

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

Offer Sheet

SOLICITATION NO: DPA0010

COMMODITY/SERVICE DESCRIPTION: ACOUSTIC TESTING OF FIVE FIBERGLASS TANKS USING ASTM E-1067

DATE ISSUED: February 21, 2012

REQUISITION NO.: RQS 1100 12011700504

PRE-PROPOSAL CONFERENCE TIME AND DATE: IN/A

COMMODITY CODE: 96291

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: March 21, 2012 at 11:00 A.M.

Debora Anderson

Buyer I

Phone: (512) 322-6471

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: March 21, 2012 at 11:00 A.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES AND ONE CD OF OFFER

OFFER SUBMITTED BY _____

Signature of Person Authorized to Sign Offer _____

Signer's Name and Title: (please print or type) _____

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. () _____

Fax No. () _____

Email Address: _____

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Proposal
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Proposal Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
RFP DPA0010**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to closing date by email: debora.anderson@austinenergy.com, or fax (512) 322-6490

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

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

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

City of Austin Purchasing Office
Attn: Debora Anderson All City Contracts
P. O. Box 1088
Austin, Texas 78767

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

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. 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.

3. DELIVERY REQUIREMENTS

Location:

Days: Monday – Friday 7 A.M.- 3 P.M.

City of Austin – Austin Energy

Attn: Bob Breeze

2526 Kramer Lane

Austin, TX 78752

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
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A. Unless requested by the City, Services shall not be provided on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy-Environmental Care & Protection
Attn:	Bob Breeze
Address	811 Barton Springs Road, (6 th floor)
City, State Zip Code	Austin, TX 78704

5. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

A. 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 solicitations in order to assure quality and continuity of service.

B. 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.

C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. 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.

D. 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:

- i. 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;
- ii. time and date of week when employee's workweek begins;
- iii. hours worked each day and total hours worked each workweek;
- iv. basis on which employee's wages are paid;

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- v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. 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.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

6. NON-SOLICITATION

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the Austin Energy-Kramer Lane building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Kramer Lane building at least thirty (30) days in advance of their need for access. The

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City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Kramer Lane building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

8. **PROJECT MANAGER**

The following person is designated as Project Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Bob Breeze

Environmental Care & Protection

(512) 322.6269

*Note: The above listed Project Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP DPA0010
Acoustic Testing of Five Fiberglass Tanks using ASTM E-1067**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide a short Executive Summary of one (1) page or less, which gives in brief, concise terms, a summation of the proposal. All proposal respondents shall respond to the RFP following the text format described in this section.

The proposal itself shall be provided in paper form, with 6 paper copies (one signed original and 5 copies) and a complete copy of the proposer's response in a CD format.

The proposal itself shall be organized in the following format and informational sequence:

A. **Business Organization**: The proposer will provide the following information related to the proposer's business organization.

- full name of organization
- address of organization
- parent company if a subsidiary
- the branch office or other subordinate element which will perform, or assist in performing, work herein
- whether you operate as a partnership, corporation, or individual
- the state in which incorporated or licensed to operate.

B. **Plan Overview**: Provide your proposed plan for accomplishing the required work. Include a proposed project schedule and a communications plan for implementing your proposed solution. Include any displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Work and your work plan. .

- Provide a project schedule and schedule-related information.
- See section 0500 for responsibilities of the contractor.

C. **System Concept and Solution**: Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal and your solution. Describe how your proposal provides a comprehensive solution that meets the requirements and descriptions stated in Sections 0500.

D. **Compliance Statement**: Provide a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer shall state his compliance with terms of this Request for Proposal.

E. **Prior Experience**: Contractor shall have prior experience in acoustic emissions testing using the ASTM E-1067 standard specification. Contractor shall provide at a minimum, documentation of prior experience: for least five successful testing projects using acoustic emissions testing per specification ASTM E-1067 with fiberglass tanks similar to and as referenced in this RFP Section 0500.

H. **Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person. Identify key persons by name and title.

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP DPA0010
Acoustic Testing of Five Fiberglass Tanks using ASTM E-1067**

- J. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- K. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- L. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.
- M. **Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but shall be described.
All required testing and delivery of formal, written AE test results and related data are to be accepted by the Austin Energy Project Manager (Bob Breeze) prior to authorizing any payments to the Contractor.

AE anticipates that the progress payment milestones for this project will be as follows:

- **30% of total** will be authorized for payment for completion of 1st Mobilization (see RFP Section 0500, item number 5.2.4)
- **30% of total** will be authorized for payment for completion of 2nd Mobilization (see RFP section 0500, item number 5.2.5)
- **40% of total** will be authorized for payment for delivery and acceptance of testing final reports and related test data (see RFP Section 0500, item number 5.1.2)

Pricing Methodology (See Section 0605)

It has been determined that this AE testing project/contract will be a one-time, one project event and shall not be an ongoing or regularly scheduled continuing service. Proposers will provide pricing information in Section 0605.

N. **EXCEPTIONS:**

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or

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supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) shall be rejected and shall not form a part of any Contract with the City.

0. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

P. EVALUATION FACTORS AND AWARD

1. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph 2 below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

AE prefers a comprehensive, turnkey solution with a single vendor.

2. **Evaluation Factors:**

i. 100 points.

- (1) System Concept and Solutions Proposed (Ability to meet and perform all the requirements for ASTM 1067. Ability to provide the testing summary reports in conjunction with the testing per this RFP Scope of Work. Ability to coordinate test set up and perform test with AE crews. Ability to provide completeness and thoroughness of the technical data and documentation). 50 points
- (2) Total Evaluated Cost (Proposer with lowest cost to the City for the entire project from beginning to end will be given the maximum number of points, others given on a percentage ratio basis). Maximum 25 points
- (3) Demonstrated Applicable Company Experience in the past 5 years (as per references and project description, section E above). Maximum 10 points
- (4) Personnel Qualifications (staff who will perform the testing and generate the summary reports as per section H above). Maximum 10 points
- (5) Ability to comply with standard City of Austin Standard Purchasing Terms and Conditions. (RFP section 0300 as applicable) 5 points

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C. Contract Payment:

i. The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed contract is contemplated.

**Section 0605 Cost Proposal Sheet
RFP DPA0010**

The following pricing information must be provided and used to determine a firm, fixed contract price (not to exceed total contract dollar amount) for the following phases of the required service work to be purchased for this project.

Milestone #1- Phase 1 testing for 1st mobilization (including all required labor, equipment, licensing, permitting, travel and all other comprehensive overhead expenses) to perform acoustic testing per ASTM E-1067 specification for one, 6000 gallon tank and one of the 10,000 gallon tanks. . The written formal test reports will be due as a final deliverable.

\$ _____ **Cost for Mobilization #1 testing**

Milestone #2 - Phase 2 testing for 2nd mobilization (including all required labor, equipment, licensing, permitting, travel and all other comprehensive overhead expenses) to perform acoustic testing per ASTM E-1067 specification for two 10,000 gallon tanks and one 1,000 gallon tank. The written formal test reports will be due as a final deliverable.

\$ _____ **Cost for Mobilization #2 testing**

Milestone #3 - A comprehensive written report (to be submitted after both mobilizations are completed per RFP Section 0500) will be generated that will include a separate tab for each of the tanks that are tested. This report will specify whether there has been any damage to the tanks, as well as how severe that damage is. If damage is detected, provide as much detail as possible regarding the location of this damage. The written reports will incorporate a copy of the actual ASTM E-1067. Preparation, delivery and acceptance of formal written AE test reports.

\$ _____ **Cost for Formal Written Test Reports on All Tanks**

\$ _____ **TOTAL COST (Item #1 + Item #2 + Item #3 above)**

Respondents shall detail the costs contained in your proposal (see RFP Section 600).

Respondents shall identify additional Costs* (informational pricing) for mobilizing technical representatives to the site for additional testing as needed (related to the initial testing) at a later date but within the next 12 months (list hourly rates for same work to be performed if applicable at a later date).

*Note - No additional work is anticipated at this time.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: DPA0010

PROJECT NAME: ACOUSTIC TESTING OF FIVE-FIBERGLASS TANKS USING ASTM E-1067

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

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

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
 PROCUREMENT PROGRAM
 NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature _____
Date

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

Sub-Contractor/Consultant	
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	

Sub-Contractor/Consultant	
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	

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

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: RFP DPA0010

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 92691

DESCRIPTION: Acoustic Testing of Five Fiberglass Tanks
Using ASTM E-1067

- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title