendas and backup meeting requirements and deadlines.

**5.4 *Staff Responsibilities***

**5.4.1 *Liaison***—Serve as a liaison between the contractor and other City of Austin Departments, other local governments, and outside agencies.

**5.4.2 *Project Branding***—Develop the projects branding which will include, but may not be limited to: Color palette, fonts, and other document production standards.

**5.4.3 *Website and Online Presence***—Develop a project web site and social media presence. Once the project is underway, manage the website, while social media responsibilities may be shared with the contractor.

**5.4.4 *Data and Information***—Upon request, share GIS and other City of Austin data and information (e.g., photos, reports, studies, etc.) with the contractor.

**5.4.5 *Online Meeting Production***—Be responsible for the development and production of online meetings. These meetings shall be recorded and posted to the project web site for asynchronous viewing.

**5.4.6 *Review of Contractor-Produced Materials***—Review and provide comments on all contractor-produced materials and request revisions within fifteen (15) business days unless agreed upon by both parties to ensure that they are readable, clear, and to ensure that they are not in conflict with City of Austin policies and procedures.

**5.4.7 *Video Production (optional)***—If the need arises through the planning process, create a series of informational videos. The topics covered could include interviews with community members, as well as others covering different aspects of the planning area such as parks, land use, trails, etc.

**6.0 Specific Invoice Requirements**

The City's requires invoices to be emailed to: [hpdaccountspayable@austintexas.gov](mailto:hpdaccountspayable@austintexas.gov).

For questions regarding your invoice/payment please contact the City Contract Manager.

**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

**7.0 Designation of Key Personnel**

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	<u>Name/ Title</u>	<u>Phone Number</u>	<u>Email Address</u>
City Contract/Project Manager	<u>Mark Walters</u>	<u>512-974-7695</u>	<u>Mark.walters@austintexas.gov</u>
City Contract Administrator, Procurement Specialist	<u>Brenita Wilkison</u>	<u>512-974-3164</u>	<u>Brenita.selement@austintexas.gov</u>
Contractor's Key Personnel	<u>TBD</u>		

**8.0 Deliverables/Milestones**

<b>Deliverables /Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>
<b><i>Public Participation, Engagement Activities, and Capacity Building Plan</i></b>	Approaches to community engagement and community development and capacity building	This document should be prepared in the two months prior to planning process' initiation.	City written approval
<b><i>Northeast Austin District Public Finance Strategies Analysis</i></b>	Develop property tax and sales tax revenue forecasts	This document should be prepared in the two months prior to planning process' initiation.	City written approval
<b><i>Northeast Austin District Economic Development Analysis</i></b>	Economic development strategies and recommendations	This document should be prepared in the two months prior to planning process' initiation.	City written approval
<b><i>Future Scenarios and Analysis</i></b>	Analysis of multiple scenarios used to develop the Future Land Use Map (FLUM)	Prior to the community FLUM discussions	City written approval

**City of Austin  
Scope of Work  
RFQS 7200 BYS4011  
Northeast Austin District Plan**

<b><i>The Northeast Austin District Plan Draft Outline</i></b>	A draft detailed outline of the plan	Due at the 75% mark of the active planning process with the community.	City written approval
<b><i>The Northeast Austin District Plan Preliminary Draft</i></b>	The preliminary draft of the plan	Due following the completion of the formal community engagement part of the planning process	City written approval
<b><i>The Northeast Austin District Plan-Community Review Draft Revisions</i></b>	Multiple iterations of community and staff review/edits		City written approval
<b><i>The Northeast Austin District Plan-Final Draft</i></b>	The final draft of the document including any recommended and approved changes made through the adoption process.		City written approval
<b><i>The Northeast Austin District Plan-Final</i></b>	Goals, policies, and recommendations		City written approval

**9.0 Appendices/Exhibits**

Exhibit A: Resolution No. 20201112-043

Exhibit B: Northeast Austin District Plan Boundary

Exhibit C: Northeast Austin District Planning Area Jurisdictional Map

Exhibit D: Northeast Austin District Planning Area and Austin's Eastern Crescent

Exhibit E: Commitment to Change Statement

Exhibit F: Contextual Information