



**AGENDA
PUBLIC ARTS & CULTURE COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Development Services - San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
Monday, July 14, 2025
Regular Meeting at 6:00 PM



**Place 1 – Mical Roy
Place 2 – Keysha Bradford
Place 3 – Nekosi Nelson
Place 4 – Anna Yelaun
Place 5 – Reddy Yeduru**

**Place 6 – Sammy Panzarino
Place 7 – Steve Kuwitzky
Place 8 – Kyla Spadey
Place 9 – Naruby Bollom
Council Liaison - Na'Cole Thompson
Staff Liaison - Greg Olmer**

REGULAR MEETING

1. Open Meeting.
2. Roll Call.
3. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes per individual.]

REGULAR AGENDA

4. Discuss and consider action on the additional services proposal in the amount of \$6,000 to Designing Local, Ltd relating to the LPACC Master Plan.
5. Adjournment

CERTIFICATION

The City of Leander is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the Public Arts and Culture Commission of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 9th day of July 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Greg Olmer, Parks and Recreation Assistant Director



EXECUTIVE SUMMARY
7/14/2025

AGENDA SUBJECT:

Discuss and consider action on the additional services proposal in the amount of \$6,000 to Designing Local, Ltd relating to the LPACC Master Plan.

BACKGROUND:

A contract with Designing Local, Ltd was established on July 3, 2024, to hire a consultant to assist with the development of a 5-year Master Plan for the Leander Public Art and Culture Commission. The existing Master Plan only covered the dates of 2014-2019 and updates were needed. On June 5, 2025, LPACC brought the finalized plan before the Council for possible adoption. Council tabled the agenda item after discussion and a presentation. Council member comments/feedback will be shared with the LPACC group and consultant Designing Local, for possible revisions.

Due to the existing 9-month contract with all deliverables being completed in the original contract, an 'Additional Services' proposal will be considered by LPACC and will have to go to Council for final approval of the fees. The original contract was \$49,000, and due to the additional 'not to exceed' \$6,000, Council approval would be required due to a total contract amount in excess of \$50,000.

The fees include:

- Additional Plan Writing: an estimated 40 hours. \$5,000
- (1) Trip for Council Workshop/Presentation \$1,000

HISTORY/TIMELINE:

- Fall 2024 Stakeholder Engagement/Public Surveys
- Spring 2025: Designing Local meetings with LPACC Subcommittee and Draft Recommendations.
- April 9, 2025, LPACC Commissioner Review and Recommend approval to Council.
- June 5, 2025, Presentation to Council for Adoption.
- June 11, 2025, LPACC Commissioner meeting for possible revisions requested by Council. Council recommended an upcoming workshop to assist with a final plan.
- July 14, 2025 LPACC Special meeting was called to discuss approval of the fees associated with 'Additional Services' for Designing Local to complete the updates as well as travel fees/attendance at the upcoming City Council Workshop for a date TBD.

APPLICANT/AGENT:

RECOMMENDATION:

Greg Olmer, Deputy Director of Parks of Recreation

PRESENTER:

<u>Amount requested:</u>	\$6,000
<u>Approved in current budget (Yes / No):</u>	N
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Special Revenue

Fiscal Impact

Attachments:

1. Contract Extension
2. 0. Contract L00397 Designing Local (1)

July 1, 2025

City of Leander

Greg Olmer, CRPD
Assistant Director
512.528.2971
golmer@leandertx.gov

Re: Leander Arts and Culture Plan Contract Extension Proposal

To ensure the successful completion of the Arts and Culture Plan, we need to propose a contract amendment for additional services. As the project has evolved, additional work is needed to integrate City Council's comments and take an additional onsite trip will be essential to effectively present the final plan to the City Council. This adjustment will allow us to fully engage with key decision-makers and stakeholders, ensuring the plan's recommendations are thoroughly understood and poised for successful implementation.

To ensure the successful completion of the Arts and Culture Plan, we propose a contract amendment for additional services. As the project has evolved, additional work is required to integrate City Council's comments. An additional onsite visit will also be essential to effectively present the final plan to the City Council. This adjustment will enable full engagement with key decision-makers and stakeholders, ensuring the plan's recommendations are thoroughly understood and positioned for successful implementation.

SERVICE	LEAD	FEE
Additional Plan Writing	Designing Local	\$5,000
1 Trip for Council Presentation	Designing Local	\$1,000
SCOPE OF WORK (NOT TO EXCEED)		\$6,000.00

The team will submit travel receipts up to \$1,000.



Sincerely,

Amanda Golden
Managing Principal & Co-Founder
1.706.346.5696 | amanda@designinglocal.com

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
DESIGNING LOCAL ("Contractor")
FOR
ART AND CULTURE MASTER PLAN
RFQS S24-009 / CONTRACT L00397**

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

This Contract is between Designing Local having offices at 20 East Broad St, Ste 1010, Columbus, OH 43215 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFQS S24-009, including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 Designing Local Offer, dated May 28, 2024, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of one (1) year. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.


1.4 Compensation: This Contract is for an estimated amount of \$49,000.00.

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

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

DESIGNING LOCAL

Josh Lapp, AICP
Printed Name of Authorized Person


Signature

Principal

Title:

June 28, 2024

Date:

CITY OF LEANDER

Todd Parton
Printed Name of Authorized Person


Signature

City Manager

Title:


Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer



CONTRACT & AGREEMENT ROUTING FORM

[Please include Executive Summary sheet]

New Contract Renewal Change Order _____

Grant Funded

Grant # _____

Contract # L00397 Project # _____ BID/RFP/RFQ # S24-009

Project Name & Description: Art and Culture Master Plan

Contractor Name: Designing Local Contract Total Value: \$ 49,000

Bids Solicited: 1702 Bids Received: 4 NA

1295 required: Yes No 1295 submitted (date): 6/28/24

Funding Sources: 75

Budget Account #s: -75-00-4715 75-23-5600 (*mid year budget adj but Dedicated Public Art funds exist*)

Council Agenda Item #: _____ NA Approval Date: _____

RECOMMENDED & REVIEWED

[Signature]
Department Director

6/28/2024
Date

[Signature]
Finance Dept Review

7/2/2024
Date

Legal Dept Review

Date

IT Dept Review (if applicable)

Date

APPROVED & EXECUTED

[Signature]
City Manager

7/3/2024
Date

Mayor (if applicable)
[Signature]
City Secretary (if applicable)

Date
07.08.2024
Date

EXECUTIVE SUMMARY:

Solicitation 24-009 closed and was reviewed by staff and Leander Public Arts and Culture Commission. This is for a new Public Arts and Culture Master Plan to serve as a guiding document for the Commission. Last Master plan was 2014-2019 and is outdated. This contract would be for a Consultant to assist in the development of an updated plan.

Please sign the attached Contract Routing Form and Forward to Mr. Parton for signature. Cheryl Kaufman and staff have completed the bid process due diligence. The contract terms have previously been approved through the City Attorney and MS. Kaufman added the City's standard T&C's in Exhibit A.

If you have any questions, please contact Ms. Kaufman or Greg Olmer.

Sincerely,

Mark Tummons



City of Leander

City of Leander, Texas
Purchasing & General Services
105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

**REQUEST FOR QUALIFICATIONS
STATEMENT (RFQS)**

ART AND CULTURE MASTER PLAN

SOLICITATION NUMBER S24-009

APRIL 2024

**ART AND CULTURE MASTER PLAN
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” seeks qualification statements from firms experienced in providing art and culture master planning services for municipalities, other government entities, corporations, etc. The City of Leander art program is managed by the Parks and Recreation Department and the Leander Public Arts and Culture Commission (LPACC) led by nine Council-appointed commissioners. LPACC was established to promote public art, culture, and education that contributes to a sense of community. The City desires the services of a consultant to provide a comprehensive art and culture master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City’s artistic potential. The estimated budget for this contract is \$49,000 and is all-inclusive including contingencies and other expenses such as consultant travel and lodging.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 6
Part IV – Scope of Work	Page(s) 7 – 8
Part V – Qualification Statement Preparation Instructions and Evaluation Factors	Page(s) 9 - 11
Attachment A – Reference Sheet	Separate attachment
Attachment B – Conflict of Interest Questionnaire	Separate attachment
Attachment C – Subcontractor Information Form	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	April 18, 2024
Deadline for submission of questions	May 3, 2024 @ 5:00 PM, CST
City responses to questions or addendums	May 8, 2024 @ 5:00 PM, CST
Deadline for submission of responses	May 20, 2024 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:
<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:
<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City’s electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
 - A. This request for qualifications statement (RFQS) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples (if applicable) shall be provided at the Respondent’s expense and shall become the property of the City.
 - G. Late responses will not be permitted nor considered.

6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.

7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed 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. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard 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. These can be obtained from the City's website at: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>.

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>
3. **PROFESSIONAL LIABILITY INSURANCE:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall end once the City accepts the finalized art and culture master plan.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing art and culture master planning services for municipalities, other government entities, corporations for the previous three (3) years as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Have adequate financial resources or the ability to obtain such resources as required.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States or Canada. Respondents domiciled outside the United States/Canada, or not having a home office inside the United States/Canada will not be included for consideration in this RFQS process.
 - E. Have a satisfactory record of performance.
 - F. Have a satisfactory record of integrity and ethics; and
 - G. Be otherwise qualified and eligible, as determined by the City, to receive an award.

3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete the main scope of the contracted work and only use subcontractors to assist in data collection. Complete and submit Attachment C: Subcontractor Information Form with the proposal response. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

7. **PRICE INCREASE:** Contract prices for providing art and culture master planning services for municipalities, other government entities, corporations, etc. shall remain firm throughout the life of the contract. This Contract is expected to result in a comprehensive art and culture master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City's artistic potential.

8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.

12. **POINT OF CONTACT (POC) / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**
Greg Olmer
Assistant Director
Parks and Recreation Department
Phone: 512-528-2971
E-mail: golmer@leandertx.gov
 - C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

13. **INTERLOCAL PURCHASING AGREEMENTS:**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
SCOPE OF WORK**

1. INTRODUCTION AND BACKGROUND:

The City of Leander, herein after “the City” seeks qualification statements from firms experienced in providing art and culture master planning services for municipalities, other government entities, corporations, etc. The City of Leander art program is managed by the Parks and Recreation Department and the Leander Public Arts and Culture Commission (LPACC) led by nine Council-appointed commissioners. LPACC was established to promote public art, culture, and education that contributes to a sense of community. The City desires the services of a consultant to provide a comprehensive art and culture master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City’s artistic potential. The estimated budget for this contract is \$49,000 and is all inclusive including contingencies and other expenses such as consultant travel and lodging.

2. SERVICE REQUIREMENTS: The Contractor shall-

- A. The Leander Public Art and Culture Master Plan is a substantial document in need of a refresh and new, updated goals.
- B. The current master plans can be found at the below websites:
<https://www.leandertx.gov/DocumentCenter/View/1695/Public-Art-Commission-Master-Plan-PDF>
<https://www.leandertx.gov/DocumentCenter/View/799/2019-Parks-and-Recreation-Master-Plan-PDF>
- C. The updated Public Art and Culture Master Plan should serve as a guide for the program over the next five years, with specific and realistic goals that can be accomplished by limited Parks and Recreation staff.
- D. The City of Leander Art and Culture Master Plan update must include, but is not limited to:
 - i. A review of the current Public Art Master Plan and provide specific updated recommendations in accordance with public art best practices with an addition of Culture to the plan.
 - ii. Review of the program vision, mission, and goals.
 - iii. Review of the existing Parks and Recreation Master Plan and provide a recommendation of how best to integrate the new Art and Culture Master Plan into the existing plan.
 - iv. A review of the role of the public art and culture program in Leander, past and present, and recommendations for how to align with the future goals of the Mayor and City Council.
 - v. Interviews with key stakeholders such as City staff, the Parks and Recreation Department, and artists in the collection; focus groups with Leander residents.
 - vi. An assessment of the current art collection and recommendations for collection management (including maintenance and conservation).
 - vii. An assessment of current staffing workloads and recommendations for future staffing needs.
 - viii. An assessment of the Leander Public Arts and Culture Commission and Parks and Recreation staff roles.
 - ix. A review of current funding protocols and recommendations for public art fund best practices.
 - x. Recommendations for public/private partnership opportunities.
 - xi. Incorporation of current cultural touchpoints (Martin Luther King Jr Day and Juneteenth) and potential expansion of the celebration of diversity and holidays.
- E. Understand that the final Art and Cultural Master Plan for the City of Leander becomes the sole property of the City and may be built upon or edited as required to keep up with a changing environment.

3. DELIVERABLES: Deliverables and partial payments may be considered if agreed upon between the Contractor and the City.

4. CONTRACTOR RESPONSIBILITIES:

- A. Maintain quality communication with City staff regarding status of tasks being performed.
- B. Notify the City designated personnel of the estimated schedule and communicate any delays quickly to the City’s POC.
- C. Provide turnkey information gathering, review, coordination with staff, and release of the resulting art and culture master plan.

- D. Attend meetings with LPACC and PARD to review materials and receive input.
- E. Provide the City with a comprehensive art and culture master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City's artistic and cultural potential.

5. CITY RESPONSIBILITIES:

- A. Respond promptly to Contractor inquiries.
- B. Provide reasonable oversight of the Project and outcome.
- C. Coordinate with LPACC and Contractor to ensure seamless integration of updated/new art and culture master plan.

6. REPORT REQUIREMENTS:

- A. Provide status reports of milestones to appropriate City officials and departments.
- B. Provide the City with a timeline for receipt of reports and useful data.
- C. If necessary, present final report to various City personnel and elected/appointed officials.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.
 - A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
 - Acknowledge Addenda (if applicable)
 - Attachment A- Reference Sheet
 - Attachment B- Conflict-of-Interest Questionnaire
 - Attachment C- Subcontractor Form (if applicable)
 - Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
 - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - Segment requirements listed below.
3. **EVALUATION CRITERIA:**
 - A. **Segment 1 – Company Work Experience and Personnel (30 pts):**
 - i. **Prior Experience:** State the number of years the Respondent company has been providing art and culture master planning services for municipalities, other government entities, corporations, etc. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - ii. **Personnel:** Include names, qualifications, certifications, and resumes of **all** personnel who will be assigned to the account **including** non-administrative employees. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.
 - iii. References will be an important consideration.
 - B. **Segment 2 – Respondent's Solution and Timeline (30 pts):**
 - i. **Tab 1 - System Concept and Solution:** Define in detail your plan to accomplish the work. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - ii. **Tab 2 – Program and Plan:** Describe your technical plan for accomplishing the required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision

points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:

- a. A description of your work program by tasks. Detail the steps you will take in proceeding from award of the Contract to delivery of the finalized art and culture master plan as well as the estimated timeline.
- b. The points at which written, deliverable reports will be provided.
- c. The amount of progress payments you are requesting upon successful completion of milestones or tasks.
- d. Number of employees Contractor will commit to this project.
- e. Previous experience developing public art and culture master plans for public art programs, especially municipal public art programs. Special consideration will be given to entities with established experience updating public art and culture master plans.

C. Segment 3 – Demonstrated Knowledge of Best Practices (20 pts):

Appropriately convey in the submitted qualifications statement the Company and associated Individuals' demonstrated knowledge of best practices on a wide range of issues such as public art project implementation, funding, board responsibilities, art collection management, donation policies, community input, etc.

Provide an example of a successful public/private collaboration, grant opportunity, or partnership opportunity your company has recommended to an entity of similar size and scope.

D. Segment 4 – Feasibility (20 pts)

The City will evaluate the perceived innovative, yet feasible nature of the stated approach.

4. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal best meets the requirements and provides the best overall value to the City.

- | | |
|--|---------------|
| A. Evaluation Criteria: | Weights: |
| • Company Work Experience and Personnel (Segment 1) | 30 pts |
| • Respondent's Solution and Timeline (Segment 2) | 30 pts |
| • Demonstrated Knowledge of Best Practices (Segment 3) | 20 pts |
| • <u>Feasibility (Segment 4)</u> | <u>20 pts</u> |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee may include employees of the City, appointed LPACC member, and other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, 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. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO 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.
 - C. The City reserves the right to reject any or all proposals 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 RFQS process and pursue alternate methods for providing the requirements.
 - D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
 - E. 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 Respondent.
 - F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

- G. The City may develop a “short list” of qualified qualification statements and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each “short listed” Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFQS is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.
- B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- C. 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.
- D. If negotiations are successful, the City and Respondent may enter into an agreement.
- E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.

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

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

ATTACHMENT A
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ DATE: _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name _____
 Name of Contact _____
 Title of Contact _____
E-Mail Address _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____

2. Company's Name _____
 Name of Contact _____
 Title of Contact _____
E-Mail Address _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____

3. Company's Name _____
 Name of Contact _____
 Title of Contact _____
E-Mail Address _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity _____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. CONFLICT OF INTEREST:

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. COMMUNICATIONS WITH THE CITY:

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St., Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All 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. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS**A. GENERAL TERMS AND CONDITIONS****1. ACCEPTANCE:**

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability

State of Texas:	\$1,000,000 Each Accident
Employer's Liability:	\$ 100,000 Each Accident
	\$ 500,000 Disease-Policy Limit
	\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability

Bodily Injury & Property Damage	
General Aggregate Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$ 500,000
Each Occurrence Limit:	\$1,000,000

EXHIBIT A

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. **EXCEPTIONS TO SPECIFICATIONS:**

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. **TRAVEL EXPENSES:**

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. **HUB REQUIREMENTS:**

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. **SPECIAL TOOLS AND EQUIPMENT:**

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. **SERVICES**

1. **PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:**

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. **VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:**

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. **WORKFORCE:**

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. **COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:**

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. **STOP WORK NOTICE:**

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT**1. TAX EXEMPT STATUS:**

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS**A. VENDOR'S OBLIGATION:**

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:**1. TERMINATION FOR CAUSE:**

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties 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 arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

EXHIBIT A

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or give by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation than in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

CC. ANTI-BOYCOTT VERIFICATION: To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

City of Leander | RFP S24-009

ART & CULTURE MASTER PLAN

May 30, 2024



YOUR PLACE. REVEALED.

Invest in locally-inspired art and design
for a powerful local economy.



May 30, 2024

Greg Olmer
Assistant Director
Parks and Recreation Department
Phone: 512-528-2971
E-mail: golmer@leandertx.gov

Re: Art and Culture Master Plan

Dear Members of the Selection Committee,

Comprehensive art and culture master plans are a deeply meaningful opportunity to represent a community's goals and desires for its arts and culture landscape. Although a formal plan—featuring community feedback, funding strategies, short- and long-term goal setting, equity considerations, new processes and procedures, all based on collected input and data—is the final deliverable, the beautifully complex process of planning can be just as meaningful. Designing Local is honored to offer our qualifications to support the City of Leander and the Leander Public Arts Culture Commission (LPACC) in its pursuit of a new Art and Culture Master Plan.

Designing Local, a Columbus, Ohio-based planning firm with national reach is the team with the most well suited experience and organizational infrastructure to guide the City of Leander through this critical undertaking. Our team boasts unparalleled experience in crafting impactful master plans across diverse jurisdictional contexts. We are confident in our ability to deliver a Art and Culture Master Plan that is not only actionable and impactful, but also serves as a catalyst for community investment and improved access to the arts for all residents.

Designing Local is a certified woman owned business with deep experience in cultural planning and implementation, historic preservation, placemaking, urban design, as well as place-based master plans. We have executed more than 50 public art and culture projects in over 20 states. We believe that with our experience and creativity, we will deliver a world-class plan that utilizes one-of-a-kind engagement opportunities to reveal the true spirit of Leander. Designing Local is currently working with the City of Temple, Texas on creating their Arts & Culture Plan.

After delivering dozens of arts and culture plans throughout the nation, it is our great pleasure to submit a proposal to do the same in Leander. We confidently assert that the Designing Local is the team to successfully create a Art and Culture Master Plan and help the LPACC move your community toward a more beautiful, inspiring, and prosperous future. Embarking on a planning process steeped in policy, culture, and community voice is where our team comes alive. Designing Local will comply with all applicable rules and regulations of Federal, State and Local governing entities.

We are excited to talk with you about next steps and are eager to begin this journey!

Sincerely,

Handwritten signature of Amanda Golden in black ink.

Amanda Golden
Managing Principal
amanda@designinglocal.com
1.706.346.5696
(Authorized Negotiator)

Handwritten signature of Josh Lapp in black ink.

Josh Lapp, AICP
Principal

Handwritten signature of Matt Leasure in black ink.

Matt Leasure, AICP PLA LEED AP
Principal

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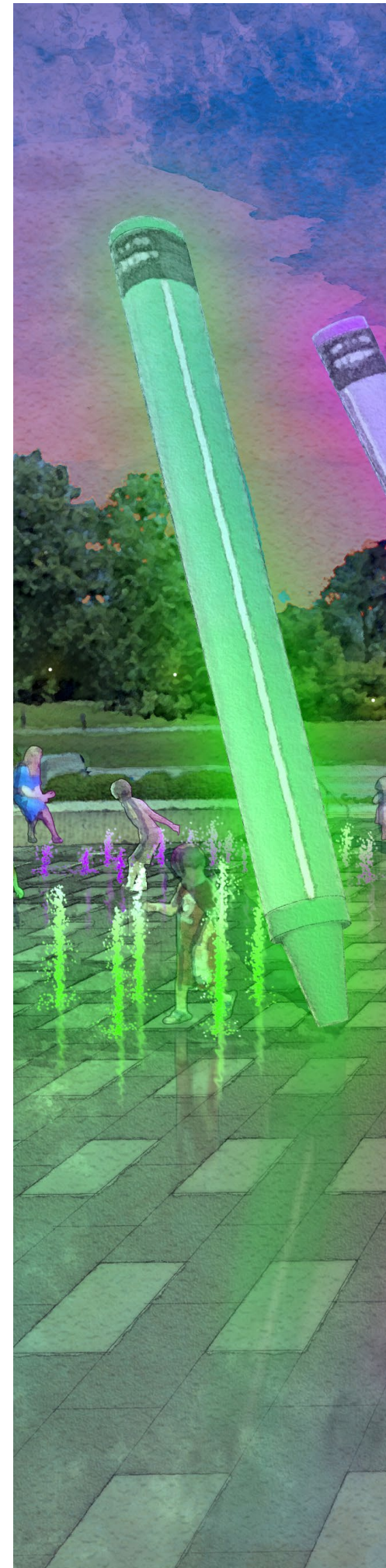
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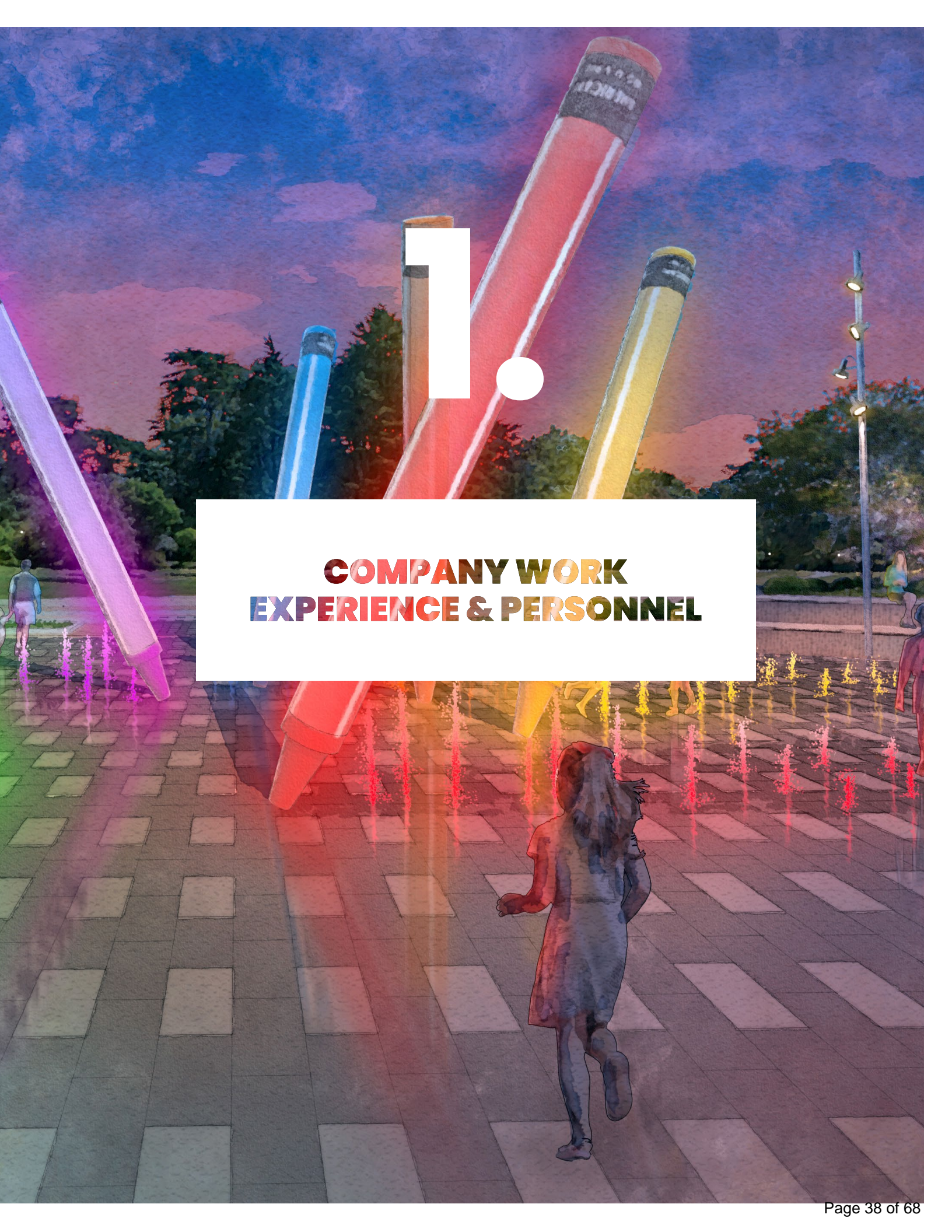
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**COMPANY WORK
EXPERIENCE & PERSONNEL**

DESIGNING LOCAL

ARTS & CULTURE PLANNING



Designing Local is an award-winning, nationally recognized firm that has helped more than 50 US communities create vibrant, culturally rich, fun places.

OVERVIEW

Designing Local is a Columbus, Ohio-based certified woman-owned business dedicated to helping communities connect people to place through culture. Our firm was born from the belief that design, art, culture, historic preservation, and other important unique attributes of communities are often overlooked in the planning process. We bring an authentic curiosity and passion to our work.

APPROACH

Though our work at Designing Local is diverse, it all has the same goal — to connect people to place through culture. Whether in the realm of public art, historic preservation, urban design, or economic development, we get results by engaging with stakeholders in novel ways to get the true pulse of a community. We bring passion and curiosity to our work, creating a planning process that is unique to each community and leads to a clear plan of action. Our open, honest, and clear communication, coupled with our principal-level service, means each planning process is straightforward, thoughtful, and ultimately successful.

PROCESS

Our process is straightforward and simple. Through robust and creative public engagement we help to extract the story of the place in which we are working. We take that story, as told by the community itself, and help translate that into a unique, interesting, powerful built environment. Our team is well equipped to reliably manage projects outside of our region, and we do so regularly by utilizing virtual collaboration tools. Our method of delivering plans that are created for the locals, by the locals, sets us apart from other firms. Intense engagement with community stakeholders, particularly artists and creatives, is the foundation of our work in every community.

BUSINESS ORGANIZATION

Designing Local, Ltd.
20 E. Broad Street
Columbus, Ohio 43215

Limited Liability Company,
State of Ohio

FOUNDED

2014

EMPLOYEES

12

CERTIFICATIONS

- State of Ohio Certified Women-owned Business Enterprise (WBE)
- Ohio Department of Transportation Certified Disadvantaged Business Enterprise (DBE)

SERVICES

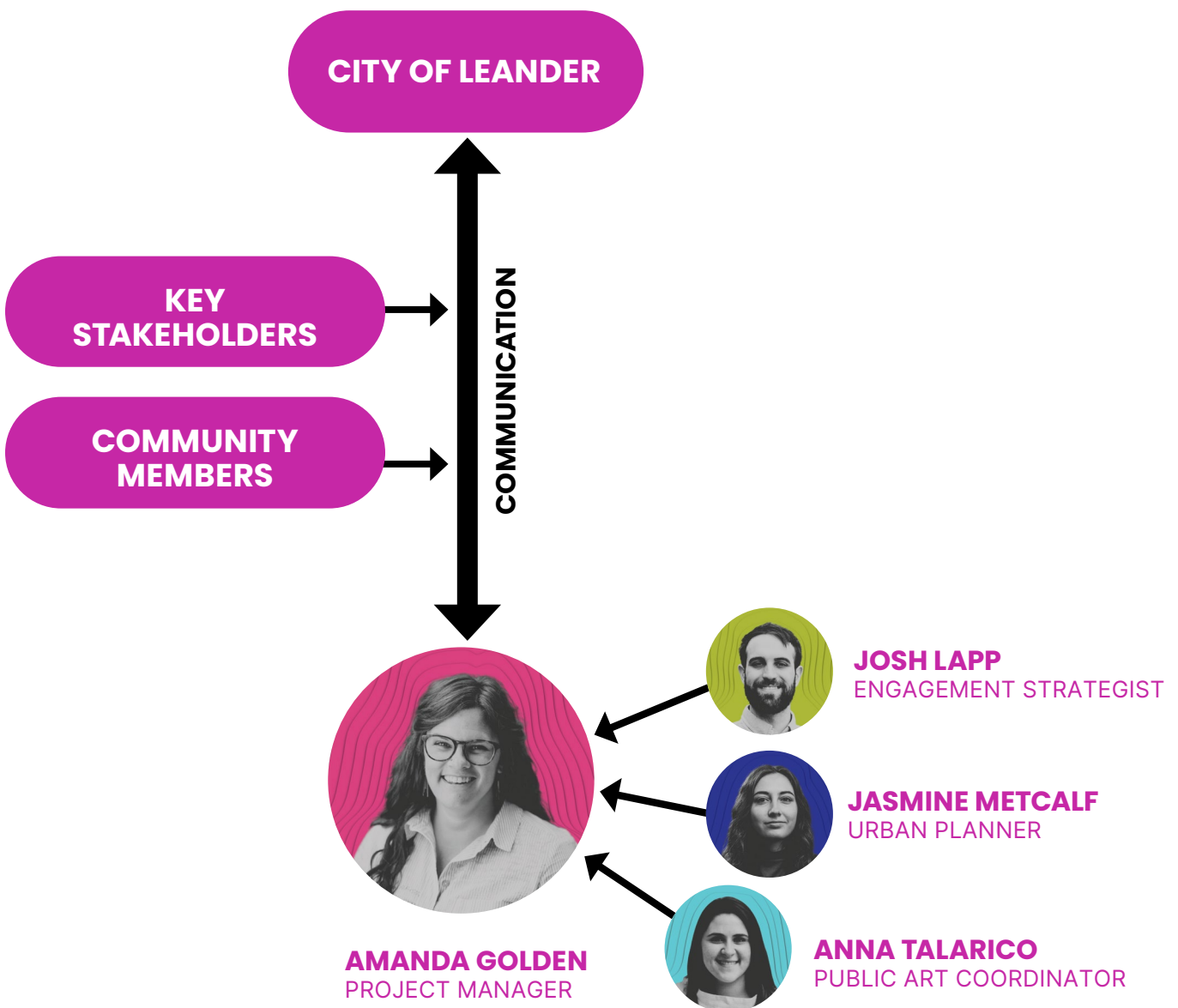
- Arts & Culture Planning
- Public Art Planning
- Community Engagement
- Urban Planning & Design
- Historic Preservation
- Landscape Architecture

PROJECT MANAGEMENT STRUCTURE

Designing Local is a small but mighty team, efficiently working together to build something wonderful. Our open, honest, and clear communication, paired with our principal-level service, fosters a straightforward, thoughtful, and ultimately successful planning process. We have executed more than 50 public art and placemaking projects in 20 states.

Designing Local has one office in Columbus, Ohio and works with communities nationwide to provide similar Arts and Culture Planning services, including multiple communities in Texas and the Southwestern region of the country.

Amanda Golden will be the Project Manager and Primary Point of Contact and will perform work for this project from our office in Columbus, Ohio. Our team looks forward to participating in on-site public engagement activities in Leander, Texas for the development of the Art and Culture Master Plan project.



AMANDA GOLDEN

MANAGING PRINCIPAL | DESIGNING LOCAL

PROJECT ROLE: PROJECT MANAGER

Amanda is the Managing Principal and Co-Founder of Designing Local. She is an urban planner, arts administrator, curator, creative placemaker, historic preservationist, and has worked in the public art and cultural planning field since 2014. Driven by the belief that public art should reflect the community it's placed in, Amanda's favorite projects are those that have many voices working together to define what both the public artwork, cultural assets, and the program look like. At Designing Local, Amanda oversees the creation of public art master plans for a variety of cities across the US, develops cultural and arts master plans, and works with private developers to integrate public art within their developments. She has worked on over 30 public art master plans in 15 different states, has managed complex public art commissions, and has worked on multiple NEA Our Town Grant projects.

RELEVANT EXPERIENCE

Temple Arts & Culture Plan

Temple, Texas | Project Manager

Frisco Public Art Master Plan

Frisco, Texas | Project Manager

Frankfort Arts Master Plan

Frankfort, Kentucky | Project Manager

Akron Cultural Plan

Akron, Ohio | Project Manager

Rochester Arts & Culture Plan

Rochester, New York | Placemaking Lead

Chamblee Arts & Culture Plan

Chamblee, Georgia | Project Manager

Upper Arlington Cultural Arts & Cultural Plan

Upper Arlington, Ohio | Project Manager

University District Arts & Character Plan

Columbus, Ohio | Engagement Lead

The Essence of Athens Plan

Athens, Ohio | Engagement Lead

Clearwater Cultural Arts Strategic Plan

Clearwater, Florida | Project Manager

Erie Public Art & Placemaking Plan

Erie, Colorado a | Project Manager

Danville Arts & Culture Plan

Danville, Virginia | Placemaking Lead



EDUCATION

Master of City & Regional Planning, The Ohio State University

Bachelor of Science in City & Regional Planning, The Ohio State University

APPOINTMENTS

- Central Ohio APA, Immediate Past Chair
- State of Ohio APA, Former Board Member
- Development Commissioner, City of Columbus, Ohio

ROLE

- Project Management
- Arts & Culture Planning Strategy
- Community Engagement Facilitator
- Quality Control



JOSH LAPP, AICP

PRINCIPAL | DESIGNING LOCAL

PROJECT ROLE: ENGAGEMENT STRATEGIST

Josh is a Principal and Co-Founder of Designing Local. He has twelve years of professional experience in urban planning on a variety of project types. Driven by the desire to create actionable plans with easy wins for clients and the community, Josh’s favorite projects are those that have a complex issue at the center. His broad knowledge of planning related issues have provided clients with well-rounded, highly researched recommendations to move cultural initiatives forward. At Designing Local, Josh oversees historic preservation tax credits, national register nominations, and historic preservation plans. He has worked on dozens of arts and culture planning initiatives across the country, developed broad public engagement opportunities for Public Art Master Plans and Cultural Plans, and has managed over 20 state and federal historic tax credits in Ohio amounting to over \$50 million in investment in historic buildings in Columbus alone.

RELEVANT EXPERIENCE

Akron Cultural Plan

Akron, Ohio | Lead Arts & Culture Planner

Rochester Arts & Culture Plan

Rochester, New York | Project Manager

Surprise Arts & Culture Master Plan

Surprise, Arizona | Project Manager

Henderson Arts & Culture Master Plan

Henderson, Nevada | Project Manager

Peoria Arts & Culture Master Plan

Peoria, Arizona | Project Manager

University District Arts & Character Plan

Columbus, Ohio | Project Manager

The Essence of Athens Plan

Athens, Ohio | Engagement Lead

Vacaville Public Art Master Plan

Vacaville, California | Project Manager

Brockton Publicly Accessible Public Art Plan

Brockton, Massachusetts | Project Manager

Port St. Lucie Public Art Master Plan

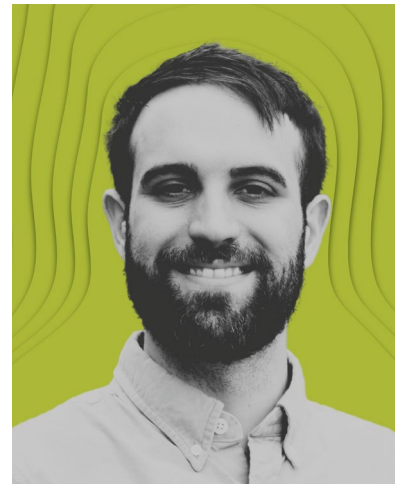
Port St. Lucie, Florida | Project Manager

Corning Public Art Master Plan

Corning, New York | Project Manager

Buckeye Hills Regional Council Downtown Revitalizations Workshops

Southeast Ohio | Engagement Lead



EDUCATION

Bachelor of Science in City & Regional Planning, The Ohio State University

ACCREDITATIONS

Member, American Institute of Certified Planners

APPOINTMENTS

- Commissioner, Near East Area Commission
- Former Chair of Board, Transit Columbus Multi-Modal Advocacy Group
- Former Commissioner, Create Columbus Commission
- Former Commissioner, Italian Village Historic Review Commission

ROLE

- Arts & Culture Planning
- Community Engagement Strategy



JASMINE METCALF

URBAN PLANNER | DESIGNING LOCAL

PROJECT ROLE: URBAN PLANNER

Jasmine is an urban planner who has spent time in a variety of niche roles from Aviation Master Planning, to Community Development, and Real Estate & Hospitality Marketing. She has landed at Designing Local bringing skills in creative production, project management, graphic design, creative technologies, community building, and storytelling. She holds a Bachelors of Urban Planning and a Minor in Architectural Studies from the University of Cincinnati's School of Design, Architecture, Art, and Planning. She has a strong passion for creative strategic solutions that enhance our environments, particularly urban areas that prioritize the well-being of people while adding value and interest to communities.

RELEVANT EXPERIENCE

Bainbridge Island Community Art Plan

Bainbridge Island, Washington | Planner

Danville Arts & Culture Plan

Danville, Virginia | Planner & Graphic Designer

Reimagining Columbus

Columbus, Ohio | Planner & Graphic Designer

Rochester Arts & Culture Plan

Rochester, New York | Planner & Graphic Designer

Brockton Publicly Accessible Public Art Plan

Brockton, Massachusetts | Planner & Marketing Support

Fairfield Town Center Placemaking Plan

Fairfield, Ohio | Project Manager

Erie Public Art & Placemaking Plan

Erie, Colorado | Planner & Marketing Support

Woodstock Public Art Plan

Woodstock, Georgia | Planner & Graphic Designer

Mooreville Public Art Plan

Mooreville, North Carolina | Planner

Corning Public Art Master Plan

Corning, New York | Planner

Vacaville Public Art Master Plan

Vacaville, California | Planner

Queen Creek Arts & Placemaking Plan

Queen Creek, Arizona | Planner



EDUCATION

Bachelors of Urban Planning, The University of Cincinnati School of Design, Architecture, Art, and Planning

ROLE

- Arts & Culture Planning
- Urban Planning & Design
- GIS Mapping
- Graphic Design
- Project Marketing
- Stakeholder Interviews

* Projects completed with a previous employer



ANNA TALARICO

CURATOR & ARTS ADMINISTRATOR | DESIGNING LOCAL

PROJECT ROLE: PUBLIC ART COORDINATOR

Anna brings to Designing Local a nimble skillset in public art implementation and project management; public art procurement; and contemporary art curation; and collection management best practices. As a well-rounded public art and museum professional, Anna has held roles as a museum and exhibitions project manager, independent art curator, and art history educator. Bridging multiple industries, her unique background has shaped her into an inclusive, visionary, and growth-minded leader, who is adept at working independently or collaboratively with stakeholders, internal and external partners, and community members. Her deep knowledge of the contemporary art world and experience with public art commissions has calibrated my ability to translate artists' vision into project deliverables. She thrives in roles in which she is responsible for client and third-party relationships; assessing risk; and general project operations.

RELEVANT EXPERIENCE

Main Street Medina Public Art Strategy

Medina, Ohio | Public Art Coordinator

Milpitas Public Art Plan

Milpitas, California | Public Art Coordinator

Richmond International Airport Public Art Plan

Richmond, Virginia | Public Art Curator

The Point Public Art Plan

Salt Lake City, Utah | Public Art Coordinator

Vacaville Public Art Master Plan

Vacaville, California | Public Art Coordinator

Port St. Lucie Public Art Implementation Services

Port St. Lucie, FL | Public Art Curator

Anaheim Public Art Master Plan Implementation Services

Anaheim, California | Public Art Curator

Woodstock Public Art Plan

Woodstock, Georgia | Public Art Curator

Reimagining Columbus

Columbus, Ohio | Research & Content Curator

CURATORIAL PROJECTS

Columbus Museum of Art Partially Buried: Land-Based Art in Ohio, 1970 to Now, May 8, 2021-November 28, 2021*

Columbus, OH | Curator

The Box, Wexner Center for the Arts, The Ohio State University, In/ Stability, in conjunction with the exhibition Climate Changing: On Artists, Institutions, and the Social Environment, January – April 2020*

Columbus, OH | Co-Curator

* Projects completed with a previous employer



EDUCATION

Master of Arts in Contemporary Art and Curatorial Practice, The Ohio State University

Bachelor of Arts in History of Art, Magna Cum Laude, The Ohio State University

Bachelor of Arts in French, Magna Cum Laude, The Ohio State University

ROLE

- Public Art Planning
- Stakeholder Interviews
- Research & Analysis
- Public Art Implementation
- Public Art Procurement
- Contemporary Art Curation
- Collection Management Best Practices
- Project Coordination





AKRON CULTURAL PLAN

AKRON, OHIO

The Akron Cultural Plan is the culmination of over five years of work by the City of Akron, along with its partners ArtsNow, the GAR Foundation, and the John S. and James L. Knight Foundation. The plan seeks to build upon past studies of Akron’s cultural landscape to help the community grow and prosper, with arts and culture at the center of the city’s renaissance.

Work on the plan began in early 2019 and was completed in March 2020. Recommendations fell into 10 priority areas: Equity, Accessibility, Education, Talent, Engagement, Connections, Economic Impact, Resources, Placemaking, and Public Art. The planning team will continue to assist with ongoing implementation of the Akron Cultural Plan and the Akron Public Art Program. Extensive public and stakeholder engagement revealed arts and culture’s need for access, equity, parity, and more. Initial recommendations focused on creating more inclusive creative leadership in Akron and creating access for all.

The resulting Cultural Plan provided well-defined next steps and processes designed to promote an equitable, world-class cultural environment, advance cultural diversity, increase opportunities to create culture, and provide vibrant experiences for all Akron residents and visitors. The Cultural Plan deliberately integrated art and culture into community revitalization efforts—placing the arts on equal footing with land use, transportation, economic development, education, housing, infrastructure, and public safety considerations.

[CLICK HERE TO SEE THE FINAL PLAN](#)

CLIENT
ArtsNow

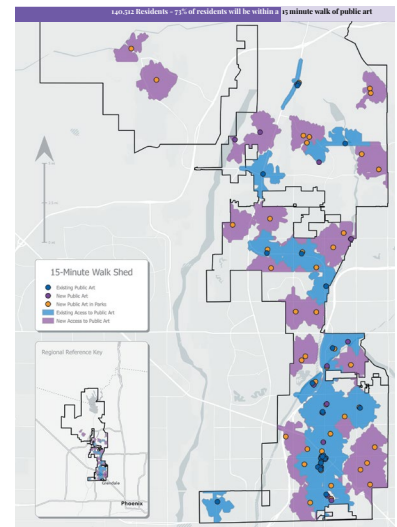
COMPLETED
2020

SERVICES

- Arts & Cultural Planning
- Urban Planning & Design
- Community Engagement

TEAM
Josh Lapp
Amanda Golden

OUTCOMES
Planning strategies were used to ensure existing and future communities are more just and equitable. Co-creation techniques revealed locally-remarkable cultural, historic, and aspirational designs and economic development ideas.



PEORIA ARTS & CULTURE PLAN

PEORIA, ARIZONA

Peoria is a well-established but fast growing city in the West Valley of the Phoenix Metro Region. The city has long focused on providing public art and cultural amenities for its residents and has had many successes since the adoption of its 2009 Arts Master Plan. With most of the goals from the 2009 plan achieved and the new leadership in places, there was a key opportunity to re-evaluate the program and determine next steps.

The 2022 Peoria Arts & Culture Plan focuses on six key priorities that are bolstered by strategies and big ideas connected to the priorities to support transformational change. Extensive research and mapping supported the needs residents expressed in surveys and interviews: access to arts and culture needed to increase in areas where it is not easily accessible.

[CLICK HERE TO SEE THE FINAL PLAN](#)

CLIENT
City of Peoria, Arizona

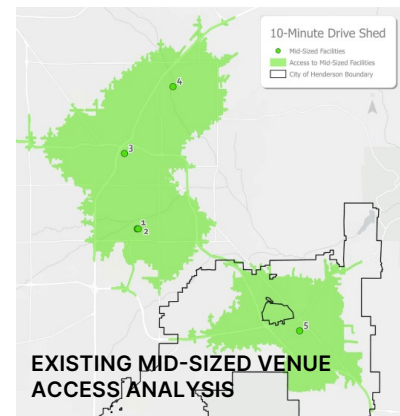
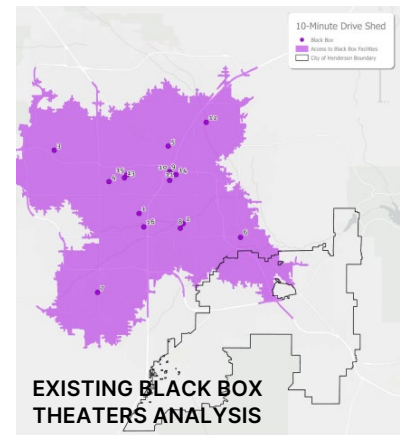
COMPLETED
2022

SERVICES

- Arts & Cultural Planning
- Urban Planning & Design
- Community Engagement

TEAM
Josh Lapp
Amanda Golden

OUTCOMES
The Plan called for a geographic expansion of the city's cultural facilities, which were clustered in its southern region and inaccessible to residents in the north. The Plan conceptualized two cultural facilities in the city's northern section, which have now been actualized.



ARTS LAUNCH HENDERSON

HENDERSON, NEVADA

As a city with a longstanding upward trajectory, Henderson recently found itself poised to launch a large-scale arts and culture movement. Over the previous decades the City of Henderson along with its partners have undertaken numerous arts and culture efforts. This plan builds off these previous informal efforts and seeks to formalize an arts and culture program in order to take the city to the next level of success in the arts. The plan provides a blueprint by which Henderson can stake its claim as the foremost community for arts and culture in Southern Nevada. We began by establishing a vision for arts and culture in Henderson and detailing the projects, programs, facilities, and partnerships that can be capitalized upon to advance strategic objectives. We then outlined the details of how to operationalize and fund ambitious new initiatives through a formal Arts & Culture Henderson program — as well as how this program would function. Finally, we explored potential projects that could launch Henderson with a detailed action plan.

In addition to public engagement, this plan is built upon intention. From the beginning, the planning team and city staff determined that this plan should not only be visionary but should also be highly actionable. The plan also needed to be highly policy driven and one of the first outcomes of the planning process was the development of the Henderson Public Art Policy. The plan is also built upon the city's other planning efforts. The final plan aligned with goals from the Strategic Plan, the Parks and Recreation Master Plan and other planning efforts the City has undertaken.

[CLICK HERE TO SEE THE FINAL PLAN](#)

CLIENT
City of Henderson, Nevada

COMPLETED
2023

TEAM
• Josh Lapp
• Amanda Golden

SERVICES
• Arts & Cultural Planning
• Community Engagement

OUTCOMES
Each recommendation we made in the Henderson Arts & Culture Master Plan was tied to a specific action item in the City's 5-year strategic plan.



PROJECT FUNDING IN SURPRISE?

PORTION OF CITY FUNDS: PUBLIC ART			alternative:
full	partial	none	
PORTION OF CITY FUNDS: CULTURAL FACILITIES AND AMENITIES			alternative:
full	partial	none	



SURPRISE ARTS & CULTURE MASTER PLAN

SURPRISE, ARIZONA

Surprise, Arizona is a fast growing city in the West Valley of the Phoenix Metro Region. With 125,000 residents and a projected population of 500,000 by 2050, the City and its leaders are looking to arts and culture to help define the City within the vast and growing metro area. In addition to anticipated population growth, Surprise forecasts that 300 more square miles of land will be added to its existing 125 square miles of incorporated land. This provides an opportunity for the city to be proactive in ensure new development is interspersed with arts and culture that reflect the city and its people.

Because of the large scale of the population and land area, the team focused on ensuring that public engagement was accessible and diverse. From Baseball Spring Training to Public Art Bus Tours, the team provided interested engagement opportunities that met the needs of a community whose population includes large numbers of young families and retirees. Great care and attention was paid to integrating the results of other planning efforts to ensure that this plan can be easily implemented alongside others such as the Park and Recreation master plan as the city grows and develops.

The results of the Surprise Arts & Culture Master Plan cover a diverse array of topics, from recommendations on how to bring more publicly and privately supported public art to the city to encourage the development of large scale cultural venues.

[CLICK HERE TO SEE THE FINAL PLAN](#)

CLIENT
City of Surprise, Arizona

COMPLETED
2018

TEAM

- Josh Lapp
- Amanda Golden

SERVICES

- Arts & Culture Planning
- Community Engagement

OUTCOMES

More than any one particular recommendation, the goal of reactively adding arts and culture to the existing city and proactive ensuring its inclusion in new development is a running strain throughout. This plan helps to solidify the place of the arts in the future of Surprise.



FRANKFORT ARTS & CULTURE MASTER PLAN

FRANKFORT, KENTUCKY

[CLICK HERE TO SEE THE FINAL PLAN](#)

Frankfort has been a destination for Kentuckians since its establishment as the state’s capital. With the growth of the region as a national destination—due to the bourbon industry, a desire to increase economic activity, and opportunity for the redevelopment of downtown—the City and its partners have endeavored to improve Frankfort’s arts and culture presence, particularly in the downtown area. To that end, the City applied for and won an Our Town grant from the National Endowment for the Arts to express community values and vision through public art and to enhance cultural amenities throughout the city.

Like life around the world in 2020, the planning process was upended by the COVID-19 pandemic. What was initially envisioned as a series of large public meetings was retooled to accommodate our new reality. Online focus groups were held alongside and enhanced survey effort. An in-person socially distanced outdoor ‘choose your own adventure’ engagement opportunity was set up at a sculpture park that allowed for in person engagement safely.

The efforts yielded extensive input and greatly influenced the outcomes of the plan. The plan recognizes short, medium, and long term strategies to reach some broad and bold visions. By following the strategies outlined in this document, the City will be able to phase in the proposed projects and programs in an orderly way as the economy recovers.

CLIENT

City of Frankfort, Kentucky

COMPLETED

2021

TEAM

- Josh Lapp
- Amanda Golden

AWARDS

2021 APA Kentucky Special Merit Award for Outstanding Plan

SERVICES

- Arts & Culture Planning
- Community Engagement



2

SOLUTION & TIMELINE

SYSTEM CONCEPT & SOLUTION

We understand that the City of Leander is looking for a comprehensive art and culture master plan that delivers a clear vision for arts and culture and provides a feasible action plan to fully realize the City's artistic potential.

OUR UNIQUE APPROACH TO ARTS & CULTURE COMMUNITY ENGAGEMENT

This planning process could reasonably define Plan stakeholders as “anyone and everyone who might contribute to or experience culture within the City of Leander.” Though admittedly a bold stroke, we indeed intend to invite all City residents and creators to participate in the creation of this Art and Culture Master Plan. Different people will require different types of invitations, and different types of engagement experiences, to become involved; our engagement strategy will be oriented around aligning invitations and feedback opportunities with a person's affinity-based culture(s) and identity(ies), to maximize the likelihood they will engage. This means we will leverage relationships with credible storytellers in various affinity groups who can offer invites to and facilitate conversations with our key stakeholders. Our team then has a suite of proven strategies to employ, as appropriate, with those who show up. Specific groups to target, and possible strategies to engage them, will include:

City Leadership — The Art and Culture Master Plan will be implemented at the City level, by City employees, and these professionals need to be fully bought in if the plan's action items are to be faithfully implemented. The team will likely conduct 1-on-1 interviews with the leaders of each department to discern their function(s), how they might integrate arts and culture into their work, possible barriers to integration, and how to overcome these barriers.

Arts Organization Leadership — Whether they are directing a major institution, a small and/or non-traditional arts organization, or an arts-focused business, leaders in the arts and culture space are obvious stakeholders in the planning process, as the recommendations therein will directly affect their work. In this process, these leaders may be engaged 1-on-1, or perhaps in focus groups of 8-10 at a time.

Artists/Creators — The opinions of all types of creators must be captured in the Art and Culture Master Plan, for obvious reasons. It is critical that local artists are hired to engage with their fellow artists, and that they are given significant leeway to determine how that engagement occurs. In addition to this targeted outreach, several public engagement events will be planned to introduce creatives and the general public to the planning process and what is hoped to be gained through it (for example, a Pecha Kucha-style event at which 5-6 creatives deliver a 6 minute, 40 second presentation of their work to an audience of fellow creators and arts-lovers).

Non-traditional Artists & Leaders — Arts and cultural plans today must go beyond traditional sources of dominant culture-approved “culture” to highlight sources of art and culture that have historically been overlooked. Members of these communities may be understandably reticent in official conversations, and may benefit from facilitated conversations in safer spaces.

General Public — The general public may or may not seek out local culture, and it will be important to find out why — what they love about what is currently offered, what they think is missing, various ways in which culture is accessible to them (or not), and how to improve. In addition to the open-invite, in-person events discussed above, the planning process will include a website and social media that provides information about the plan and how to provide input for it. This will feature an online events calendar, a contact form, and a survey that is heavily (and creatively) promoted. The engagement team will also attend relevant community events to meet people where they are and invite them into compelling, on-the-spot conversations about local culture.

Youth — Young people are key generators and consumers of culture, and their perspective is important in any planning process. Facilitated conversations with fellow youth leaders will be targeted to keep their attention and elicit their thoughts.

PROGRAM & PLAN

The proposed scope for the City of Leander Art and Culture Master Plan is below. The scope should be refined with input from staff. Please note that references to "Client Group" mean the City of Leander designated project manager, the Parks and Recreation Department staff, the Leander Public Arts and Culture Commission (LPACC), Council-appointed commissioners, City staff, and other designated personnel, and the "Team" refers to personnel from Designing Local.

TASK 1: MOBILIZATION

1.01: Research and document an inventory of existing art and cultural assets throughout Leander.

The Team will work with the Client Group to determine what current cultural destinations and attributes are revered and valued. Understanding the existing supply of arts and cultural facilities and programs in Leander will be key to identifying future opportunities for arts and culture in the community. The Team will be familiar with the following:

- Relevant previously prepared plans for the City, existing city policies, permits and ordinances, other City plans currently being developed, and strategic plans of existing Leander arts and cultural organizations;
- Geographic distribution of cultural attributes and assets;
- Leander history;
- All Art and Culture work in Leander in the last 5 years;
- National assessment of conditions and trends in Art and Culture Planning, paying special attention to municipalities of similar size and character both locally and nationally as benchmark counties.

1.02: Discover Leander. The Team will meet with the staff for an intense orientation. This is anticipated to be a day long session and include a tour of the City, highlighting any existing art, cultural, and historic destinations throughout the City. A staff person will be expected to lead this tour.

A meeting with the Client Group will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. This Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the Project goals and outcomes.

1.03: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Art and Culture Master Plan. This will address the role and responsibility of the staff and consultants with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the staff and the team project manager.

1.04: Design a project website. The Team will create a project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, and any other relevant information to the planning process.

Task 1 Deliverables

- Project website/webpage
- Project Framework - Work plan and overall timeline of the project
- Stakeholder List with contact information

TASK 2: COMMUNITY DIALOGUE & ENGAGEMENT

2.01: Determine existing attitudes and perceptions, opportunities and challenges to creating the Art and Culture Master Plan. Upon completion of Task 1, the Team will meet with key stakeholders to listen and learn about the City. Stakeholder meetings may take place in one-on-one or focus group sessions and may include the Leander Public Arts and Culture Commission (LPACC), City Council, community members, and other leaders of non-government entities. During this series of meetings, the Team will determine an internal vision and will discuss the plan for fulfilling the vision. The stakeholder list will be provided by the Staff and the Client Group. Up to 20 individual stakeholder meetings will take place.

2.02: Determine optimal method and process for community engagement opportunities. The Team will work with the staff and the Client Group to design and facilitate a series of workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Leander and the values of the community. A minimum of two public meetings will be facilitated. One event will be to kick off the planning process, the second to solicit the community's big ideas for the future.

- **Create.** The Team will work with the Client Group to design the specific details for each workshop, including specific engagement activities, necessary background research, and essential products. In addition to the engagement workshops, the team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the City's website, and will be available in hard copy in City offices.
- **Market.** The Team will assist with promoting the workshops, including developing the design of all marketing materials. The team will utilize the arts community, neighborhood organizations, and the City to promote the workshops within their networks.
- **Facilitate.** The Team will lead and facilitate an informative and engaging program.
- **Report.** The Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens to key stakeholders, LPACC, and City Council.

Task 2 Deliverables

- Public involvement plan;
- Public workshop series and materials, including surveys;
- Public engagement results.

TASK 3: EVALUATION & ASSESSMENT

3.01: Articulation of a common vision for Leander. Based on the public workshops and stakeholder meetings, the team will extract the story Leander wants to tell to the outside world through its Art and Culture Master Plan. The plan will contain goals and action steps that are achievable within the next 10 years. Each recommendation will be examined for connection to other planning projects throughout the City. It is understood that the objectives of the plan may be subject to change during the planning process. The Plan will cover the following topics and are not listed in a particular order:

- A review of the current Public Art Master Plan and provide specific updated recommendations in accordance with public art best practices with an addition of Culture to the plan.
- Review of the program vision, mission, and goals.
- Review of the existing Parks and Recreation Master Plan and provide a recommendation of how best to integrate the new Art and Culture Master Plan into the existing plan.
- A review of the role of the public art and culture program in Leander, past and present, and recommendations for how to align with the future goals of the Mayor and City Council.
- An assessment of the current art collection and recommendations for collection management (including maintenance and conservation).
- An assessment of current staffing workloads and recommendations for future staffing needs.
- An assessment of the Leander Public Arts and Culture Commission and Parks and Recreation staff roles.

- A review of current funding protocols and recommendations for public art fund best practices.
- Recommendations for public/private partnership opportunities.
- Incorporation of current cultural touchpoints (Martin Luther King Jr Day and Juneteenth) and potential expansion of the celebration of diversity and holidays.

3.02: Develop a strategy to gain community consensus for the Plan. The Team will work to determine the tools and information needed to create the basis for community-wide consensus building.

Task 3 Deliverables

- Draft Plan elements with overall look and design of the final plan book;
- Community outreach strategy and execution for Master Plan adoption;
- Raw data from all collector methods.

TASK 4: INITIAL RECOMMENDATIONS

4.01: Present outline and graphic elements of the plan. The Team will present the structure and components of the Master Plan, including design concepts and format to staff and the Client Group. A list of proposed education and PR materials for public consumption will be included.

4.02: Present draft master plan to the community stakeholders and Leander Staff. The team will provide the community stakeholders, the general public with recommendations and will solicit final comments to gauge the level of support and feedback for any plan changes. The team will also educate staff, the LPACC, local arts and cultural organizations, museums, and project stakeholders about the process of implementing recommendations in the respected departments and with respective partners.

4.03: Creation of the final Plan. The Team will finalize the plan based on feedback from the community stakeholders, staff, and elected officials.

4.04: Outreach Materials. The Team will develop education and PR materials that will communicate the process and outcomes of the Plan for consumption.

Task 4 Deliverables

- Presentation of initial recommendations to community stakeholders and staff;
- Draft and Final Plan including presentation slides;
- Outreach materials.

TASK 5: FINAL PLAN

5.01: Presentation to the Board of Commissioners and residents. The Team will present the final draft of the Plan at a City Commission work session or meeting.

Task 5 Deliverables

- Final Plan presentation to elected officials and public;
- Funding and Resource Recommendations.

ASSUMPTIONS

Please note that references to “Staff” mean the City-designated project manager and personnel and the “Team” means Designing Local team members.

ASSUMPTIONS OF STAFF

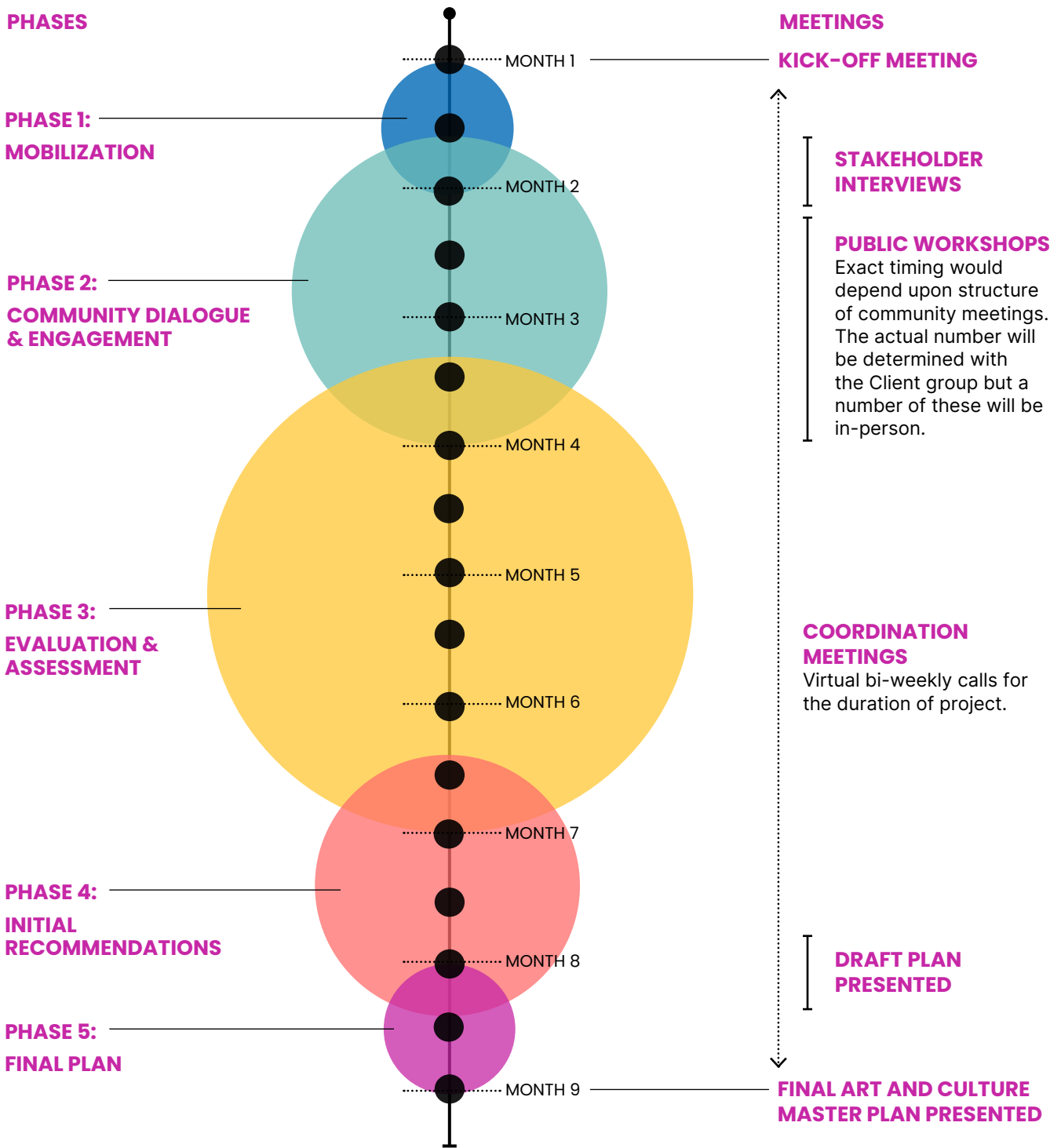
- This approach will be converted to a detailed scope of work finalized in collaboration with the Staff that will address coordination among City of Leander staff.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through community channels and other local opportunities.

ASSUMPTIONS OF TEAM

- The Team will be prepared to have work sessions and project updates at minimum, bi-weekly with Staff.
- The Team will attend all meetings as needed and required and will prepare meeting summaries for Staff, including a monthly progress report as requested.
- The Team will prepare presentation materials in suitable formats for all public meetings.
- The Team will take the lead on facilitating all public meetings.
- The Team will respond in a timely manner to any and all questions from the public and Staff.
- The Team will serve as a liaison between the City, Departments, and community stakeholders.
- The Team will brief City leadership on plan recommendations, as requested.
- The Team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

PROPOSED PROJECT SCHEDULE

Designing Local anticipates that this project will require approximately 9 months to complete. This will include 2 public engagement events and bi-weekly Project Management Team meetings. The process shown below is preliminary and we anticipate refinement of the schedule with input from the Client Group.



PROPOSED PRICING

The following task and fee worksheet is based on the preceding project scope of work. The Team anticipates refinement of the scope of work, and subsequently, the task and fee worksheet. This fee includes travel and expenses. Billing will be performed on monthly intervals and will include incurred expenses to that point of the project. The team anticipates two site visits.

BASE SCOPE OF WORK		
TASK 1	MOBILIZATION	\$5,000
TASK 2	COMMUNITY DIALOGUE & ENGAGEMENT	\$10,000
TASK 3	EVALUATION & ASSESSMENT	\$15,000
TASK 4	INITIAL RECOMMENDATIONS	\$10,000
TASK 5	FINAL PLAN	\$9,000
BASE SCOPE OF WORK TOTAL (NOT TO EXCEED)		\$49,000

3.

DEMONSTRATED KNOWLEDGE OF BEST PRACTICES





ARTS & CULTURE PLANNING EXPERIENCE

We work with communities to create policies, implementation plans, and review processes for public art and cultural facilities. We author plans which articulate a community's desire to implement a vision for public art.

Akron Cultural Plan
Akron, Ohio

Bainbridge Island Community Art Plan
Bainbridge Island, Washington

Chamblee Arts & Culture Plan
Chamblee, Georgia

Clearwater Cultural Arts Strategic Plan
Clearwater, Florida

Danville Arts & Culture Plan
Danville, Virginia

Frankfort Public Art Master Plan
Frankfort, Kentucky
APA Kentucky 2021 Special Merit Award for Outstanding Plan

Henderson Arts & Culture Master Plan
Henderson, Nevada

Peoria Arts & Culture Master Plan
Peoria, Arizona

Rochester Arts & Culture Plan
Rochester, New York

Surprise Arts & Culture Master Plan
Surprise, Arizona

Temple Arts & Culture Plan
Temple, Texas

Upper Arlington Arts & Culture Master Plan
Upper Arlington, Ohio

University District Arts & Character Plan
Columbus, Ohio

PUBLIC ART PLANNING EXPERIENCE

Anaheim Public Art Master Plan
Anaheim, California

Anderson Township Community Arts Plan
Anderson Township, Ohio

Art on High Strategic Public Art Plan & Artist Selection
Columbus, Ohio

Braselton Public Art Master Plan
Braselton, Georgia

Brockton Downtown Accessible Public Art Plan
Brockton, Massachusetts

Cape May County Creative Placemaking Plan
Cape May County, New Jersey
ASLA Ohio 2019 Merit Award, Communications + Research

Canton Public Art Plan
Canton, Georgia

Conway Public Art Master Plan
Conway, Arkansas

Corning Public Art Plan
Corning, New York

Danville Public Art Plan
Danville, Virginia

Downtown Douglasville Public Art Master Plan
Douglasville, Georgia

Duluth Public Art Master Plan
Duluth, Georgia

Emeryville Public Art Master Plan
Emeryville, California

Erie Public Art & Placemaking Plan
Erie, Colorado

Essence of Athens
Athens, Ohio
APA Ohio 2015 Focused Planning Project
ASLA Ohio 2014 Merit Award, Communications + Research

Fairfield Town Center Placemaking Plan
Fairfield, Ohio

Frisco Public Art Master Plan
Frisco, Texas

Fort Wayne Public Art Master Plan
Fort Wayne, Indiana

Germantown Public Art Master Plan
Germantown, Tennessee
APA Tennessee 2020 Outstanding Project/Program/Tool for a Small Jurisdiction

Glenwood Springs Public Art Master Plan
Glenwood Springs, Colorado

Hiawassee Public Art Strategy
Hiawassee, Florida

Lawrence Arts in Parks
Lawrence, Kansas

Los Altos Public Art Master Plan
Los Altos, California

Milpitas Public Art Plan
Milpitas, California

Moline Public Art Master Plan
Moline, Illinois

Montpelier Public Art Master Plan
Montpelier, Vermont

Mooresville Public Art Plan
Mooresville, North Carolina

Mount Dora Public Art Master Plan
Mount Dora, Florida

Port St. Lucie Public Art Master Plan
Port St. Lucie, Florida

Queen Creek Arts & Placemaking Plan
Queen Creek, Arizona

Richmond International Airport Public Art Plan
Richmond, Virginia

Roswell Public Art Master Plan
Roswell, Georgia

Sandusky Public Art & Placemaking Plan
Sandusky, Ohio

San Luis Obispo Public Art Master Plan
San Luis Obispo, California

Sandy Springs Public Art Master Plan
Sandy Springs, Georgia

Sullivant Bright Public Art & Parklet Project
Columbus, Ohio
ASLA Ohio 2021 Merit Award, Planning + Analysis

The Peninsula Public Art Plan
Columbus, Ohio

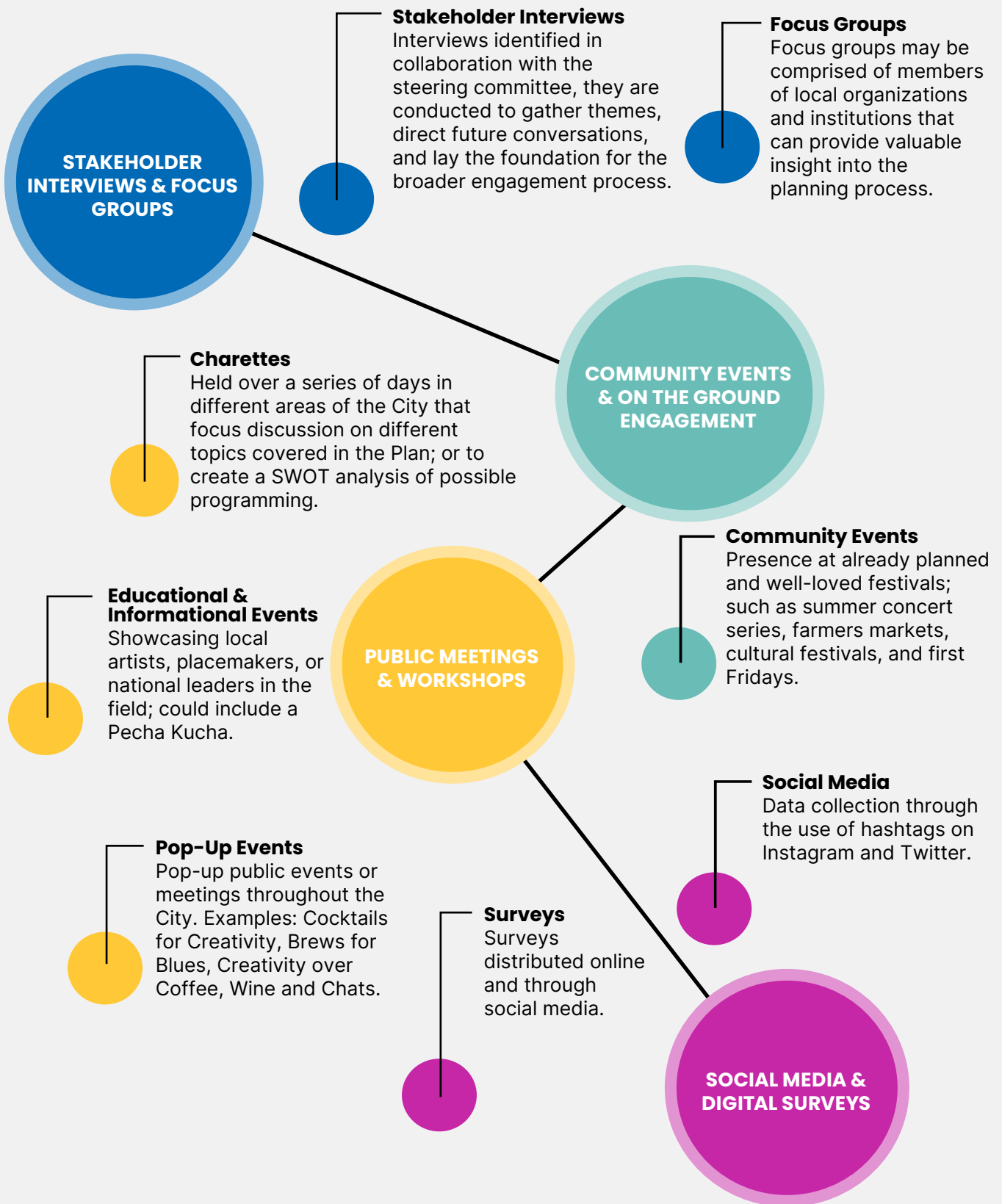
The Point Public Art Plan
Salt Lake City, Utah

Vacaville Public Art Master Plan
Vacaville, California

Woodstock Public Art Plan
Woodstock, Georgia

View our final plans online at https://issuu.com/designing_local

COMMUNITY ENGAGEMENT STRATEGIES & TECHNIQUES



4

REQUIRED FORMS

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFQS S24-009

RESPONDENT'S NAME: Designing Local, Ltd.

DATE: 5/20/2024

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | |
|----|---|
| 1. | Company's Name <u>ArtsNow</u>
Name of Contact <u>Nicole Mullet</u>
Title of Contact <u>Executive Director</u>
E-Mail Address <u>nicole@artsnow.org</u>
Present Address <u>175 S Main St #100</u>
City, State, Zip Code <u>Akron, OH 44308</u>
Telephone Number <u>330.203.1606</u> Fax Number: <u>N/A</u> |
| 2. | Company's Name <u>Town of Erie, Colorado</u>
Name of Contact <u>Patrick Hammer</u>
Title of Contact <u>Director of Parks and Recreation</u>
E-Mail Address <u>phammer@erieco.gov</u>
Present Address <u>450 Powers Street</u>
City, State, Zip Code <u>Erie, CO 80516</u>
Telephone Number <u>303.926.2540</u> Fax Number: <u>N/A</u> |
| 3. | Company's Name <u>City of Port St. Lucie, Florida</u>
Name of Contact <u>Bethany Grubbs</u>
Title of Contact <u>Planner</u>
E-Mail Address <u>bgrubbs@cityofpsl.com</u>
Present Address <u>121 SW Port St Lucie Blvd</u>
City, State, Zip Code <u>Port St. Lucie, FL 34984</u>
Telephone Number <u>772.344.4362</u> Fax Number: <u>N/A</u> |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Designing Local, Ltd.

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A - None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A - None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

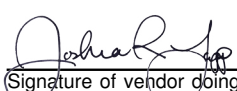
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A - None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


 Signature of vendor doing business with the governmental entity

5/20/2024

 Date

**ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: RFQS S24-009

RESPONDENT'S NAME: Designing Local, Ltd. **DATE:** 5/20/2024

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT**

NO

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT

YES

If yes complete the information below

1. Subcontractor Name _____
 Name of Contact _____
 E-Mail Address _____
 Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____
 Describe work to be performed _____
 Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
 Name of Contact _____
 Title of Contact _____
 E-Mail Address _____
 Address _____
 City, State, Zip Code _____
 Telephone Number _____ Fax Number: _____
 Describe work to be performed _____
 Percentage of contract work to be performed _____ %

- *Add additional pages as needed*

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?


Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.