



CONTRACT NO. 500152
(RFQ 805183)
Sales Tax Review & Recovery Services

CONTRACTOR:

AVENU INSIGHTS & ANALYTICS, LLC
5860 TRINITY PARKWAY, SUITE, 120
CENTREVILLE, VA 20120
Phone: (817) 771-4066

AWARD DATE:

March 21, 2024

CONTRACT TERM:

March 26, 2024 THRU March 25, 2025

PRICE:

20 % Contingency Fee on Recovered Sale Tax

PROJECT MANAGER:

Telephone #
Email Address

Nadia Nahvi
(512) 297-0392
Nadia.nahvi@capmetro.org

BUYER:

Telephone #
Email Address

Kimberley Craft
(512) 389-7579
kimberley.craft@capmetro.org

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702

**CONTRACT 500152
(RFQ 805183)
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REQUEST FOR QUOTE

Capital Metropolitan Transportation Authority (Capital Metro) is a corporate body and political subdivision of the State of Texas. Capital Metro was established by a referendum on January 19, 1985, to provide mass transportation service to the greater Austin metropolitan area. As provided by Chapter 451, Transportation Code, that vote authorized Capital Metro to collect a one-percent sales tax. Capital Metro commenced operations on July 1, 1985. In addition to the City of Austin, the Capital Metro service area includes the cities of Jonestown, Lago Vista, Leander, Manor, San Leanna, Point Venture, Village of Volente, Travis County Precinct #2, and the Anderson Mill area of Williamson County.

Request for Quote #	805183
Description of Item	Sales Tax Review and Recovery
RFQ Issue Date	February 22, 2024
Questions Due Date & Time	February 28, 2024 / 3:00pm
Response to Questions	February 29, 2024
RFQ Due Date & Time	March 11, 2024 / 3:00pm
Buyer	Kimberley Craft
Buyer Contact	Kimberley.craft@capmetro.org

If your firm is interested in providing this service, please submit your response via email to:

Kimberley Craft, Buyer III

Email address: kimberley.craft@capmetro.org

Responses are due on or before the RFQ due date and time provided above, Central Standard Time. **Responses must be returned by e-mail to the above address.** All submittals are time and date stamped as received. **Late quotes will not be accepted.** All amendments regarding this solicitation will be issued by electronic means via email and must be signed and returned by the specified due date/ time.

1. OBJECTIVE

The objective of this solicitation is to acquire the services of a qualified and experienced firm to provide Sales/Use Tax Compliance Review and Recovery Services for the Authority by assisting Capital Metro with the detection, documentation, and correction of errors and omissions related to sales/use tax collections and remissions for goods and services sold and consumed within Capital Metro's service area, per the scope of work in this solicitation.

2. SUBMITTALS

Please examine the Solicitation, the Scope of Services, and all other parts of this solicitation, whether incorporated by reference or otherwise, prior to the submission of an offer. Failure to do so shall be at the Firm's risk.

Please ensure that the information required for this solicitation is included. Sign and print or type the Firm's name on page three (3) of this document, beneath the Solicitation Terms and Conditions. Offers signed by an agent of the firm (other than an officer or a partner of the firm) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

Questions shall be submitted in writing no later than **February 28, 2024, 3:00 p.m.** to allow sufficient time for answers to be considered and prepared by the Authority.

3. SCOPE OF SERVICE

a. CAPITAL METRO SERVICE AREA SALES TAX INFORMATION

Below is a summary of Capital Metro Service Area sales tax collections for a three (3) year period 2022-2024:

b. DESCRIPTION OF SERVICES

The Contractor will provide Sales/Use Tax Compliance Review and Recovery Services for the Authority by assisting Capital Metro with the detection, documentation, and correction of errors and omissions related to sales/use tax collections and remissions for goods and services sold and consumed within Capital Metro's service area. The Contractor will:

1. Identify and validate qualified business activities within the Capital Metro Service Area from which the entities are not receiving sales/use tax revenue.
2. Identify businesses that are in non-compliance and assist them in filing returns and making payments for all open tax periods as well as in correcting registration information for taxes that are being incorrectly reported to another jurisdiction and which should have been made to the Authority.
3. Provide appropriate documentation to the State of Texas which will secure the transfer to Capital Metro of funds that were reported in error to another jurisdiction or that were otherwise misappropriated.
4. Provide status reporting on a quarterly basis to keep Capital Metro aware of the sales/sue tax compliance review initiatives progress.

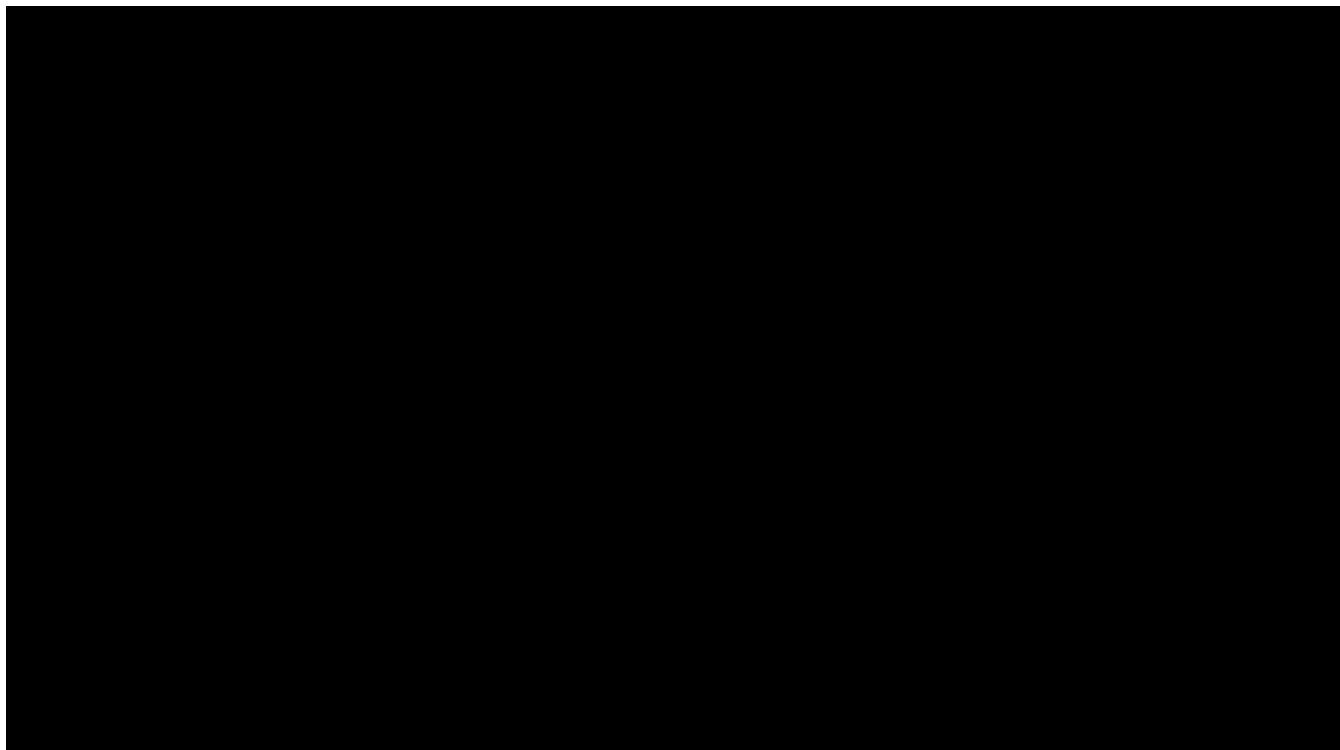
c. CONTINGENCY FEE

Contractor will be eligible to receive the Contingency Fee Percentage listed in Exhibit A, Schedule. The Contingency Fee Percentage will be based on the tax revenue confirmed and received by Capital Metro as a result of misallocations, reporting errors, or other factors related to Capital Metro receiving less than the appropriate amount of taxes due for goods and services sold and consumed within the Capital Metro Service Area. Contractor will not receive, nor will be entitled to, compensation, payment, or reimbursement by Capital Metro of any kind other than the Contingency Fee Percentage. Capital Metro agrees to notify Contractor within ten (10) calendar days following receipt by Capital Metro of payments (cash payments, installment payments, or other compensation directly benefiting Capital Metro) resulting from Contractor's service. Upon being notified of receipt of payment(s), Contractor will then invoice Capital Metro.

A misallocation is deemed complete when both of the following have occurred: (a) the taxpayer has correctly reported all back periods, and (b) the taxpayer correctly allocates the payment for the current period.

4. SOLICITATION TERMS AND CONDITIONS

- 1) Late quotes will not be accepted.
- 2) Quotes must be held open for ninety (90) days from proposal due time/date.
- 3) Capital Metro reserves the right to accept or reject all quotes.
- 4) Pricing must be submitted on the form provided on **page three (3)** of this document.
- 5) Failure to sign quote may result in disqualification.
- 6) Award of contract may be made without discussion with offerors after quotes are received.
- 7) Amendment issued for this solicitation must be signed and returned by the specified time/date.
- 8) Any amendment(s) or clarification(s) issued regarding this solicitation will be emailed electronically. Vendors are responsible for obtaining these documents as they are emailed.
- 9) Contractor must comply with all laws, ordinances, regulations, orders and directives issued by any public health agencies or any other regulatory or enforcement agency having jurisdiction over the operation.
- 11) A complete listing of CapMetro's Standard PO Terms and Conditions may be found at www.capmetro.org/poterm



Please have authorized personnel write/print, sign and date in the spaces provided below:

Company Avenu Insights & Analytics, LLC

Address 5860 Trinity Parkway, Suite 120, Centreville VA 20120

Phone 800-927-5125 Fax N/A email Proposals@avenuinsights.com

Federal Identification Number _____

I, James Barkman, hereby attest that all information submitted in this proposal.
(Printed name of authorized agent) to be true and verifiable.

Signature of Authorized Agent 

This page must be signed and returned. Failure to sign quote may result in disqualification.

ATTACHMENT 1
SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS
(SERVICES CONTRACT)

Note: In addition to the Supplemental PO Terms and Conditions listed herein, a complete listing of Capital Metro's Purchase Order Terms and Conditions may be found at www.capmetro.org/potermis. Firms are responsible for reviewing and adhering to all Capital Metro terms and conditions.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- (a) "Applicable Anti-Corruption and Bribery Laws" means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor's provision of goods and/or services to Authority, including without limitation "FCPA" or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.
- (b) "Authority", "Capital Metro", "Cap Metro", "CMTA" means Capital Metropolitan Transportation Authority.
- (c) "Change Order" means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.
- (d) "Contract" or "Contract Documents" means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (e) "Contract Award Date" means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.
- (f) "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (g) "Contract Sum" means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.
- (h) "Contract Term" means period of performance set forth in the paragraph entitled "Term" contained in Exhibit E.
- (i) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (j) "Contractor" means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.
- (k) "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.
- (l) "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.
- (m) "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.

(n) "Force Majeure Event" means strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.

(o) "FTA" means the Federal Transit Administration.

(p) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

(q) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.

(r) "Notice to Proceed" means written authorization for the Contractor to start the Services.

(s) "Project Manager" means the designated individual to act on behalf of the Authority, to monitor and certify the technical progress of the Contractor's Services under the terms of this Contract.

(t) "Proposal" means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.

(u) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.

(v) "Subcontract" means the Contract between the Contractor and its Subcontractors.

(w) "Subcontractor" means subcontractors of any tier.

(x) "Works" means any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced, developed, incorporated, provided or obtained by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for or on behalf of the Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all other goods, services or deliverables to be provided to the Authority under the Contract.

2. TERM

The term of the Contract shall be one (1) year from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

3. OPTION TO EXTEND CONTRACT TERM

The Authority shall have the unilateral right and option to extend the Contract for up to two (2) option periods for a twelve (12) month duration each at the option prices set forth in Exhibit A - Pricing Schedule upon written notice to the Contractor.

4. ADDITIONAL OPTION TO EXTEND CONTRACT PERFORMANCE

If the options granted in Paragraph 4 have been exercised in their entirety, the Authority shall have the unilateral right and option to require continued performance of any services within the limits and rates specified in the Contract. This option may be exercised more than once, but the extension of performance hereunder shall not exceed a total of 6 months. The Authority may exercise the option by written notice to the Contractor.

5. INVOICING AND PAYMENT

- (a) Invoices may be submitted once per month for work completed and accepted by the Authority, and marked "Original" to:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information:

- (1) the Contract and order number (if any);
 - (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);
 - (3) any discounts offered to the Authority under the terms of the Contract;
 - (4) evidence of the acceptance of the supplies or Services by the Authority; and
 - (5) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.
- (b) All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).
- (c) The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.
- (d) In the event an overpayment is made to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by the Authority to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or the Authority may deduct such amounts from future invoices. If an overpayment is made to the Contractor under this Contract which cannot be offset under this Contract, the Contractor shall remit the full overpayment amount to the Authority within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as the Authority may agree. The Authority reserves the right to withhold payment of an invoice, in whole or in part, or deduct the overpayment from future invoices to recoup the overpayment.

6. INSURANCE

(a) The Contractor shall furnish proof of CapMetro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy except Professional Liability insurance if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPMETRO MINIMUM COVERAGE REQUIREMENTS

(1) **Commercial General Liability Insurance** Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence Combined Single Limit of Liability for Bodily Injury and Property Damage with an aggregate of One Million Dollars and No/100 Dollars (\$1,000,000) with coverage that includes:

- (i) Products and Completed Operations Liability
- (ii) Independent Contractors
- (iii) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.
- (iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) **Business Automobile Liability Insurance** with minimum coverage limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of One Million Dollars (\$1,000,000), covering all owned, hired and non-owned automobiles used in connection with the Services for Bodily Injury and Property Damage.

(3) **Workers' Compensation Insurance** providing statutory limits in accordance with the Texas Workers' Compensation Act and/or other State or Federal law as may be applicable to the Services being performed under this Contract.

(4) **Employer Liability Insurance** with minimum limits of One Million Dollars and No/100 Dollars (\$1,000,000).

(b) The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

(c) The Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns,

and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the Services performed by or on behalf of the Contractor under this Contract and/or use of any Authority premises or equipment under this Contract.

(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(e) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this Contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due the Contractor.

(f) If any part of the Contract is sublet, the Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the Services caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the Contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

(g) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by The Authority. The Authority reserves the right to inspect in person, prior to the commencement of the Services, all of the Contractor's insurance policy required under this Contract.

(h) The Contractor must furnish proof of the required insurance within five (5) days of the award of the Contract. Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

(i) The Contractor and its lower tier Subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this Contract to the Authority's Risk Management Department at (512) 389-7549 within two (2) days of the incident.

7. PERSONNEL ASSIGNMENTS

The Contractor shall perform the Services in an orderly and professional manner, and shall employ persons skilled and qualified for the performance of the Services assigned to such persons under the Contract. The Authority will have the right to review the experience of each candidate, and approve assignments of the Contractor's personnel. The Contractor certifies that the Contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that the Contractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this Contract whose criminal backgrounds are appropriate for the work being performed, considering the risk and liability to the Contractor and the Authority. The Authority reserves the right to require the Contractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions. **If deliverable(s) have a monetary value (i.e. tickets and passes), add:** *The Contractor will conduct new criminal history background checks on all assigned personnel every year.*

8. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

The Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental requirements, regulations or standards prevailing during the term of this Contract.