



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

SOLICITATION NO: CRR0107

COMMODITY/SERVICE DESCRIPTION: Business District
 Placemaking Consultant

DATE ISSUED: Monday, May 16, 2016

REQUISITION NO.: 16051000451

COMMODITY CODE: 91827
**FOR CONTRACTUAL AND TECHNICAL
 ISSUES CONTACT THE FOLLOWING
 AUTHORIZED CONTACT PERSON:**

PROPOSAL DUE PRIOR TO: Tuesday, May 31, 2016 at 2:00pm

PROPOSAL CLOSING TIME AND DATE: Tuesday, May 31,
 2016 at 2:15pm

Claudia Rodriquez
 Sr. Buyer
 Phone: (512) 974-3092

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

E-Mail: ClaudiaR.Rodriquez@austintexas.gov

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

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CRR0107	Purchasing Office-Response Enclosed for Solicitation # CRR0107
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 3 ELECTRONIC COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	8
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

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

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office via email to ClaudiaR.Rodriguez@austintexas.gov by **Wednesday, May 25, 2016**.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to two (2) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City’s Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Economic Development Department

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Attn:	Nicole Klepadlo
Address	PO BOX 1088
City, State Zip Code	Austin, TX 78767

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

6. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

7. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least _____ calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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8. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees 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 employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications 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 employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's 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.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

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

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license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 10 percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000120000A (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted

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Geographical Area: United States (National)
Description of Series ID: Total compensation for Private industry workers in Professional and related
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

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

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

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

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

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

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

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

15. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to

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execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Nicole Klepadlo

Email: Nicole.Klepadlo@austintexas.gov

Phone: (512) 974-7739 Fax: (512)974-7825

Business District Placemaking Services
Scope of Work-Section 0500
Solicitation RFP CRR0107

1.0 Purpose

The City of Austin (City) seeks proposals to fulfill development and implementation of placemaking projects within two (2) Soul-y Austin Business Districts through direct engagement with the business community and budding and/or formed merchants associations. The services fulfilled by this Request for Proposals (“RFP”) shall be part of the City of Austin’s (COA) Economic Development Departments (EDD), Soul-y Austin Program. The Program is the newest and evolving effort under a larger Commercial Stabilization effort. Soul-y Austin provides businesses and property owners with a flexible set of tools to assist in the formation of a merchant association.

The Contractor shall be responsible for refining and implementing temporary and/or permanent placemaking project(s) that have been identified through an eight to twelve month process with stakeholders. The Contractor shall not be responsible for identifying new concepts but rather refine the ideas shared by the stakeholders to date and or integrate best practices as applicable. The concepts explored by the stakeholders seek to attract pedestrians to the business districts, provide an opportunity to strengthen the connection between people, culture and the places they share, provide opportunities for innovative partnership and activate spaces. The placemaking approaches may focus on creative solutions to the districts’ primary concerns which have included:

- Encouraging pedestrian and bike activity
- Fostering a strong district identity
- Cultivating a sense of place
- Implementing signage in the district
- Providing residents and visitors with a safe, vibrant experience that preserves the unique culture of each commercial corridor
- Integration and or enhancement of arts and culture, including music

The Contractor shall be responsible for implementation which may include acquiring permits, city approvals, materials and supplies. The services to be satisfied through this RFP shall provide stakeholders within the selected business districts with an opportunity to participate in the implementation and planning of select placemaking projects. The contractor shall work closely with the City of Austin (COA) project team and select departments to ensure successful execution.

2.0 Background

As the 11th largest city in the United States, Austin is experiencing rapid transformation. Neighborhood commercial areas often serve as the gateway or spine to Austin’s neighborhoods and contribute to an organic identity that further creates a unique sense of place. These places can be further activated to support the growth of small and local businesses, jobs, and an increase in street life that further enhances the quality of life and health for Austinites. These conditions foster a vibrant, distinctive business personality that presents an opportunity to strengthen the connection between people and the places they share.

The Soul-y Austin Business District Incubator is a program launched in spring 2015 under the City’s Economic Development Department. Initial concentrated efforts focused on developing partnerships, providing education, and collecting input from the business community on the concept of merchant’s associations. In partnership with the Minority Chambers of Commerce, outreach was completed reaching over 500 businesses through focus groups, surveys, one-on-one interviews and presentations. Information collected through this outreach was used in the development of the Soul-y Austin program and toolbox. Two consistent themes from the outreach that further shaped the development of the program include:

- Businesses reached were unfamiliar with the concept of a merchant’s association and or had minimal experience or education on their functions, roles, responsibilities or opportunities.
- Despite the unfamiliarity with the concept of merchant’s associations, a majority of businesses expressed interest in merchant association functions, and or interest in learning more about

Business District Placemaking Services
Scope of Work-Section 0500
Solicitation RFP CRR0107

participating in a merchant's association.

The outreach established a clear need for an educational campaign on merchant's associations and a carefully crafted intensive community grassroots incubation program that would aid in the facilitation of the formation of merchants association. A need for best practice research on leading cities also providing a similar set of services was explored. Best practices were considered from communities including Portland, San Francisco, Washington D.C., New York, Oklahoma City and Minneapolis. Non-governmental agencies were also explored including the programming of a leading organization, Local Initiatives Support Corporation (LISC) with over 25 years' experience working with communities and organizations across the country to stabilize and rebuild communities. LISC has established elements to success in this area of work importantly stressing that the most successful efforts are **community-initiated**. The City of Austin recognizes the importance of this element and seeks to find self-motivated, businesses leaders who want to participate, lead and engage their neighbors.

To date, three business districts have received services through Soul-y Austin resulting in two officially formed merchant's associations in the Red River Cultural District and the Manor Rd. corridor. The other district is still progressing on cultivating leadership to proceed forward. Through the Soul-y Austin process the following services have been available.

- Education and recruitment
- Visioning and district planning services
- Training and coaching on entity formation
- Entity management and maintenance training
- Access to an activation award once an association is formed
- Unified voice to the City of Austin
- Market and land use analysis

Soul-y Austin shall nest the three (3) 2015 districts with resources and coordination with City services to ensure stability and success. Nesting these districts shall inform future program development and resources needed as the program mature. The next round of Soul-y Austin (2016) shall assist three (3) new districts starting in summer of 2016 with the goal of forming merchants associations.

What is a Merchant's Association?

A merchant's association is a group of business owners that exist to anchor and stabilize neighboring businesses around beautification efforts, marketing and promotions, business retention, and economic development activities within a commercial district. Collectively, merchant's associations act as a unified voice and assist in leading and influencing positive change.

Who are the members of a Merchant's Association?

Members commonly represent business owners, managers, employees and property owners. Based on the associations' bylaws and business owner consensus community stakeholders, partners, at-home businesses, artists and musician entrepreneurs and residents may also be welcome to be a part of the association.

How are Merchant's Associations formed?

Merchant's associations are formed by establishing a legal entity, most commonly seen as a 501c (6) or (3) and may be tax exempt. The legal entity formation allows the association to secure a bank account for financial transactions including fundraising and sponsorship opportunities and grant awards. Merchant's associations are membership based organizations that support a dues paying structure. These associations are commonly overseen by a Board of Directors, honor a set of association bylaws and may have an employee(s) facilitating activities approved by the membership and board.

Business District Placemaking Services
Scope of Work-Section 0500
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What are the benefits?

Merchant's associations provide greater capacity for small businesses and entrepreneurs to thrive. The associations provide job opportunities, business stability, and access to community goods and services. These associations assist in the preservation of unique cultures and environments within the community, promote business retention and provide support services such as marketing and promotions and beautification efforts. They also provide an opportunity for increased sales revenue and taxes and pedestrian and bike friendly communities through commercial district enhancements.

The initial business districts that Soul-y Austin assisted in 2015 are cultivating leadership, vision and capacity to further define their districts vision. Through this process collaborative efforts have assisted in identifying district goals, objectives and activities

Why Placemaking?

Communities have embraced a movement to foster and implement *placemaking*: a process involving public, private and community partners working together to improve the physical and social relationships and character of a community through cultural and activation activities.

Placemaking within the Soul-y Austin districts has the opportunity to demonstrate how powerful the district stakeholder's vision can be. The Soul-y Austin program provides a process that empowers businesses to serve as leaders in their districts and build a plan for the future that is curated from the bottom up. The district plan is developed from facilitated discussions and activities that allow for creative solutions and ideas to be shared. District stakeholders consisting of majority business and property owners have focused on what components exist or do not exist within their district that contributes to making their district a 'great place'. Components consistently mentioned include accessibility, safety and crime, identity and branding, daytime uses and activities.

The execution of placemaking in the business districts shall further build capacity among the stakeholders, cultivate and further enhance a sense of place, and build community and public and private spaces for the community to engage in.

3.0 Contractor Qualifications

- 3.1 The selected Contractor shall have a minimum of two (2) years demonstrated experience in development and implementation of placemaking projects.
- 3.2 The Contractor shall have a minimum of two (2) years' experience engaging stakeholders, facilitating meetings and reaching a consensus on ideas.
- 3.3 The Contractor shall be able to effectively engage all stakeholders and ensure their voices and input is considered through the process of identifying a project and implementing it.
- 3.4 The Contractor shall demonstrate the ability to develop partnerships with additional partners to support placemaking projects.
- 3.5 The Contractor shall have an understanding of local government processes including knowledge of permits for right of way projects and amplified sound permits.

4.0 Tasks/Requirements

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4.1 Contractor's Responsibilities

- 4.1.1 The Contractor shall work as an integral member of the Soul-y Austin team. The team shall consist of city staff, additional subject matter expert contractors and external partners. The Contractor is expected to meet with the Soul-y Team on a mutually agreeable schedule and as identified in the scope of work and deliverables. The Contractor shall provide technical and professional expertise, knowledge and project management skills and other resources required for accomplishing all aspects of the Scope of Work. The activities are intended to be inclusive of all business types including chain and franchise stores, small offices, and non-retailers.
- 4.1.2 The Contractor shall provide agendas for on-going project management check-in meetings and stakeholder meetings including summaries after each meeting is complete
- 4.1.3 The Contractor shall timely submit all requested draft documents for the City to review in accordance with the mutually agreed upon project timeline
- 4.1.4 The Contractor shall timely submit all deliverables listed in this scope of work to the City in accordance with the final and approved project timeline
- 4.1.5 The Contractor shall exercise professionalism in working with stakeholders through representation of the City of Austin
- 4.1.6 The Contractor shall provide a holistic approach to all deliverables and when applicable research and reference existing documents, best practices and policy

4.2 Acceptance Criteria

The Contractor must submit a written report attesting to deliverables achieved in accordance with this Scope of Work. The City reserves the right to review the written report and return it to the Contractor for revisions and edits.

4.3 Deliverables

Once a contract is awarded and a Kick-Off Meeting is scheduled, the City will share its research thus far including: ideas proposed, data collected thus far and summary of information specific to the district. The Contractor shall assist two (2) Soul-y Austin Districts with the selection and implementation of placemaking project(s). As part of the Soul-y Austin process, businesses and property owners in each District shall attend a facilitated workshop in which they share creative solutions to address their geographic area's main concerns including physical, programmatic and policy-related items. It is the Contractor's responsibility to assist each District with the selection of the most appropriate, feasible and executable placemaking activities. The Soul-y Austin team shall assist with coordination among City Departments as needed, but the Contractor is expected to select a placemaking project feasible within the contract timeline. Projects should be sensitive to City regulations.

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The Contractor shall complete the following:

- 4.3.1 Refine existing placemaking ideas presented by the district stakeholders
- 4.3.2 Provide best practices on placemaking projects as needed. The intent is not to develop new ideas rather build on ideas shared to-date
- 4.3.3 Work with the City of Austin and appropriate departments to secure permissions, permits, and all other necessary approvals for the execution of the project.
- 4.3.4 Secure materials for implementation
- 4.3.5 Develop a timeline for development and implementation including outlets for promotion as applicable, engagement of partners, etc.
- 4.3.6 The selected placemaking project(s) shall contribute to the creation of a sense of place, preserving the area's unique character and attracting pedestrians to the area. The selected placemaking projects should consider the following criteria:
 - 4.3.6.1 Incorporating activities that create and promote community cultural development
 - 4.3.6.2 Identifying success through project metrics
 - 4.3.6.3 incorporating activities that contribute to community cultural development, relevant physical transformations, and/or the economic prosperity of the selected areas
 - 4.3.6.4 Inclusive of all businesses within each District
 - 4.3.6.5 Installations, pop-ups, exhibits, arts engagement, murals, or other creative endeavors.

4.4 Milestones

4.4.1 Contractor and City of Austin kick off meeting

Not to exceed one (1) meeting, 90 minutes

Within two weeks of contractor award, the contractor shall attend a kick off meeting with the City of Austin staff to accomplish the following:

- 4.4.1.1 Understand the goals and implementation of the Soul-y Austin Program
- 4.4.1.2 Gain a clear understanding of year one activities and accomplishments of Soul-y Austin and new program developments or evaluations including detailed summaries of stakeholder input through collaboration with the program
- 4.4.1.3 Gain a clear understanding of expectations as a contractor of the Soul-y Austin team specific to the Scope of Work
- 4.4.1.4 Review best practices as applicable to contractor work and deliverables
- 4.4.1.5 Request any specific data or information needed in order for this effort to be successful

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4.4.1.6 Understand the feedback received from businesses through the Workshop activities

4.4.2 Project approach and timeline

Within two weeks of the kick off meeting, the Contractor shall develop a project timeline and approach inclusive of all deliverables outlined in this Scope of Work and provide it to the City of Austin. The City will assign a Project Manager which will be the point of contact throughout the term of this project. Project timeline should include suggested delivery dates of draft materials and regular status reports of milestones/deliverables achieved.. Timeline shall not reflect specific dates for meetings with business districts as these meetings shall be set as progress is made with the Soul-y Austin team.

The Contractor shall include the following the project approach:

- 4.4.2.1 Methods in which stakeholders shall be engaged as part of the development and implementation of the placemaking project(s)
- 4.4.2.2 Consideration of specific demographics and business/property types within the selected commercial areas, including consideration of hours of operation, translation services need, and the context in which these businesses would benefit from the efforts related to this project
- 4.4.2.3 Anticipated approvals needed to facilitate placemaking projects, which may include public and private space approvals, and or permits, etc.
- 4.4.2.4 Promotions and marketing effort for the execution of the projects

4.4.3 Soul-y Austin Team Meetings

Not to exceed six (6) total meetings, 90 minutes each

Contractor shall participate in 6 total meetings with the Soul-y Austin team as applicable. Contractor shall prepare a one-page summary that outlines the following for each team meeting and provide the summary at least one week in advance of the meeting: (Template to be provided by COA)

- 4.4.3.1 Work completed to-date and summary of activities
- 4.4.3.2 Questions, comments and concerns for discussion
- 4.4.3.3 Anticipated next steps and deliverables
- 4.4.3.4 Challenges or achievements

4.4.4 Stakeholder Meeting Facilitation and Project Selection Approach

Facilitation: The Contractor shall be responsible for the facilitation of one (1) to three (3) stakeholder meetings, which shall focus on the selection, implementation process and timeline of placemaking project(s). The Contractor shall prepare a written summary of meeting minutes for each meeting and provide this summary to the City of Austin within one week of the meeting date. The Contractor shall be responsible for the details of each meeting including an agenda which should be provided to the City of Austin at least one week prior to the scheduled meeting.

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The Soul-y Austin team will assist with the logistics for the meetings including meeting location, time and promotion.

The Contractor shall develop a project selection approach that focuses on refining a list of creative solutions proposed by the District businesses and additional stakeholders. The project selection approach must incorporate shared ideas from previous meetings with stakeholders as a starting point to refining the final selection of projects to be implemented. The shared ideas shall vary from district to district.

4.4.5 Project Promotion and Coordination

The Contractor shall be responsible for creating a project timeline once projects are selected and provide it to the City of Austin for approval. The project timeline shall include all steps necessary for executing the projects including supplies needed, marketing and promotions, and securing all approvals or permits. The Contractor shall be responsible for moving the projects from vision to implementation and promotion through social media and free publications including partner newsletters, business announcements and community outlets.

4.4.6 On-going project management and communication

The contractor shall have a continuous responsibility for communicating any challenges and successes to the COA and Soul-y Austin team. Contractor's timeline shall include a schedule for regular status reports to the COA and Soul-y Austin team.

The Contractor shall oversee and coordinate the placemaking project implementation. Following the project selection process, the Contractor shall be responsible for the details of the project which include: timeline of implementation, securing city permits, obtaining additional funding, attend internal meetings to meet implementation milestones. The Contractor shall ensure that the placemaking plan complies with City regulations and that it is completed before the established deadline.

4.4.7 Project Implementation

Contractor shall be responsible for the implementation of the placemaking projects identified which include securing supplies, permits and approvals. Contractor shall be responsible for engaging partners, additional funding and or private property approvals as may be applicable to projects in each district. Contractor shall be responsible for organizing the media coverage for the project which includes promotion and coordination in conjunction with the COA.

4.4.8 Placemaking Project Implementation Report

A comprehensive report summarizing the engagement with businesses and stakeholders specific to the placemaking project implementation shall be completed by the Contractor once the project has been fully executed. The Contractor's report shall include techniques used, lessons learned, successes, challenges, feedback, and an overall summary of the efforts in each commercial area. A template for report shall be discussed and approved in advance with the Soul-y Austin team.

4.5 City's Responsibilities

- 4.5.1 The City will provide feedback and review of documents and deliverables within 14 days unless otherwise agreed upon
- 4.5.2 The City will facilitate regular team meetings with all Contractors and

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- 4.5.3 share information as applicable
The City will serve as the lead representative throughout all activities enumerated in this scope of work

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

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

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

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

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	RFP CRR0107
PROJECT NAME:	Business District Placemaking Consultant

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	RFP CRR0107
PROJECT NAME:	Business District Placemaking Consultant

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified? Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>			

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified		MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified	
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract		\$	
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified		MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified	
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract		\$	
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____		Date _____	
Director/Deputy Director _____		Date _____	