



**ROUND ROCK, TEXAS**  
**PURPOSE. PASSION. PROSPERITY.**

**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**RFP No. 15-002**

**REQUEST FOR PROPOSAL**

**FOR**

**SHOP THE ROCK CAMPAIGN**

**Date: October 2014**

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## SHOP THE ROCK CAMPAIGN

### SECTION I GENERAL

The City of Round Rock, Texas herein after "City", is soliciting request for proposals to enter into an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to develop a community-wide advertising and educational campaign, herein referred to as "Services." All pricing structures and rates shall be negotiated and agreed in writing by both parties prior to execution.

The City is soliciting offers under the guidelines provided with authority through Texas Local Government Code Chapter 252. All proposals must meet the requirements outlined in this RFP to be considered for evaluation by the City.

- 1. BACKGROUND / HISTORY:** Sales tax is one of the most important sources of revenue to state and local governments. Unlike most cities, which get most of their operating revenue from property taxes, Round Rock gets most of its funds from sales tax revenue.

Round Rock collects so much in sales taxes largely because of the presence of Dell. Since Dell made Round Rock its corporate headquarters in 1994, the sales tax for Dell products sold in Texas online or in a catalogue goes to the City.

#### Sales Tax Basics

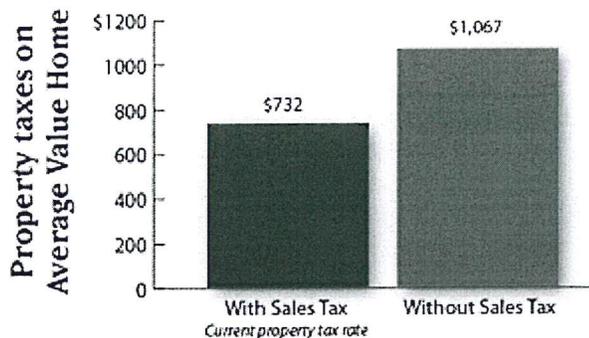
In Texas, the State has a sales tax of 6.25 percent. The City of Round Rock has an additional sales tax of 2 percent for a combined sales tax rate of 8.25 percent. That means that 8.25 cents are collected per dollar spent. Two of those cents go directly to the City of Round Rock.

The two cents are spent funding city projects and services and keeping the City's property taxes among the lowest in Central Texas.

#### Property Tax Reduction

In 1987, the Round Rock City Council decided that a half-cent would be used for property tax reduction. This revenue allows the City to reduce its reliance on property tax revenue to pay for operations and debt obligations.

Without this dedicated half-cent sales tax, the City's property tax rate in fiscal year 2013 would be 19 cents higher than it is today. That means that for a home valued at \$174,210 (the average value of a home in Round Rock), property taxes without the dedicated sales tax would be \$1,067 instead of \$732. That's a difference of \$335.



*Without a percentage of sales tax dedicated to property tax reduction, the annual taxes on an average value home in Round Rock would be \$335 more.*

### **Transportation and Economic Development**

An additional half-cent of the City's sales tax revenue is used for transportation projects and economic development activities.

Voters approved this dedicated sales tax in 1997. Since then, the City has leveraged \$173 million in tax revenue into \$535 million worth of projects. Currently, the City of Round Rock is implementing a \$58 million, 5-year program to address traffic needs with a comprehensive set of projects.

### **General Fund**

One percent of the City's sales tax revenue goes to its general fund, which pays for basic government services like police, fire protection, parks, and the library. These services help make Round Rock a safe, thriving, enjoyable community.

**1.1 Purpose:** The City of Round Rock seeks proposals from qualified firms, hereafter, referred to as "Respondent" for the development of a community-wide advertising and educational campaign. This campaign is a partnership between the City of Round Rock and the Round Rock Chamber of Commerce and will be paid for with funds budgeted by the City of Round Rock.

**1.2 Objective:** The City is seeking a firm for the development of a community-wide advertising and educational campaign (\$45,000 all inclusive) that will emphasize the value associated with purchasing goods and services from Round Rock businesses by January 1, 2015.

**2. PLAN OVERVIEW:** The following Scope/Plan Overview of Services provides additional information and outlines specific requirements that must be met as part of the Respondent's proposal. All Respondents are expected to have the ability to provide the following:

**2.1 Scope of Work:** Branding, messaging and marketing services shall include, but are not limited to, the requirements contained in this RFP. The awarded Respondent will provide a messaging and marketing campaign that includes concept, strategy, launch and maintenance services required to complete the work outlined below.

#### **2.1.1. CONCEPT:**

- a. The Respondent will work with the Shop the Rock (STR) project team, which will consist of City representatives to determine the overall concept for the messaging and marketing campaign. The campaign must reflect the current Shop the Rock initiatives, speak to the City of Round Rock's growing population, and uniquely and innovatively present the message of "Shopping in Round Rock."

#### **2.1.2. CREATIVE DEVELOPMENT**

- a. The Respondent will provide a Designer to develop, with the STR project team, fully conceived concepts for the campaign, to include messaging. The Designer will create campaign materials for web, digital signage, print or various media, dependent on mutually determined strategy and approach.

- b. The Respondent will produce and submit a written schedule and budget. These documents will include scheduled reviews on a quarterly basis as agreed upon by the Respondent and STR.

### **2.1.3. OUTREACH AND DISSEMINATION STRATEGY**

- a. The Respondent will work with the STR project team to determine the most effective and impactful campaign approach and dissemination strategy.
- b. The Respondent shall identify any existing imagery, audio and video for use in the campaign. Once STR team has approved the use of such materials, Respondent will obtain all necessary permissions, licenses and rights clearances; and will perform all pertinent patent, trademark and copyright searches to secure releases for any protected work. All licensing, permissions and releases must give STR the right to exploit these materials throughout the universe, an unlimited number of times, in perpetuity, in all media, now known or hereafter devised and include provisions for use on internet, including STR website, and mobile and tablet applications. Respondent will provide written documentation of all applicable rights, clearances and licenses.

## SECTION II STATEMENT OF WORK

1. **INTRODUCTION:** This Request for proposals (RFP) describes information for the Respondent to provide services which shall include, but are not limited to the requirements contained herein. Services set forth that contain the words "must" or "shall" are mandatory and shall be provided as specified with no alteration, modification or exception unless an alteration, modification or exception would enhance the services provided to the City. Any and all alterations, modifications or exceptions to any requirement shall be clearly noted by the Respondent. Services set forth that contain the words "may" or "can", allow Respondents to offer alternatives to the manner in which the services are described in the RFP.
2. **AGREEMENT TERM:** The term of the initial agreement for the Shop the Rock community-wide advertising and educational campaign shall be for the period on or before January 1, 2015 through December 31, 2015.
  - 2.1 If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) day notice, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for termination.
  - 2.2 If the Agreement is terminated, for any reason, the Respondent shall turn over all records to the City within fifteen (15) working days after completion of duties contained in the Agreement.
3. **RESPONDENT QUALIFICATIONS:** The City is seeking proposals from respondents to develop a community-wide advertising and educational campaign for the City of Round Rock titled "Shop the Rock Campaign." The City requires that the Respondent possess the qualifications and expertise to develop a community-wide advertising and educational campaign. The Respondent Shall:
  - 3.1 To be considered as a provider for the City of Round Rock community-wide advertising and educational campaign services, Respondents must have at least five (5) years prior experience developing community-wide advertising and educational campaign service programs with public entities.
  - 3.2 Respondent shall be firms, corporations, individuals or partnerships normally engaged in providing advertising and educational campaign services specified herein. The Respondent must provide information to confirm that all involved business entities have the experience and stability necessary to provide the goods and/or services requested by this RFP. Respondent shall include the following information:
    - 3.2.1. An overview and brief description of the Respondent's work history;
    - 3.2.2. Narrative describing what uniquely qualifies the Respondent for this program;
    - 3.2.3. Identification and evidence of relevant licenses/certifications the Respondent holds.
  - 3.3 Respondents domiciled outside the United States will not be included for consideration in this procurement process. Only companies with a home office in the United States will be considered.
  - 3.4 The prospective Respondent's proposal must contain detailed information describing the manner in which the respondent plans to discharge its responsibilities. It is essential that Respondents have a clear understanding of the operational concepts the respondent intends to apply. The prospective Respondent's proposal should include details of staffing plan for all operations with an organizational chart describing the proposed organizational structure, including all subcontractors to be utilized. The functions and basic responsibilities of

management and supervisory positions should be outlined. The selected Respondent's working relationship with the City of Round Rock and Round Rock Chamber of Commerce staff should be well thought out and presented as part of the respondent's proposal.

- 3.5** The City reserves the right to satisfy itself that the Respondent will be able to perform under the agreement and may request any information which is deemed necessary to determine the qualifications and acceptable responsibility from the Respondent. If the information supplied by the Respondent is insufficient, the City may request additional information or reject the proposal and select Respondent based on the evaluation criteria and overall scoring and rankings of proposals.

**4. PROGRAM REQUIREMENTS:** The City is requesting, at a minimum, the following based upon the criteria listed:

- 4.1** Staffing: The Respondent shall provide adequate staffing and designate a main point of contact for the City of Round Rock.
- 4.1.1.** The point of contact or Account Manager should have the authority to respond to the City's needs. Should the point of contact change, the Respondent shall designate to the City a new point of contact, and notify the City within forty eight (48) hours.
- 4.2** Account Management: The Account Manager or other designated representative shall attend quarterly meetings with City of Round Rock staff to discuss and evaluate the program. The Account Manager is expected to maintain an up-to-date understanding and knowledge of the City's account.
- 4.3** Reporting: The Respondent shall prepare adhoc reports based on the City's needs, but such reports shall not jeopardize the rights of confidentiality of the employees or their families.
- 4.4** Legal Requirements: It shall be the responsibility of the Respondent to be knowledgeable of all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the services covered herein which may apply.

**SECTION III  
PROPOSAL INFORMATION**

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

| <b><u>EVENT</u></b>                      | <b><u>DATES</u></b>             |
|--|---------------------------------|
| Release of RFP                           | September 30, 2014              |
| Deadline for Submission of Questions     | October 17, 2014, 5:00pm, (CST) |
| City Response to all Questions/Addendums | October 23, 2014, 5:00pm, (CST) |
| Closing Date for Proposal                | October 30, 2014, 3:00pm, (CST) |
| Anticipated Contract Start Date          | January 1, 2015 (On or Before)  |

**NOTE: The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.**

2. **PROPOSAL REQUIREMENTS:**

**2.1. Submission:**

**2.1.1.** Respondents shall submit one (1) evident signed "Original" and three (3) copies of the proposal including one (1) electronic copy in "CD" format and required attachments. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. The proposal must address all requirements of this RFP regarding the proposed "SHOP THE ROCK" advertising and educational campaign in accordance with Section I, General, 2. Plan Overview, 2.1 Scope of Work and requirements contained in Section II, Statement of Work, 4. Program Requirements.

**2.1.2.** Respondents to this RFP are responsible for all costs of proposal preparation.

**2.1.3.** All proposals shall be received and time stamped at the City prior to October 30, 2014, 3:00 pm, Central Standard Time (CST) as specified in the Schedule of Events.

**NOTE: Late Proposal(s) will not be considered under any circumstance and will be returned unopened, if return address is provided.**

**2.1.4.** Proposal should be placed in a sealed, separate envelope/package and correctly identified with the company name, solicitation title, **CITY OF ROUND ROCK, RFP No. 15-002 – SHOP THE ROCK CAMPAIGN**, submittal closing date and time and "**DO NOT OPEN**". It is the Respondent's responsibility to appropriately mark and deliver the proposal to the City by the specified date and time. The City will not bear liability for any costs incurred in the preparation and submission of offers in response to this RFP.

**2.1.5.** Receipt of all addenda (**Addendum Acknowledgment Form Attachment C**) to this RFP should be acknowledged, signed and included in the proposal.

- 2.2. Content:** Proposal submitted without this information may be rejected. The City reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the City. The Proposal Submittal, all Attachments, and Execution of Proposal Form (**Attachment B, Proposal Submittal Form and Execution of Proposal, Paragraph 2.2.5.**) shall be returned with the bid response. **Failure to do so may result in disqualification.**

- 2.2.1. Company Information:** Proposal shall include the legal definition of the Respondent's business organization (if a corporation), the state in which incorporated, the types of business ventures in which the organization is involved, and a chart of the organizational structure. If the organization includes more than one product division, the division responsible for the development and marketing of the proposed products and services shall be identified and described in detail. Proposal should include information regarding all of the respondent's facilities and resources offered that shall contribute to the successful implementation of the proposed program including, but not limited to the following:
- 2.2.1.1.** Company description;
  - 2.2.1.2.** Ownership (if partnership, identify each partner);
  - 2.2.1.3.** Physical address (if partnership, include address of each partner);
  - 2.2.1.4.** Mailing address (if partnership, include address of each partner);
  - 2.2.1.5.** Other company locations;
  - 2.2.1.6.** Telephone and facsimile number;
  - 2.2.1.7.** E-mail address of company's primary contact;
  - 2.2.1.8.** Financial report, including latest annual report and latest quarterly report;
  - 2.2.1.9.** All litigation that your company has been involved in within the last three (3) years. If the firm has been in existence less than three (3) years, identify litigation involving owners and management.
- 2.2.2. Proposed Services:** Respondents shall include detailed information and describe how the Respondent will provide each of the advertising and educational Shop the Rock program requirements specified in Section I, 2.1. Scope of Work, 2.1.1. Concept, 2.1.2. Creative Development, 2.1.3. Outreach and Dissemination Strategy and Section II, Statement of Work, 4. Program Requirements. The proposal should provide separate sections for each service provided and should be labeled with corresponding numbers for the requirements set forth in Section I, General Section for 2.1 Scope of Work and Section II, Statement of Work, 4. Program Requirements.
- 2.2.3. Experience and Proposal:** Pursuant with Section II, Statement of Work outlined in 3. Respondent Qualifications, the proposal shall describe services your organization has provided that demonstrates your organization's capability to carry out the proposed services. Include a narrative overview of the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who shall be responsible for the management and day-to-day operations of the products/services solicited in this RFP. Respondent shall provide the name(s) of top management and key employees and each person's duties, including the background and experience of these employees.
- 2.2.4. References:** Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service (**Attachment A**). Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the proposal.

**2.2.5. Proposal Submittal Form and Execution of Proposal: (Attachment B)** - This form is to be completed and returned with the proposal. It is to be signed by an authorized agent of your company. Failure to do so may result in disqualification of the Proposal.

**2.2.6.** All inquiries shall be submitted in writing by October 17, 2014, 5:00 pm, (CST) to Mike Schurwon, CPPB, CTPM by e-mail at: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov) on the due date noted. The City shall NOT be responsible for failure of electronic equipment or operator error.

**2.2.7.** All inquiries that result in written addenda to the RFP will be posted to the City's webpage and the Electronic State Business Daily, on the date specified in the Schedule of Events, at the following:  
<http://roundrocktexas.gov/home/index.asp?page=462>  
<http://esbd.cpa.state.tx.us/>

Respondents shall acknowledge and return receipt of all addenda on Addendum Acknowledgement Form (**Attachment C**). If respondent does not have Internet access, copies may be obtained through the point of contact listed above (2.2.6). It shall be the respondent's responsibility to periodically check the City's webpage for any updated addenda information.

**2.2.8.** Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of the City will not answer questions or otherwise discuss the contents of the RFP with any potential respondent or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this request for proposals.

**2.3. Delivery of Proposal:**

Signed and sealed proposal shall be submitted no later than October 30, 2014, 3:00 pm, (CST), to the City by one of the following methods:

| U.S. Postal Service   | Overnight/Express Mail   | Hand Deliver   |
|---|--|--|
| City of Round Rock<br>221 East Main Street<br>Round Rock, TX 78664-5299<br><b>Attention: Mike Schurwon</b><br>Purchaser | City of Round Rock<br>221 East Main Street<br>Round Rock, TX 78664-5299<br><b>Attention: Mike Schurwon</b><br>Purchaser<br>Hours – 8:00 AM to 5:00 PM<br>Monday - Friday | City of Round Rock<br>City Hall – Reception Desk<br>221 East Main Street<br>Round Rock, TX 78664-5299<br><b>Attention: Mike Schurwon</b><br>Purchaser<br>Hours – 8:00 AM to 5:00 PM<br>Monday - Friday |

**2.4. Proposal Closing:**

- 2.4.1. Proposals will be received at the City of Round Rock, City Hall, 221 East Main Street, Council Chambers, Round Rock, Texas 78664, until the date and time established for receipt of proposal.
- 2.4.2. Only the names of the respondents who submitted a proposal will be made public in a manner that does not disclose the contents before an award.
- 2.4.3. Prices and terms will not be divulged until after award. The City considers all information, documentation, and other related submission materials to be confidential and/or proprietary before an award.
- 2.4.4. Telephone, facsimile, or e-mailed proposals are not accepted in response to this RFP.
- 2.4.5. Responses cannot be altered or amended after opening.
- 2.4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 2.4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 2.4.8. All submitted proposal responses becomes the property of the City after the RFP submittal deadline/opening date.
- 2.4.9. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by the City.

**3. PROPOSAL EVALUATION:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria as follows:

| 3.1 Evaluation Criteria:            | Weights:   |
|-------------------------------------|------------|
| Concept                             | 10%        |
| Creative Development                | 20%        |
| Outreach and Dissemination Strategy | 20%        |
| Price                               | <u>50%</u> |
| Maximum Weight:                     | 100%       |

3.2 An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a Best and Final Offer is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

- 3.3 The City reserves the right to reject any or all proposal submitted, or to award to the respondent who in the City's opinion offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- 3.4 The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- 3.5 The City reserves the right to waive any minor technicality, irregularities or informalities noted in the submission process. Submission of proposal confers no legal rights upon any proposer.
- 3.6 The City reserves the right to request further documentation or information and to discuss a proposal response with any proposer in order to answer questions or to clarify any aspects of the proposal.
- 3.7 The City may develop a "short list" of qualified proposal, and may determine that the proposer(s) should submit a Best and Final Offer (BAFO). Each "short listed" proposer will be given a reasonable opportunity for discussion and revision of their proposal.

**4. SELECTION AND AWARD PROCESS:**

- 4.1 Proposal shall be scored by an evaluation committee, using the criteria shown in Section III, Proposal Information, Proposal Evaluation Paragraph 3.1. In the event an award does not occur, the process may continue until the City makes an award or terminates the process.
- 4.2 A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.
- 4.3 Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- 4.4 An independent signed authorized contract will be sent to the successful proposer. Execution of a City of Round Rock contract is required prior to processing any payments to the awarded proposer.

**5. POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- 5.1 Provide City contact(s) information for implementation of the Agreement.
- 5.2 Identify specific milestones, goals and strategies to meet objectives.

**SECTION IV**  
**GENERAL TERMS AND CONDITIONS**  
(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **ABANDONMENT OR DEFAULT:** A Respondent who abandons or defaults on work which causes the City to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed. If the respondent defaults on the contract, the City reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting respondent shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
2. **CANCELLATION:** The City reserves the right to cancel the Agreement for default of all or any part of the undelivered portion of the order if the Respondent breaches any of the terms hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is an addition to and not in lieu of any remedies, which the City may have in law or equity. Upon award, this contract may be cancelled, without penalty, by either party by providing thirty (30) days written notice to the other party. The City shall pay the respondent the contract price prorated for acceptable service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the respondent of any obligation or liability that has occurred before cancellation. The respondent shall refund any balance of unused prepaid funds to the City.
3. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 3.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 3.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
4. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. The City shall take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
5. **DAMAGE CLAIMS:** The Respondent shall be responsible for damage to the City's equipment or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work. The respondent shall defend, indemnify, and hold harmless the City, all of its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of respondent or any agent, employee, sub-Respondent, or supplier of Respondent in the execution or performance of this contract.

6. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded Respondent(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.
7. **RIGHT TO AUDIT:**
- 7.1. The Respondent agrees that the representatives of the Office of the State Auditor or other authorized representatives of the City shall have access to, and the rights to audit, examine, or reproduce, and all records of the Respondent related to the performance under this Agreement. The Respondent shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.
- 7.2. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.
8. **TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.
9. **RESPONDENT RESPONSIBILITIES:**
- 9.1. The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.
- 9.2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.
10. **AWARD OF CONTRACT:**
- 10.1. A response to a solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless it is accepted through an authorized signed approved City Contract.

- 10.2.** This contract shall be conducted in accordance with Texas Local Government Code Chapter 252. The contract shall consist of the RFP; any questions and answers and/or addenda as a result of the submitted written questions; the Successful Respondent's response; any City request for a Best and Final Offer; any successful respondent's Best and Final offer; the Notice of Award; and any subsequent written amendments agreed to by the City and the Respondent (the "Contract Documents").
- 10.3.** Any contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if the funding is not appropriated by the City of Round Rock. The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.
- 10.4.** This contract is void if sold or assigned to another company without written approval of the City. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City designated Project Leader(s) and Contract Administrator as soon as possible, but not later than thirty (30) days from the date of change.
- 11. SPECIFICATIONS:** The services performed shall be in accordance with the purchase specifications herein. The City shall decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The City shall decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the respondent.
- 12. PATENTS OR COPYRIGHTS:** The respondent agrees to protect the City and each participating municipality from claims involving infringement of patent or copyrights.
- 13. RESPONDENT ASSIGNMENTS:** The successful respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- 14. DISPUTE RESOLUTION:** If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means. If the parties cannot reach a mutually satisfactory resolution, any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Respondent shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.
- City and Respondent hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.
- 15. SUBSTITUTIONS:** Substitutions are not permitted without the written approval of the City.
- 16. PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the City. The respondent shall coordinate and obtain approval for the following activities, which include but are not limited to: orientation sessions, sales calls, customer user seminars, and general mailings to municipalities.
- 17. PUBLIC INFORMATION ACT:** Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
- 18. ANTI-LOBBYING AFFIDAVIT:** By executing the response to the RFP, the Respondent agrees to the following terms and conditions of the RFP. From and after the deadline for submission of the

initial response, RFP No. 14-019 – SHOP THE ROCK CAMPAIGN, the Respondent, its employees, officials, agents, and sub-Respondents shall not communicate or attempt to communicate about this RFP and the entity's response with City personnel, the evaluation committee members, and the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP; provided, however, the entity, its employees, officials, agents, and sub-Respondents shall be allowed to participate in the City sponsored evaluation process, in the form authorized.

Further, the Respondent shall not, through indirect means of unpaid associates, volunteers, or other persons, communicate or attempt to communicate about the Respondent's response to any City personnel, the evaluation committee members, or the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP. The Respondent understands and agrees that violation of this requirement may result in rejection of its Proposal as a violation of the terms and conditions of the procurement process.

19. **ADDITIONAL TERMS AND CONDITIONS:** In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at:  
<http://www.roundrocktexas.gov/home/index.asp?page=462>

### City of Round Rock

#### ATTACHMENT A REFERENCE SHEET

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**Respondent (Company):** \_\_\_\_\_

**Name (Typed / printed):** \_\_\_\_\_

**Telephone number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the Proposal. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

**City of Round Rock**

**ATTACHMENT B**  
**PROPOSAL SUBMITTAL FORM AND EXECUTION OF PROPOSAL**

***NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.***

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

**RESPONDENT (COMPANY):** \_\_\_\_\_

**SIGNATURE (IN INK):** \_\_\_\_\_

**NAME (TYPED/PRINTED)** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE AND FAX/SCMILE NO.:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**FEDERAL TAX IDENTIFICATION NUMBER (FIN):** \_\_\_\_\_

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <http://www.roundrocktexas.gov/home/index.asp?page=463>.

**City of Round Rock**

**ATTACHMENT C**  
**ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**ADDENDA ACKNOWLEDGMENT:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_