

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
SOCRATA, INC.  
FOR  
HOSTING CITY DATA PORTAL**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Socrata, Inc. ("Contractor"), having offices at 101 Yesler Way, Suite 402, Seattle, WA 98104.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

**1.2 Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

**1.3 Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

**1.4 Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Charles Blanchet; Phone: 415-505-1662; Email: charles@socrata.com. The City's Contract Managers for the engagement shall be Matthew Esquibel; Phone: 512-974-3218; Email: matthew.esquibel@austintexas.gov and Charles Purma; Phone: 512-974-5644; Email: charles.purmall@austintexas.gov, (collectively, the "City Contract Manager"). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

**2.1 Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**2.2 Background.** In an ongoing effort to provide transparency, participation, and collaboration in government, the City is moving forward with the implementation of a City Data Portal. This initiative is directed by the City Manager and is meant to follow the lead of the Federal government and other municipalities with similar initiatives. Examples of data provided through municipal portals include crime statistics, transportation data, financial data, geospatial data and general data subject to Public Information Act requests.

It is expected that the data portal will be launched initially with a small group of datasets at or near the time of launch of the City's website redesign in December, 2011. The portal will continue to increase in size and scope as more datasets become available from departments. This portal will make City data available in a variety of industry-standard formats and reach three key user groups: 'average' website users, researchers, and software application developers. Furthermore, this interface will provide accessible data sorting, searching, and filtering capabilities as well as community features for dataset commenting, rating, and discussion.

The City is choosing a hosted solution (The Socrata Open Data Platform™) to meet the deadlines set by the City Manager to make City data available to the public. Due to the cost of setting up servers, obtaining database licenses, and the resources required to initiate an in-house development, the City selected Contractor who has all these components in place.

**2.3    Tasks.** The Contractor shall perform the tasks set forth in the Scope of Work, attached hereto as Exhibit A.

**2.4    Service Levels.** Contractor's Open Data Platform shall meet or exceed the service level commitments set forth in the Socrata Social Data Platform™ description attached hereto as Exhibit C.

**2.5    Definitions.**

2.5.1 "City Content" means user profiles, City provided datasets, materials, data, data structures, spreadsheets, information, text, music, sound, photos, video, graphics, code or other items or materials for display on the Site.

2.5.2 "Services" means all those services provided by Contractor to the City as set forth in Exhibit A.

2.5.3 "Site" means the Austin GO website.

2.5.4 "Site Applications" means the online Socrata software applications made available to the City under this Contract.

2.5.5 "User Information" means user messages posted on the Site, discussion forums, or other interactive areas of the Site.

2.5.6 "Web Property" means the webpages within a unique Internet domain or subdomain owned or operated by City.

**2.6    Limited License.** City is granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Contractor, if any, for use by City with the Site ("Site Applications") and the Services, including the right to load, store and display City Content on the Site. The license is subject to the terms of this Contract and does not include the right to: (a) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Contractor; (b) modify or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (c) use of the Site, the Site Applications or the Services other than for their intended purposes. City will use the Site, Site Applications and the Services in conformance with applicable laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Contractor, is strictly prohibited and may result in Contractor terminating the license. Unless explicitly stated herein, nothing in this Contract will be construed as conferring any license to City of any other intellectual property rights of Contractor or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

**2.7    City Password.** City agrees to (a) maintain the security of City's password or key provided by Contractor to access and load City Content on the Site; and (b) accept all risks of unauthorized access to the City Content or other information City provides to Contractor. City is responsible for all activity that occurs under City's account, and City should not share City's password with any third party.

**2.8    City Content.** City is solely responsible for all City Content that is posted or provided to Contractor for the Site. City agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) any of the following:

a. Information that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of an individual's privacy or publicity rights, or fraudulent;

b. Information that would constitute or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law,

including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;

c. Information that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any City Content, City represents and warrants that City has the lawful right to distribute and reproduce such City Content;

d. Information that impersonates any person or entity or otherwise misrepresents City's affiliation with a person or entity;

e. Information that is subject to any export control laws or regulations;

f. Unsolicited promotions, political campaigning, advertising or solicitations;

g. Subject to federal and state law including the Texas Public Information Act, private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

h. Viruses, corrupted data or other harmful, disruptive or destructive files.

**2.8.1 City Content and User Information**. Contractor takes no responsibility and assumes no liability for any City Content and User Information posted, stored or uploaded on the Site by City or any third party, or for any loss or damage thereto, nor is Contractor liable for any mistakes or inaccuracies in City Content or User Information. As a provider of interactive services, Contractor is not liable for any statements, representations provided by City's users in any public forum, personal home page or other Site interactive area. However, Contractor agrees not to publish, distribute, or post any User Information on the Site until 1) the City provides Contractor with a written request for the User Information that includes instructions regarding the discussion group, terms of use, and disclaimers; 2) the City's requested terms of use and disclaimers are posted with the discussion group, and 3) the City has reviewed and approved the discussion group for posting. Although Contractor has no obligation to screen, edit or monitor any of the City Content posted on the Site, CONTRACTOR RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CITY CONTENT POSTED OR STORED ON THE SITE IF THE SAID CONTENT IS NOT PERMITTED UNDER THIS CONTRACT AS SET FORTH ABOVE AND PROVIDED CONTRACTOR PROVIDES WRITTEN NOTICE TO THE CITY CONTRACT MANAGER AT LEAST THREE (3) BUSINESS DAYS PRIOR TO CONTRACTOR'S REMOVAL, SCREENING, OR EDITING OF THE CITY CONTENT OR REQUIRING CITY TO DO THE SAME. CONTRACTOR'S REMOVAL, SCREEN, OR EDIT OF ANY INTERACTIVE AREA INFORMATION OR REQUIRING THE CITY TO DO THE SAME MUST BE IN ACCORDANCE WITH CITY PROVIDED TERMS AND CONDITIONS FOR THE INTERACTIVE AREA(S) AND CONTRACTOR MUST PROVIDE PRIOR WRITTEN NOTICE TO THE CITY CONTRACT MANAGER OF THE SAID ACTION AS STATED ABOVE. CITY IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CITY CONTENT AND USER INFORMATION POSTED OR STORED ON THE SITE AT CITY'S SOLE COST AND EXPENSE. Any City use of the Site, the Site Applications or the Services in violation of the foregoing violates this Contract and may result in, among other things, termination or suspension of City's right to use the Site, the Site Applications and the Services. In order to cooperate with legitimate subpoenas or court orders, or if approved in writing by the City in advance of Contractor's disclosure, Contractor may access and disclose the requested information such as IP addressing and traffic information, usage history, and posted City Content, provided it has notified the City in writing before the disclosure under a subpoena or court order.

**2.9 Rights to City Content**. City retains all intellectual property rights including copyright in and all ownership of the City Content. For the purpose of Contractor performing under this Contract, however, City grants Contractor a limited, nonexclusive, royalty-free, revocable right to use, reproduce, publish, distribute, analyze, perform and display such City Content on the Site for the City. City represents and warrants that (a) City owns and controls all of the rights to the City Content or City otherwise has the right to post such City Content to the Site; and (b) use and posting of the City Content does not violate this Contract. City agrees that Contractor may collect and analyze the data and data structures City posts on the Site, whether private or

public, and City's other activities on the Site in order to tailor the Services to individual user needs and interests to the extent applicable and make the Services the best possible user experience.

2.10 **Suggestions.** The parties acknowledge and agree that any materials City submits regarding the Site, the Site Applications or the Services, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information ("Suggestions"), are confidential and remain the sole property of Contractor. City owns exclusive rights to Suggestions, including all intellectual property rights. Contractor is not entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without prior written consent and compensation to City.

2.11 **Third Party Links.** Third party links on the Site to Web pages and content of third party links (collectively, the "Third Party Links") are not permitted without the City Contract Manager's prior written approval to Contractor. Contractor does not monitor or have any control over any Third Party Links. Contractor does not endorse or adopt any Third Party Links and can make no guarantee as to its accuracy or completeness. Contractor does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Links. Users use such Third Party Links contained in the Site at their own risk.

2.12 **Trademarks.** Contractor, Contractor.com and the Contractor logos and any other product or service name or slogan contained in the Site (other than City's marks and logos) are trademarks of Contractor and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Contractor or the applicable trademark holder. City may not use any metatags or any other "hidden text" utilizing "Contractor" or any other name, trademark or product or service name of Contractor without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Contractor and may not be copied, imitated or used, in whole or in part, without Contractor's prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site (other than City's marks and logos) are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Contractor.

2.13 **Infringer Policy.** In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Contractor has adopted a policy of terminating, in appropriate circumstances and at Contractor's sole discretion, users, subscribers or account holders who are deemed to be repeat infringers. Contractor may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. City understands that Contractor wants to limit its liability as an **online service provider** and follow the DMCA "safe harbor" provisions (immediate removal of purported infringing material upon receiving notice from copyright owners or their agents) and also wants to terminate copyright violators-users of the Site. Contractor should provide notice of this in its terms of use posted on the Site. Please provide City with copy of terms of use. The terms of use for the Site should include the terms of use.

2.14 **Support: Operation of Site and Services.** Contractor will: (i) provide its basic support for the Services (telephone and email support Monday through Friday (excluding holidays) from 9:00 AM to 5:00 PM Pacific Time) to City at no additional charge, and/or upgraded support if purchased separately, and (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (which will be scheduled to the extent practicable to occur on the third Saturday of January, February, April, May, July, August, October, and November, from 8:00 PM to 9:00 PM Eastern Time and on the third Saturday of March, June, September and December from 8:00 PM to Midnight Eastern Time), or (b) any unavailability caused by circumstances beyond Contractor's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Contractor employees), Internet service provider failures or delays, or denial of service attacks.

### **SECTION 3. COMPENSATION**

3.1 **Contract Amount.** The Contractor will be paid a one time fee for implementation and training at the cost of \$30,000 with an ongoing fee of \$3,000 per month for hosting and support. Contractor will be paid the

implementation and training fee upon acceptance of the installation and training. In consideration for the services to be performed under this Contract, the Contractor shall be paid \$66,000 during the initial term for the implementation and training and \$3,000 per month for the vendor-hosted open data platform services; with four (4) twelve (12) month extension options in an amount not to exceed \$36,000 per extension option, for a total contract amount not to exceed \$210,000 for all fees and expenses. The pricing details are set forth on Exhibit B.

### **3.2 Invoices.**

**3.2.1** Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Department
Attn:	IT Front Desk
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

**3.2.2** Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

**3.2.3** Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

**3.2.4** Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### **3.3 Payment.**

**3.3.1** All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

**3.3.2** If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

**3.3.3** The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses.** No travel expense is authorized for this Contract.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

#### **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** The Contract shall be in effect from the date signed by an authorized representative of the City and shall remain in effect for an initial term of twelve (12) months from the successful completion of the implementation and training and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

**4.4 Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

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

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

## **SECTION 5. OTHER DELIVERABLES**

**5.1 Insurance.** The following insurance requirements apply.

### **5.1.1 General Requirements**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and

shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

Attn: Mick Osborne

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

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

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

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

- 5.1.2.1.2 Independent Contractor's Coverage
- 5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

- 5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

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

- Waived  
See attached  
waiver*
- 5.1.2.3.1 The Contractor's policy shall apply to the State of Texas
  - 5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
  - 5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

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

5.1.2.5 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 5.2 **Equal Opportunity.**

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

Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

**5.2.2 Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**5.3 Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**5.4 Delays.**

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

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

**5.5 Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

**5.6 Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**SECTION 6. WARRANTIES/LIMITATION OF LIABILITY**

**6.1 Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.2 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

6.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY CONTRACTOR, THE SITE, THE SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SITE APPLICATIONS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, WHILE CONTRACTOR WILL ATTEMPT TO MAKE CITY'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, CONTRACTOR CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE CITY SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY UPLOAD TO AND FROM THE SITE. Reference on the Site to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Contractor.

6.4 **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY, THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE SITE APPLICATIONS, THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM EITHER PARTY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO EITHER PARTY'S RECORDS, PROGRAMS OR SERVICES.

## SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely

and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

## 7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

- 7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation filed by a member against the Contractor; or
- 7.4.10 significant change in market share or product focus.

#### **7.5 Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### **7.7 Indemnity.**

##### **7.7.1 Definitions:**

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

**7.8 Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**7.9 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office  
ATTN: Contract Administrator  
P O Box 1088  
Austin, TX 78767

To the Contractor:

Socrata, Inc.  
ATTN: Charles Blanchet  
101 Yesler Way, Suite 402  
Seattle, WA 98104

**7.10 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Confidential Information does not include any information that: a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Contract; b) is independently developed by the receiving party; c) is acquired by the receiving party from another source without restriction as to use or disclosure; or d) is or becomes part of the public domain through no fault or action of the receiving party.

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

**7.12 No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without

liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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

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

7.18 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

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

#### **7.20 Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a

minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### **7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

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

#### **7.22 Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

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

### **7.23 Living Wages and Benefits.**

7.23.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.23.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

7.23.3 The City requires Contractors to provide a signed certification within five (5) calendar days of contract execution certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan (see Exhibit E, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.23.4 The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

- 7.23.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
- 7.23.4.2 time and date of week when employee's workweek begins;
- 7.23.4.3 hours worked each day and total hours worked each workweek;
- 7.23.4.4 basis on which employee's wages are paid;
- 7.23.4.5 regular hourly pay rate;
- 7.23.4.6 total daily or weekly straight-time earnings;
- 7.23.4.7 total overtime earnings for the workweek;
- 7.23.4.8 all additions to or deductions from the employee's wages;
- 7.23.4.9 total wages paid each pay period; and
- 7.23.4.10 date of payment and the pay period covered by the payment.

7.23.5 The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications for all employees directly assigned to the contract containing (see Exhibit F, Living Wages and Benefits Employee Certification):

- 7.23.5.1 the employee's name and job title;
  - 7.23.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - 7.23.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.
- 7.23.6 The employee certifications shall be signed by each employee directly assigned to the contract.
- 7.23.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.
- 7.23.8 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph verify compliance with this provision.

7.24 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be

deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

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

**7.27 Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**7.28 Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm> .

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Socrata, Inc.

By: \_\_\_\_\_  
Signature

Name: Kevin S. Merritt  
Printed Name

Title: President & CEO

Date: 10/24/11

City of Austin

By: \_\_\_\_\_  
Signature

Name: Cynthia Gonzales  
Printed Name

Title: Corporate Contract Compliance Manager

Date: 11/10/11

### **List of Exhibits**

- |           |  |
|-----------|--|
| Exhibit A | Scope of Work                                      |
| Exhibit B | Pricing  |
| Exhibit C | Socrata Social Data Platform™                      |
| Exhibit D | Non Discrimination Certification                   |
| Exhibit E | Living Wages and Benefits Contractor Certification |
| Exhibit F | Living Wages and Benefits Employee Certification   |

**Exhibit A**  
**Scope of Work**

**Socrata Social Data Platform™**

Contractor will provide the City with the hosting, implementation, training and support of the Socrata for Government Open Data platform. The implementation will be a turnkey solution with a short development time that coincides with the release of the AustinGO website redesign project—currently scheduled for December 2011.

**Setup**

- The Contractor will provide project management with experience in setting up and configuring the Socrata Open Data API.
- The Contractor will provide assistance in developing custom themes/skins that comply with City design standards and policies.
- The Contractor will provide assistance in installation and implementation of additional tools such as a Social Data Player.
- The Contractor will assist City staff in the identification, transformation and visualization of data sets to be made available on the open data platform.

**Performance**

- The Contractor will provide at least 50GB of storage.
- The Contractor will provide at least 250GB of data bandwidth each month.
- Product/Service updates and maintenance will be included throughout the subscription period and will include email and telephone support.

**Features**

- The Contractor will provide a privately branded URL for the datasets published in the open data platform.
- The Contractor will provide open data catalog tools that allows users to search datasets through metadata or content.
- The Contractor will be able to report how data sets are being used and assess overall open data platform performance
- The Contractor will provide analytics that show the popularity, general use and trends related to published datasets.
- The Contractor will provide latitude and longitude information for datasets requiring visual mapping presentation.
- The Contractor will allow for integration of social networking tools like commenting on datasets, sharing datasets and ability to rate/rank/nominate datasets.

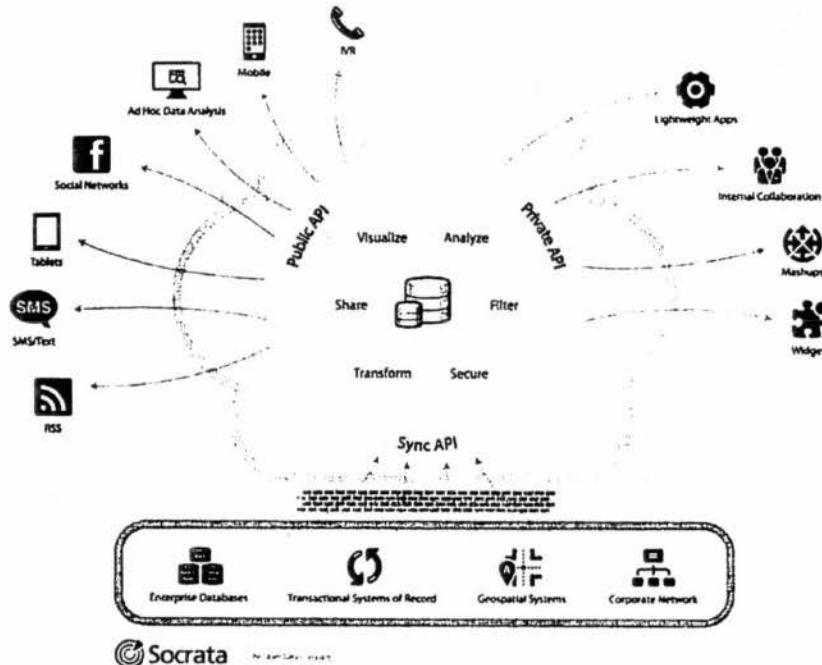
**Training**

- The Contractor will provide training that includes training for programmers who will be using the Socrata API to set up data entries for publishing. The Contractor will provide training for City staff who will be responsible for publishing data sets using the Socrata open data platform.

## About Socrata

Socrata is the leading developer and provider of Open Data Services, a category of cloud-based Web 2.0 solutions that enable federal, state, and local governments to dramatically improve the reach, usability and utility of their public information assets.

The Open Data Platform™ is a turnkey information delivery platform that reduces lifecycle management costs for our clients while boosting their ability to disseminate relevant information and to deploy data-driven services to a wide range of audiences including citizens, developers, researchers, journalists and internal stakeholders.



The cloud-based Socrata platform transforms information assets – tabular data, geospatial data, unstructured content and real-time data from transactional systems – into a consumption-optimized and socially-enriched experience, that is automatically accessible across multiple channels of interaction.

### **Socrata Proposed Solution**

Based on our understanding of the City's requirements, Socrata proposes the Socrata Open Data Platform™ *Plus* Plan, which includes:

- Capabilities for easy dataset uploading by the content managers assigned to the Web Property
- Privately branded and embeddable Open Data Player™
- Advanced visualization tools
- The Socrata Open Data API (SODA), an open, license-free, standards-based API for providing developer access to datasets and publisher access for uploading, appending and refreshing content
- A comment moderation system
- A dataset nomination system
- 50 GB of data storage
- 250GB per month of data delivery bandwidth services
- 

Optional modules that are added to the base Socrata Open Data Platform™ *Plus* Plan include:

- Open Data Catalog module (fully-configurable and brandable data catalog that allows audiences to search for and browse the entire library of public datasets in the datasite)
- Private URL (DNS CNAME) Module that allows the City to privately brand the URLs of datasets, the dataset discovery module and the API. This module allows the city's datasite to reside, for example, at <http://data.Austin.gov> instead of <http://Austin.socrata.com>
- Advanced performance metrics showing how data is being accessed and disseminated across the web
- Geo-coding module (assigns latitude and longitude values to any location rows within a dataset)
- Standard Dataset routing and approval
- 

Throughout the subscription agreement, the Socrata Open Data Platform™ will automatically and transparently receive the latest product and service updates and maintenance. The Socrata Open Data Platform™ subscription also includes email and telephone support.

## **Proposed Solution Description**



The Socrata Open Data Platform™ allows organizations to make data available to the public by transforming the way audiences consume and share public datasets, enabling organizations to boost audience participation and engagement. Agencies can design and configure an agency-branded datasite that provides access to the agency's datasets in a sub-site that matches the look and feel of the agency's primary website.

The Socrata Open Data Platform™ and the embeddable Open Data Player™ enable both technical and non-technical audiences to interact with data online. Scientists, researchers and analysts can download data in a multitude of formats including XML, CSV, XLS and JSON, while less technically savvy users can access data through an intuitive, familiar user interface, much like media players are used for audio and video content. This interface provides accessible data sorting, searching, and filtering capabilities as well as community features for dataset commenting, rating and discussion.

### **Privately Branded Data Discovery Experience**

The proposed solution also includes two add-ons: The Open Data Catalog module and the Private URL. Combined with the Socrata Open Data Platform™ Plus Plan, these add-ons allow the City of Austin to create a full-featured, customizable data catalog website (also described as a datasite) running on its own domain thus allowing users to search for datasets by keyword; browse datasets by customer-defined categories or by tags; page through datasets; and finally sort datasets based on several attributes such as popularity.

A screenshot of a web browser displaying a custom-branded data catalog site. The header features the City of Austin logo and the text "Introducing DATA.austin". Below the header, there are sections for "Number of Businesses and People", "Austin Health Department", "Austin Parks Board", and "Austin Housing Authority". The main content area shows a grid of dataset cards with titles like "Austin Parks Board", "Austin Health Department", and "Austin Housing Authority". At the bottom, there is a footer with links to "Austin Parks Board", "Austin Health Department", "Austin Housing Authority", and "Austin City Council".

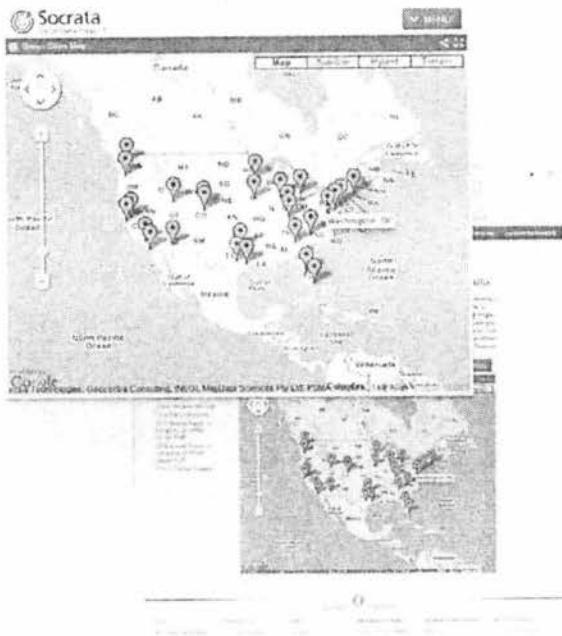
*Example of a Privately-Branded Socrata-powered Socrata Open Data Platform™ Datasite*

### Socrata Open Data Player™



The Socrata Open Data Platform™ includes the innovative Socrata Open Data Player™, which can be both redistributed and integrated with popular websites and social networks, allowing audiences to republish data on their website or even share data through Facebook or Twitter.

- Without any software or downloads, users can sort, filter, analyze, and visualize datasets.
- Social media integration makes it easy for audiences to propagate data across the Web.
- Communities can discuss and comment, unlocking new insights from data.
- Publishers or the community moderate the quality of participation, requiring low comment and discussion maintenance.
- Content managers easily upload and manage datasets to a privately branded data site, add dataset descriptions and metadata.



*The Socrata Open Data Player™ Embedded Within a Website*

#### Socrata Dataset Performance Metrics

The City's data content managers can track civic engagement, using Socrata Dataset Performance Metrics to trend dataset access statistics and track the proliferation of datasets on 3rd party websites.

- Trend the performance of dataset access statistics
- Track the propagation of datasets, creating a network graph of influential 3rd party websites

#### Socrata Sitewide Analytics

City's data content managers and administrators can further track civic engagement, using Socrata Sitewide Analytics to trend and monitor aggregate statistics across the entire datasite. Analytics are recorded at the API and do not rely on persistent cookies in the browser.

- Trend aggregate datasite visitation, consumption, socialization and engagement statistics
- Trend aggregate datasite access metrics by access method – API, interactively online, embedded offsite, download
- Identify most accessed datasets within the datasite
- Identify top referring hosts sending visitors to the datasite
- Identify top embedded datasets, accounting for the largest offsite access to data
- Understand the kind of data audiences are genuinely interested in by analyzing site-wide search trends
- Adjustable date window reports aggregate statistics by day, week, month, year or a user-defined date range



*The Socrata Site Wide Analytics Dashboard*



The Socrata Open Data API provides an open, standards-based, RESTful application programming interface for City datasets. Offering programmatic access to data allows developers to combine datasets and web services to create new applications and mashups.

- Allows rapid integration with and publishing from existing, industry standard databases; allowing for personally identifiable information removal and time lag
- Unlocks the ability for machine processing of datasets
- Empowers developers to combine datasets with other web services for new mashups and applications
- Provides a consistent API, reducing the technical costs of accessing multiple APIs
- Supplies developers with procedures and functions common to all datasets delivered through the Socrata Open Data Platform™

```

{
  "dataset": {
    "id": "1234567890",
    "name": "2008 Report to Congress on White House Staff",
    "ownerEmail": "johndoe@whitehouse.gov",
    "category": "Government",
    "rowCount": 8,
    "createdAt": "2008-01-01T00:00:00Z",
    "modifiedAt": "2008-01-01T00:00:00Z",
    "authorOrganization": "The White House",
    "url": "http://www.whitehouse.gov",
    "rowPerPage": 20,
    "rowOffset": 0,
    "rowTotal": 8,
    "totalPages": 1,
    "viewType": "table"
  }
}
  
```

*Accessing the Open Data API From a Dataset Page*

### Geo-coding Capabilities

The add-on capabilities include the Geo-coding Module, which location enables datasets by assigning latitude and longitude values to rows within a dataset, so that the data can be plotted or mapped visually.

The Geo-coding module allows automatic creation of location data from US address data or existing latitude and longitude columns. Positions can be determined from as little information as zip codes. With automatic coordinate generation, datasets can be mapped on any of the platform's compatible base maps, such as Google, ESRI and Bing. The location data can be mashed up with values, such as un-employment rates, to create heat maps and other complex map based visualizations.

The screenshot shows a configuration interface for automatic geo-coding. It features four dropdown menus labeled 'Street', 'City', 'State', and 'Zip Code', each with a 'None' option selected. Below these dropdowns is a section titled 'Required Fields' containing two buttons: 'Create' and 'Cancel'. The entire interface is contained within a light gray box.

### *Automatic Geo-coding Options*

#### Standard Publisher and Administrator Dataset Approval and Management

The proposed solution includes capabilities to help publishers create, manage and share datasets:

- Publishers can share datasets privately with others and assign privileges for each collaborator on an-hoc basis prior to publishing.
- Publishers can update an offline version of their datasets without changing the current published version, then promote the most up-to-date version live. This allows publishers to work offline and seek approvals prior to publishing, if necessary.
- Publishers can temporarily or permanently transfer dataset ownership to others.
- Specify datasite and dataset-level default licensing, attribution and terms of use. This and other metadata remains attached to the dataset within the datasite as well as being embedded outside of the datasite via the Socrata Open Data Player™.
- Append data to an existing dataset, both through the publisher user interface and the publisher API, without loss of data or metadata.
- Refresh an existing dataset, replacing all existing rows with new rows, both through the publisher user interface and the publisher API, without loss of metadata.
- There are four basic permission levels that a domain administrator can set:
  - Editors can create and edit datasets that they own
  - Publishers can do anything an editor does, plus editing other users' datasets (and metadata), marking another user's datasets public or private, and moderating comments.
  - Designers can create and edit their own datasets, as well as configure their site's design and SDP [What does SDP stand for?]templates

- Administrator can do any of the above, plus managing the permissions of users and re-assigning dataset ownership.
- Dataset moderation can be performed by Publishers and Administrators:
  - Community commenting can be disabled.
  - If community moderation is enabled, once a comment has two negative 'votes' by the community it is marked as inappropriate and removed.
  - If publisher moderation is enabled, all comments must be approved before posting.
- Administrators can delete user created views, promote datasets or views by placing them on the main catalog page, or change the default dataset view.
- Socrata or the City of Austin team can use the Publisher API to automate data management processes such as publishing and periodic updates.
- Agencies can enable a "Dataset Suggestion" system to allow citizens to suggest datasets and vote on datasets already suggested by others.

#### Private URL

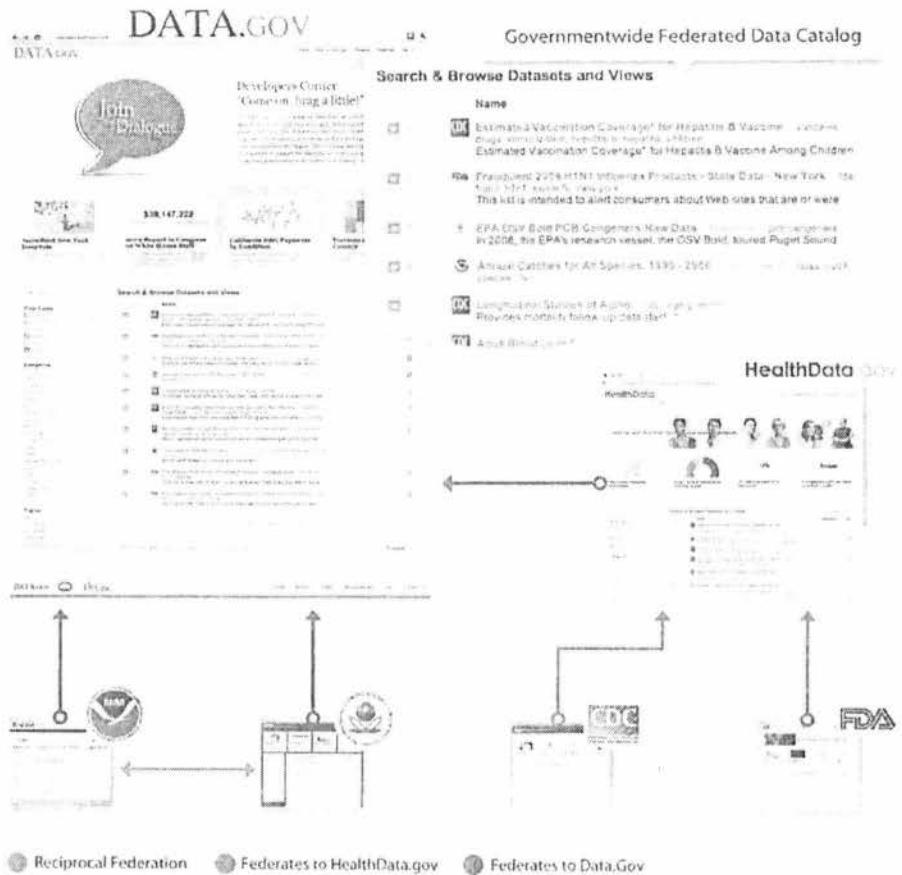
The optional Private URL (DNS CNAME) Module allows you to privately brand the URLs of datasets, the Open Data Catalog module and the API. This module allows your data site to reside.



#### Open Data Federation Services

Socrata Open Data Federation Services (ODFS) allows data publishing organizations share their data with each other's audiences exposing and/or federating their respective metadata catalogs. Open Data Federation Services is included with all Socrata Open Data Platform plans. Socrata Open Data Federation Services may be configured in a number of ways:

- A source domain can expose part or all of its metadata catalog to another target domain
- A domain can act exclusively as a *source*, exclusively as a *target*, or both as a *source* and a *target*



*A Simplified Illustration of a Federated Architecture using Socrata Open Data Federation Services*

**Exhibit B**  
**Pricing**

**Pricing**

<b>One-Time Non-Recurring Service Fees</b>			
<b>Product/Service</b>	<b>Description</b>	<b>Qty</b>	<b>Extended</b>
Developer API Training	7 hour, instructor-led course providing programmer training on the use of the Socrata Open Data publisher API. This is an onsite, daylong API training course. Travel costs not included and will be billed, at cost, separately.	1	\$2,000
Publisher Training	Data Publisher training on the use of the Socrata Open Data Platform. This is a 120-minute training session performed remotely by a Socrata training professional.	6	\$4,000
Implementation Manager	A Socrata Implementation Manager will lead your Open Data program to a successful launch.	40	\$5,500
Site Design, Custom Theming & Skinning	Socrata assistance in theming and skinning your privately branded data site.	40	\$5,000
Custom Social Data Player Template	Socrata's design team will help you design a custom Social Data Player template for your organization.	1	\$500
Socrata Data Analyst	A Socrata Data Analyst will help you identify, transform, load and visualize your data.	100	\$13,000
<b>Total - Non-Recurring Service Fees</b>			<b>\$30,000</b>

**Note:** Any travel or travel related expenses for the Developer API training is inclusive in the price.

<b>Monthly Recurring Charges</b>			
<b>Solution Elements</b>	<b>Description</b>	<b>Qty</b>	<b>Total</b>
Social Data Platform - Plus Plan	Transform the way audiences consume and share public datasets, boost audience participation and engagement.	1	\$1,000.00
<b>Recommended Modules</b>			
Private URL	Privately brand the URLs of datasets, the Open Data Catalog module and the API.	1	\$500.00
Open Data Catalog	Interactive data catalog that allows your visitors to search, browse, and find datasets based on their metadata or contents.	1	\$600.00
Advanced Dataset Performance	Analyze how your data has been accessed and redistributed in real-time.	1	\$200.00
Sitewide Analytics Module	Aggregate statistics for the entire Open Data Catalog Site, including search trends, most popular datasets and most referring external hosts.	1	\$500.00
Geocoding Module	Assign latitude and longitude information to every row within a dataset. This information can then be used to plot or map datasets visually.	1	\$200.00
<b>Total Monthly Charges</b>			<b>\$3,000</b>

- The monthly recurring charges (\$3,000) will remain at the same level for the duration of the Contract and all future Contract extensions. The set-up fees are not required for renewals or extensions.

**Exhibit C**  
**Socrata Social Data Platform™**

**Availability Statement**

As a Software-as-a-Service provider, Socrata is committed to ensuring reliability and availability by delivering a world-class infrastructure as its foundation. To that effect, Socrata maintains redundancy at the data center level as well as at the equipment level within each data center. A robust back-up infrastructure underpins the failover process between the critical operational components.

The Socrata Open Data Platform™ is hosted and located in the continental United States. The facilities are fully redundant, SAS 70 data centers owned and operated by Savvis, Inc. The facilities are located in Seattle, WA, and Chicago, IL.

**Availability Details**

- Two geo-redundant datacenters
- Two copies of all data in each datacenter
- Data is stored on servers utilizing RAID 10 storage
- All data and related metadata is replicated to an on-site backup server, with comparable hardware configuration as the primary server and capable of becoming the primary server in the event of failure. The recovery point objective (RPO) is actively monitored and maintained below 20 minutes. Historical copies of replicated data are maintained in a limited rotation.
- All data and metadata is replicated to a secondary, geo-diverse data center. The secondary data center includes hardware for operating the service at full capacity, should the primary datacenter fail for an extended period of time.
- Socrata staff periodically test and validate restoration, as well as simulating failure scenarios to validate and improve existing contingency plans.
- Scheduled maintenance is performed without disruption of service. When disruption of service is unavoidable, maintenance will take place during a scheduled maintenance window late on Saturday evenings.

**Service Level Agreements (SLAs)**

Category	Key Performance Indicators	SLA
Availability	Availability average over 3 mo.	Quarterly uptime at least 99.9% excluding published maintenance windows.
Maintenance	Adherence to windows	Cumulative maintenance windows <24 hours in a year.
Back-ups	Recovery Point Objective	Under 20 minutes.
API	Availability	Peak 500,000 requests/hour for any single web property

**Security**

**Physical security:** Single point of entry to hosting areas, Main access monitored 24x7x365, Surveillance cameras in facility, Access validation with identity check, Access only to persons on Socrata approved access list or sub-contracted data center provider.

**Electronic security:** Login validation, Creation of system-level accounts only as verified by Socrata, Access to servers via encrypted means, Servers running behind secure redundant firewalls

**FISMA Certification and Accreditation**

We recently received our Approval to Operate (ATO) for both Data.Gov (GSA) and CDC for FISMA Low and we have committed to go back through the process for FISMA Moderate by year-end. Our

FISMA Low accreditation applies to the following publications.

- FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems"
- NIST SP 800-60, "Guide for Mapping types of Information and Information Systems to Security Categories."
- NIST SP 800-30, "Risk Management Guide."
- OMB M-04-04, "E-Authentication Guidance for Federal Agencies"
- FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems"
- NIST SP 800-53 R3, "Recommended Security Controls for Federal Information Systems."
- NIST SP 800-18 Revision 1, "Guide for Developing Security Plans for Information Technology Systems."
- NIST SP 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems"
- NIST SP 800-34, "Contingency Planning Guide for Information Technology Systems"

#### **Third Party Security Audit**

Socrata engaged IOActive to evaluate the security threats and risks associated with their external web application, and to perform a vulnerability assessment and penetration test. As a result, IOActive consultants performed an extensive security assessment of the identified application.

*"The IOActive consultants found the assessed application to be in good security standing overall—it contained little in terms of critical vulnerabilities and the one high-risk item found that enabled session hijacking was remediated quickly by Socrata staff."*

**Exhibit D**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

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

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

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

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

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

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 24<sup>th</sup> day of October, 2011

CONTRACTOR

Authorized  
Signature

Title

Kevin S. Merritt

K. S. Merritt

President & CEO

**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**Living Wages and Benefits Contractor Certification**  
*(Please duplicate as needed)*

Pursuant to the Living Wages and Benefits the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this Contract:

are compensated at wage rates equal to or greater than \$11.00 per hour; and  
are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Cam Caldwell	National Account Manager
Clint Tsens	Software Engineer

all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

If Contractor violates this Living Wage provision Contractor shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the Contractor to possible suspension or debarment.

Company Name		
Signature of Officer or Authorized Representative	Title	Date
	President & CEO	10/24/11
Type or Print Name		
Kevin S. Merritt		

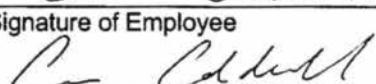
**EXHIBIT F**  
**CITY OF AUSTIN, TEXAS**  
**Living Wages and Benefits Employee Certification**

Contract Number:	Description of Services: Socrata/Austin City Data Portal
Contractor Name:	Socrata

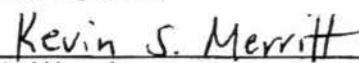
Pursuant to the Living Wages and Benefits provision of the Contract, the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name Cam Caldwell	Title <del>10-24-11</del> National Account Manager
Signature of Employee 	Date 10-24-11
Type or Print Name	

  
(Witness Signature)

  
(Printed Name)

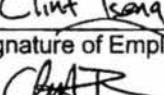
**EXHIBIT F**  
**CITY OF AUSTIN, TEXAS**  
**Living Wages and Benefits Employee Certification**

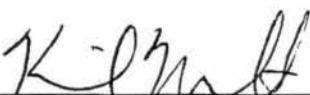
Contract Number:	Description of Services: Socrata/Austin City Data Portal
Contractor Name:	Socrata

Pursuant to the Living Wages and Benefits provision of the Contract, the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name Clint Tseng	Title Software Engineer
Signature of Employee 	Date 10/24/2011
Type or Print Name Clint Tseng	

  
(Witness Signature)  
Kevin S. Merritt  
(Printed Name)



Amendment No. 1  
of  
Contract No. NC1200000012  
for  
Hosting City Data Portal  
between  
Socrata, Inc.  
and the  
City of Austin

1.0 The following performance requirements shall be added to Exhibit A, Scope of Work, under the Performance section:

Number of API calls/day: 250k  
Geocoding Requests Per Month: 250k  
Number of System Administrators: 2  
Number of Social Data Player Templates: 1  
Number of Licensed Web Properties: 1

2.0 MBEANBE goals were not established for this Contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions of the Contract remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporate into and made a part of the above-referenced Contract.

Signature and Date: K. Minkley  
Printed Name: Kenneth Minkley  
Authorized Representative

Socrata, Inc.  
101 Yesler Way, Suite 402  
Seattle, WA 98104

Signature and Date: K. Minkley  
Printed Name: Kenneth Minkley  
City of Austin  
Purchasing Office

Reviewed and Approved  
Cynthia Gonzales 1/10/12  
Cynthia Gonzales Date



## City Council

# Regular Meeting of the Austin City Council

## October 20, 2011

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### Item 40 - October 20, 2011

Authorize award, negotiation, and execution of a 12-month service agreement with SOCRATA, INC., Seattle, WA, to provide vendor-hosted open data platform services in an amount not to exceed □66,000, with four 12-month extension options in an amount not to exceed □36,000 per extension option, for a total contract amount not to exceed □210,000.

**The motion authorizing the award, negotiation and execution of a service agreement with Socrata, Inc. was approved on consent All consent items are acted on by one motion and one vote. on Council Member Spelman's motion, Council Member Martinez' second on a 6-0 vote. Mayor Pro Tem Cole was absent.**

 <h1 style="text-align: center;">AGENDA</h1> 								
<b>Recommendation for Council Action (Purchasing)</b>								
Austin City Council	Item ID:	10166	Agenda Number	40.				
Meeting Date:	October 20, 2011							
Department:	Purchasing							
Subject								
<p>Authorize award, negotiation, and execution of a 12-month service agreement with SOCRATA, INC., Seattle, WA, to provide vendor-hosted open data platform services in an amount not to exceed \$66,000, with four 12-month extension options in an amount not to exceed \$36,000 per extension option, for a total contract amount not to exceed \$210,000.</p>								
Amount and Source of Funding								
<p>Funding in the amount of \$66,000 is available in the Fiscal Year 2011-2012 Capital Budget of the Financial and Administrative Services Department, Communications and Technology Management. Funding for the extension options is contingent upon available funding in future budgets.</p>								
Fiscal Note								
<p>A fiscal note is attached.</p>								
Purchasing Language:	Single Source							
Prior Council Action:	May 26, 2011, approved 12-month contract with Code for America fellowship program. April 28, 2011, approved contracts for staff augmentation for Phase 2 of the AustinGO Project. December 17, 2009, approved contract for Phase 1 of said project for an assessment of the City web portal and redesign requirements.							
For More Information:	Mick Osborne, Specialist Sr. Buyer /974 2995							
Boards and Commission Action:								
MBE / WBE:	This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.							
Related Items:								

## Additional Backup Information

In an ongoing effort to provide transparency, participation, and collaboration in government, the City of Austin is moving forward with the implementation of a City Data Portal. This initiative is directed by the City Manager and is meant to follow the lead of the Federal government and other municipalities with similar initiatives. Examples of data provided through municipal portals include crime statistics, transportation data, financial data, geospatial data and general data subject to Public Information Act requests.

It is expected that the data portal will be launched initially with a small group of datasets at or near the time of launch of the City of Austin website redesign in December, 2011. The portal will continue to increase in size and scope as more datasets become available from departments. This portal will make City data available in a variety of industry-standard formats and reach three key user groups: 'average' website users, researchers, and software application developers. Furthermore, this interface will provide accessible data sorting, searching, and filtering capabilities as well as community features for dataset commenting, rating, and discussion.

The City of Austin is choosing a hosted solution (The Socrata Open Data Platform<sup>TM</sup> ) to meet the deadlines set by the City Manager to make data available to the public. Due to the cost of setting up servers, obtaining database licenses, and the resources required to initiate an in-house development, selecting a vendor with all these components in place is imperative to provide this service.

Implementation and training for the service is a one-time cost of \$30,000 with an ongoing fee of \$3000 per month for hosting and support.

The City's web redesign team reviewed all known major municipal open data portals in the United States including Washington DC, San Francisco, and New York City and they found that there were two providers for this service. Upon comparing the two solutions against the City's requirements, the Socrata solution was chosen primarily because it was the only solution with an application programming interface which allows the ability for a variety of user options to view, filter, and consume the raw data made available on the portal. In addition, the Socrata solution is the only solution that provides the capability to push data into the Federal data catalogue, uses standard ESRI integration (ESRI is the City standard for GIS data), and it contains social features encouraging participation and collaboration online.

## CIP EXPENSE DETAIL

DATE OF COUNCIL CONSIDERATION:

10/20/11

CONTACT DEPARTMENT:

Communications and Technology Management

**SUBJECT:** Authorize award, negotiation, and execution of a 12-month service agreement with SOCRATA, INC., Seattle, WA, to provide vendor-hosted open data platform services in an amount not to exceed \$66,000, with four 12-month extension options in an amount not to exceed \$36,000 per extension option, for a total contract amount not to exceed \$210,000.

CURRENT YEAR IMPACT:

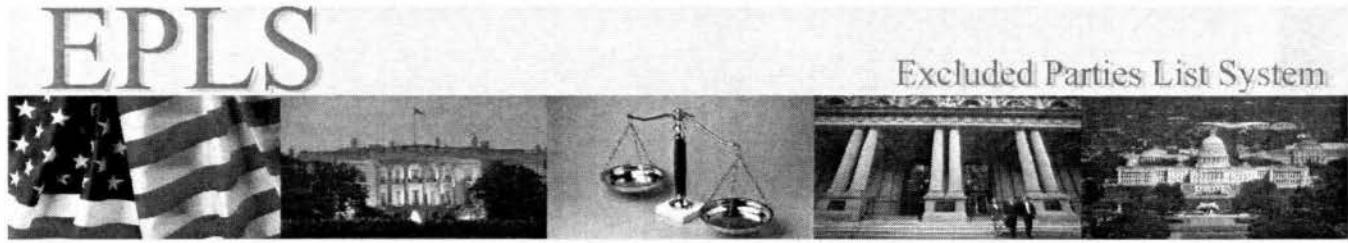
Department:	Communications and Technology Management
Project Name:	WEBSITE REDESIGN
Fund/Department/Unit:	8641-5607-2002
Funding Source:	CTM Fund Transfer
Current Appropriation:	977,000.00
Unencumbered Balance:	239,718.00
Amount of This Action:	(66,000.00)
Remaining Balance:	173,718.00
Total Amount of this Action	<u><u>66,000.00</u></u>

**ANALYSIS / ADDITIONAL INFORMATION:** In an ongoing effort to provide transparency, participation, and collaboration in government, the City of Austin is moving forward with the implementation of a City Data Portal. This initiative is directed by the City Manager and is meant to follow the lead of the Federal government and other municipalities with similar initiatives. Examples of data provided through municipal portals include crime statistics, transportation data, financial data, geospatial data and general data subject to Public Information Act requests.

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## Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

## View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

## Agency &amp; Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

## OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

## EPLS Search Results

**Search Results for Parties Excluded by**

Firm, Entity, or Vessel : Socrata, Inc.

As of 09-Nov-2011 11:40 AM EST

[Save to MyEPLS](#)**Your search returned no results.**[Back](#) [New Search](#) [Printer-Friendly](#)

## Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

## Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

## Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

## Contact Information

- > For Help: Federal Service Desk

**SUBJECT:** Authorize award, negotiation, and execution of a 12-month service agreement with **SOCRATA, INC.**, Seattle, WA, to provide vendor-hosted open data platform services in an amount not to exceed \$66,000, with four 12-month extension options in an amount not to exceed \$36,000 per extension option, for a total contract amount not to exceed \$210,000.

**AMOUNT & SOURCE OF FUNDING:** Funding in the amount of \$66,000 is available in the Fiscal Year 2011-2012 Capital Budget of the Financial and Administrative Services Department, Communications and Technology Management.

**FISCAL NOTE:** A fiscal note is attached.

**FOR MORE INFORMATION CONTACT:** Mick Osborne, Specialist Sr. Buyer /974-2995

**PRIOR COUNCIL ACTION:** May 26, 2011, approved 12-month contract with Code for America fellowship program. April 28, 2011, approved contracts for staff augmentation for Phase 2 of the AustinGO Project. December 17, 2009, approved contract for Phase 1 of said project for an assessment of the City web portal and redesign requirements.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** Single Source

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this contract.

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In an ongoing effort to provide transparency, participation, and collaboration in government, the City of Austin is moving forward with the implementation of a City Data Portal. This initiative is directed by the City Manager and is meant to follow the lead of the Federal government and other municipalities with similar initiatives. Examples of data provided through municipal portals include crime statistics, transportation data, financial data, geospatial data and general data subject to Public Information Act requests.

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The City of Austin is choosing a hosted solution (The Socrata Open Data Platform™) to meet the deadlines set by the City Manager to make data available to the public. Due to the cost of setting up servers, obtaining database licenses, and the resources required to initiate an in-house development, selecting a vendor with all these components in place is imperative to provide this service.

Implementation and training for the service is a one-time cost of \$30,000 with an ongoing fee of \$3000 per month for hosting and support.

The City's web redesign team reviewed all known major municipal open data portals in the United States including Washington DC, San Francisco, and New York City and they found that there were two providers for this service. Upon comparing the two solutions against the City's requirements, the Socrata solution was chosen primarily because it was the only solution with an application programming interface which allows the ability for a variety of user options to view, filter, and consume the raw data made available on the portal. In addition, the Socrata solution is the only solution that provides the capability to push data into the Federal data catalogue, uses standard ESRI integration (ESRI is the City standard for GIS data), and it contains social features encouraging participation and collaboration online.



## MEMORANDUM

**TO:** Department Directors

**FROM:** Marc A. Ott, City Manager

**DATE:** August 3, 2011

**SUBJECT:** City of Austin Open Data Initiative

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As you all know well, transparency has been one of the cornerstones of my approach here as City Manager, and I appreciate how each of you has embraced the drive to “take the mystery out of local government.” The last year we’ve rolled out some great examples, including the Austin Finance Online website and [www.SpeakUpAustin.org](http://www.SpeakUpAustin.org). The new City website redesign promises to continue that trend.

Now we have a special opportunity to continue our success with the creation of a robust online data portal for the public, our partners and the media.

Open data is a key goal of the current Federal administration, and is already being put in to use in cities like Washington, DC and Baltimore. These “data portals” provide a wide range of raw government data in a number of formats, giving users the opportunity to download, view and use it. In almost all cases, the data presented is already being used internally, so it usually requires minimal work to make it publicly available. You can see an excellent example of a data portal at [www.data.gov](http://www.data.gov).

To achieve these goals, I ask each of you to:

- Identify a single point of contact for data in your department, and communicate the name of your SPOC to Stephen Elkins by August 10, 2011.
- Direct your SPOC to identify a list of available departmental data sets by August 26, 2011 and be prepared to discuss these data sets with the project team by September 9, 2011

CTM and CPIO will present a final list of data resources to the community, identify ones of greatest interest, and begin offering selected data through the portal by the end 2011.

Open data is new territory for us as an organization, but together we can be a model to the nation and create a resource that parallels the values of our progressive community. I thank you for your support of Stephen and his team in this effort.



## Purchase Request Form

Magic Help Desk Ticket #

Other Help Desk Ticket #

### Contract or MA#

Email completed form to: ITFRONTDESK@ci.austin.tx.us

Today's Date: 08.16.11

Vendor Code	VS0000037686	Person Making Request	Charles Purma	Phone # : 512-974-5644
Vendor Name	Socrata, Inc.	Financial Person for Dept.	Dorinda Pulliam	Phone # : 512-974-1612
Vendor Address	101 Yesler Way, Suite 402 Seattle, Washington 98104	Technical Person for Dept.	Matthew Esquibel	Phone # : 512-974-3218
Vendor Contact	Charles Blanchet	Person Receiving Purchase	Matthew Esquibel	Phone # : 512-974-3218
Vendor Phone	415-505-1662	Delivery Address:	N/A	
Vendor Fax		Technology Distribution Center	N/A	
Vendor E-Mail	charles@socrata.com		N/A	
			N/A	

***Special Note: If item total exceeds \$1,000 and if using object codes 9045 and/or 9043, please complete the Asset Assignment form in it's entirety. PRF's for all laptop and desktop computers require a completed Asset Assignment Form.***

Qty	Comm Code	Description	Unit Cost	Amount	Fund	Dept	Unit	Sub	Appr Unit	Activity	Object	RCAT
01	92045	Application Software Services	\$ 30,000.00	\$ 30,000.00	8641	5607	2002				6388	2807
02	92045	Software Support/Maintenance	\$ 3,000.00	\$ 36,000.00	8641	5607	2002				6388	2807
03												
04			\$	-								
05			\$	-								
06												

**Purchase Request Form Total**

**\$ 66,000.00**

**Comments:** \$30,000 start-up fee and \$3,000 per month for one year.

*Approved*

# CITY OF AUSTIN



## **MBE/WBE UTILIZATION FORM & UTILIZATION PLAN FOR SOLE/SINGLE SOURCE AND PROFESSIONAL SERVICES**

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**Project Name:** AustinGO Web Redesign

**Contract Number:** N/A

**Date:** 8/11/2011

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MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE UTILIZATION FORM

**SOLE/SINGLE SOURCE  
PROFESSIONAL SERVICES**

Even though no goals have been established for this contract, the Offeror is invited to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

No X

Yes \_\_\_\_\_ If yes, contact SMBR at (512) 974-7600 to obtain an availability list.

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this Form and Utilization Plan shall become a part of my Contract.

Socrata, Inc.

Company Name

Kevin Merritt

Name and Title of Authorized Representative (Print or Type)

Signature

8/11/11

Date

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

APPROVAL IS HEREBY GRANTED.

APPROVAL IS HEREBY DENIED. CONTACT SMBR FOR ADDITIONAL INFORMATION.

Reviewing Counselor

Date

**UTILIZATION PLAN**  
*(Please duplicate as needed)*

**PROJECT NAME:** AustinGO Web Redesign

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Socrata, Inc.		
Address	101 Yesler Way, Suite 402		
City, State Zip	Seattle, WA 98104		
Phone	206-340-8008	Fax Number	(206) 452-2010
Name of Contact Person	Charles Blanchet		
Is company City certified?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I certify that the information included in this Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract.

Kevin Merritt, CEO and Founder

Name and Title of Authorized Representative (Print or Type)

Signature

8/11/11

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract.

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

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

Please submit this completed form to VIA EMAIL to:

CTM- IT Procurement  
 Attn: Kevin Benson  
 Kevin.Benson@ci.austin.tx.us  
 1124 South IH 35 Suite 300  
 Austin, Texas 78701-2614  
 Phone: (512) 974-6203  
 Fax: (512) 974-1822

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
<input checked="" type="checkbox"/> APPROVAL IS HEREBY GRANTED.	
<input type="checkbox"/> APPROVAL IS HEREBY DENIED.	
Reviewing Counselor	Date
Raymond M. Young 8/12/11	

PURCHASING OFFICE  
CITY OF AUSTIN

REQUEST FOR SOLE OR SINGLE SOURCE PROCUREMENT

DATE: 6/19/11  
TO: Mick Osborne  
NAME: Socrata – Data Portal FROM: Matthew Esquibel  
PHONE: 974-3218

1. Request approval for Sole Source or Single Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. Include department, use of product/service, cost, name, and telephone number of vendor and other descriptive information.

Department: Enterprise

Use of Product/Service: A Software as a Service solution to provide an open data platform for the City of Austin. The service must provide tools and interfaces that address 3 core website audiences seeking city data: the citizen, the researcher and the software application developer. This portal will provide data content in a variety of machine consumable formats, provide customized reports, maps and ability to download content on-demand.  
Cost: \$70,000.00 (estimated 30k start -up fee and 3k per month for 1 year.) This service is following the Federal Government directive for government open data and is a priority for City of Austin Executive management.

Name: Socrata

Contact: Charles Blanchet

Phone: 415-505-1662

Address:

101 Yesler Way, Suite 402

Seattle, Washington

98104

*Follow  
Need  
to be defined*

3. Procurement is: (Check only one)

<input type="checkbox"/>	<u>Sole Source (Complete appropriate section A – C)</u>
<input checked="" type="checkbox"/>	<u>Single Source (Complete Section D)</u>

This procurement is necessary because: .

Sole Source	A.	<p>There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork. <u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.</u></p> <p>Detail Explanation:</p>
	B.	<p>The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation. <u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.</u></p> <p>Detail Explanation:</p>

	C.	The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier. <b><u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management</u></b>
Single	D	<p><b>Detail Explanation:</b></p> <p>A Single Source is the one source among others in a competitive marketplace which for specific justifiable reasons has predominant qualifications for selection for contract award.</p> <p><b>Detail Explanation:</b></p> <ul style="list-style-type: none"> <li>• <u>Socrata is the Data.gov platform provider. The proposed solution includes built-in (optional) capabilities to automatically push your data into the US Federal government's data catalogue.</u></li> <li>• <u>Only open data platform that has a standard ESRI Integration.</u></li> <li>• <u>Only open data platform with native visualization capabilities including charting and mapping</u></li> <li>• <u>Only open data platform with social features encouraging participation and collaboration.</u></li> <li>• <u>Only open data platform with analytic features allowing data publishers to measure data use and civic engagement.</u></li> <li>• <u>Only open data platform with built-in support for publication of data in Linked Open Data (LOD) format.</u></li> <li>• <u>Only open data platform with openly licensed API specs for data consumption, data publishing and data federation.</u></li> <li>• <u>Only open data platform with a customizable and configurable content management system purposefully built for the operation of a public facing open data catalog.</u></li> <li>• <u>Only open data platform with built-in data exploration capabilities intuitive enough that users can be successful without technical training.</u></li> <li>• <u>Only open data platform with the ability to allow end users to download data in more than 8 formats, of their choosing.</u></li> </ul>

4.

I certify that a Sole Source or Single Source Procurement exists. Over \$5,000 forward to the Purchasing Office.

Stephen Elkins CTM  
 Director (printed) Leslie Browder Department  
 ACM Name (printed)  
 (Only if over \$50,000)

Stephen A. Elkins  
 Signature  
 SAE

7/28/2011  
 Date  
 8-9-2011  
 Date

Purchasing Office (Over \$5,000):

✓ Concur      Do Not Concur  
 need quote from vendor. check DIR contract.  
 match dollars + include  
 mont. for x period includig options



## MEMORANDUM

**DATE:** 8/16/11

**TO:** Mick Osborne, Purchasing

**FROM:** Charles Purma, CTM

**RE:** Vendor evaluation process for Open Data portal initiative

Members of the City of Austin's web conducted a review of all known major municipal open data portals in the country, such as Washington DC, San Francisco, Cleveland, Chicago, Baltimore, Philadelphia, and New York City, as well as the Federal government. These portals were either developed and hosted by the Cities themselves, or were hosted by the following vendors:

1. Socrata
2. simplergov.org

Upon researching each solution against the City's requirements and resource restraints, it was determined that Socrata was the only viable option. The primary and guiding reason for this is because Socrata is the only open data platform to provide an openly licensed application programming interface (API) for data consumption, publishing, and federation. The other vendors do not offer this, but instead only provide a place to host the data and portal. This API allows the ability for a variety of user options to view, filter and consume the raw data made available on the platform. Without this API, the City does not have the resources to provide this required level of features and functionality.

Supporting reasons why Socrata was chosen is because they are the only open data platform to meet these additional requirements:

- Capabilities to automatically push your data into the US Federal government's data catalogue
- Standard ESRI Integration (this is the City standard for GIS data)
- Native visualization capabilities including charting and mapping (the City does not have the resources to provide this level of data visualization)
- Social features encouraging participation and collaboration in line with the City Manager's goals of promoting transparency in government
- Analytic features allowing data publishers to measure data use and civic engagement
- Content management system purposefully built for the operation of a public facing open data catalog



**REQUISITION**  
RQS CITY SINGLE

PAGE NO: 1

REFERENCE NUMBER: RQM 5600 11082500543  
P.O DATE: 08/26/11

V Patrick Behrens  
E VS0000037686 AR006  
N Socrata, Inc.  
D 101 Yesler Way, Suite 402  
O  
R Seattle WA 98104

S Coa Tech Dist Center  
H  
I DLVY CALL TDC at 974-1713  
P 4201 ED BLUESTEIN BV DOCK S  
T Austin TX 78721-2909  
O

B City Of Austin-CTM  
I  
L IT Procurement  
L PO BOX 1088  
Austin TX 78767  
T  
O

Requestor: Kevin Benson, 974-6203  
Buyer: See Solicitation, 512-974-2500

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standaard.htm> OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
1			<b>Commodity:</b> 91551 Information Highway Electronic Services (Internet, 1119729 Set up Fee & Monthly subscription for Data Portal Hosting and SaaS	\$ .00	\$ 70,000.00
					<b>Order Total: \$ 70,000.00</b>

**VENDOR INSTRUCTIONS:**

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

**Authorized Agent for City Manager**

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date