



# PRE-PROPOSAL CONFERENCE ATTENDANCE SHEET



RFP No. GAL0008

Commodities/Services: Substation Relay Panels

Date: August 8, 2012 Time: 2:00 PM

Company Name:                      Representative:                      Address:                      Phone #:                      E-Mail Address:

<u>AE</u>	<u>Tim Lee</u>		<u>505-7121</u>	
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<u>AE</u>	<u>Joe Puentes</u>		<u>505-7131</u>	

Using Dept. Representative: \_\_\_\_\_

Conducted By: 

## PRE-PROPOSAL CONFERENCE AGENDA

Date: August 8, 2012	Time: 2:00 PM
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1. **Opening/Welcome:**

Solicitation Number	RFP GAL0008
Project Description:	Substation Relay Panels

2. **Sign-in:** All attendees shall sign in.

3. **Introductions:** Introduction of City staff. Attendees shall identify themselves and the company they represent.

4. **MBE/WBE Procurement Program**, Section 0900: This solicitation has no participation goals for subcontracting; and given that this is an equipment purchase contract, we do not anticipate any subcontracting opportunities.

5. **Project Information:** Explanation of Proposal closing date and time and the time for submission of the Compliance Plan, if applicable.

Closing Date	August 23, 2012
Time Proposals are Due	10:30 AM
Time Compliance Plans Due	N/A
Buyer's Name	Gage Loots
Project Manager's Name	Martha Vela de Casillas
Contract Manager's Name	Homer Portillo

Submission of Offers: Review of Cover Sheet

- A. **Mailing:** Offers must be returned in a sealed envelope or container marked on the outside with the Offeror's name, address, solicitation number, and the closing date and time. Telegraphic or facsimile Offers **will not** be accepted. When sending an Offer via the U.S. Postal Service, use the P.O. address shown below. When using a delivery service that requires a street address, use the street address shown below. Please note that the zip codes are different.

**P.O. Address for U.S. Mail Service**

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

**Street Address for Hand Delivery or Courier**

City of Austin  
Purchasing Office  
Municipal Building  
124 W. 8<sup>th</sup> St., 3<sup>rd</sup> Floor  
Austin, Texas 78701  
512/974-2500 FAX: 512/974-2388

**Note: Proposals not submitted in a sealed envelope or container will not be considered. Proposal submitted late will not be considered. It is the responsibility of the Proposer to ensure that their Proposal is received before Proposal closing time. There are no exceptions.**

6. **General Solicitation Requirements:** (Presented by Purchasing)

- A. Please remember that Sections 0100 (Definitions), 0200 Solicitation Instructions, and 0300 (Standard Purchase Provisions) are incorporated into this solicitation and subsequent contract by reference. These documents can be located on line at <http://www.austintexas.gov/department/standard-bid-documents>.

Section 0100, are various definitions

Section 0200, Solicitation Instructions, contains information on several items that may be referred to such as:

Vendor Registration  
MBE/WBE Procurement Program  
Clarifications  
Preparation of Offers  
Submission of Offers

These are just a few of the many covered; please familiarize yourself with all of them.

- B. Section 0300 Standard Terms and Conditions and Section 0400, Supplemental Terms and Conditions: These two sections comprise the basis of all City contracts. It is important that you are aware of these terms and conditions and discuss them with the necessary parties within your firm and identify in your response any exceptions to these terms and conditions. Should your firm be the recommended vendor and should you take exceptions that your response did not disclose, your response may be deemed non-responsive at that time.

Of special note in Section 0300 are:

- ✓ **Item 12/13** – Invoices & Payment – Proper invoices must include a non-duplicated invoice number, reference the contract number, the Department’s name and the point of contact for the department. (Section 0400 Item 10). Payment will be 30 days after receipt of proper invoice. It is your responsibility to ensure that your invoices match your City of Austin vendor profile. If they do not match, the invoices will be returned to you.
- ✓ **Item 17** – Right to Audit – As a municipality that is publically funded, we cannot waive our right to audit. This pertains only to your firms documents in association with any performance of this contract.
- ✓ **Item 26** – Default – If the Contractor fails to fully, timely and faithfully perform its obligations under the terms of the Contract, fails to provide adequate assurance of performance or becomes insolvent.
- ✓ **Item 27** – Termination for Cause (if vendor is in default) - Will be by written notice effective ten calendar days (unless specified otherwise) unless Contractor cures within the notice period or provides sufficient evidence that such default does not exist. 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 attorney’s fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. And additionally, vender may be removed from the City’s vendor list for three years and any offer submitted may be disqualified for three years.
- ✓ **Item 28** - Termination Without Cause – 30 day notice of written termination. Upon such notice, Contractor shall promptly cease all further work pursuant to the Contract. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all services performed prior to the date of termination.
- ✓ **Item 31** – Indemnity – For those of you who have done business with the City in the past, you are aware that we cannot indemnify you. For those who have not done business with the City, be aware that the City cannot indemnify you in accordance with the Texas Constitution; the City cannot create an unfunded debt by contract.
- ✓ **Item 32** – Insurance – Section 0300 addresses only general requirements, Section 0400 details the specific requirements including minimum coverage amounts and required endorsements.

- ✓ **Item 34** – Notices – All notices, requests, or other communication shall be in writing.
- ✓ **Item 44** – Independent Contractor, this Contract shall not be construed as creating an employer/employee relationship/partnership or a joint venture with the City.
- ✓ **Item 47** – Modifications, changes or amendments must be in writing and signed by both parties.
- ✓ **Item 49** – Dispute Resolution – Please note the City cannot entertain arbitration because decisions are final and arbitration automatically creates an unknown, unfunded debt.
- ✓ **Item 50** – Jurisdiction and venue, because services under Contract are performed in the State of Texas and Travis County, jurisdiction and venue will not be changed.
- ✓ **Item 52** – Holidays

C Supplemental Purchase Provisions, Section 0400, these augment the Standard Terms and Conditions; they will be incorporated into any resultant Contract. **Discussion of significant provisions:**

- ✓ **Item 1** - Additional questions may be faxed to (512) 322-6490, ATTN: Gage Loots, Buyer II or emailed to [Gage.Loots@AustinEnergy.com](mailto:Gage.Loots@AustinEnergy.com). Cut-off for additional questions is no later than **one (1) week prior to proposal closing date and time**.
- ✓ **Item 3** - Insurance – Review Requirements in this section to ensure you can meet these requirements if awarded the Contract.
- ✓ **Item 4** – Term of Contract – Contract will be in effect for an initial term of 24-months from date of contract execution and may be extended thereafter three times by one year.
- ✓ **Item 6** – Delivery – Please note that we require advanced scheduling of all deliveries. The contact information is specified in this section. The delivery location is unmanned except for times when deliveries are scheduled.
- ✓ **Item 8** – Warranty – We require at least a five (5) year warranty. The specific warranty clause is in the Standard Purchase Provisions (Section 0300, paragraph 21). **This extended warranty shall apply to Items 1-18 & 24-59 on the Cost Proposal Sheet (Section 0705).**
- ✓ **Item 10** – Economic Price Adjustment – This section details how contractual rate adjustments will be handled and on what basis.

**\*\*\*Please be aware all items in the 0300 and 0400 apply regardless of whether they are listed above or even discussed during this conference.\*\*\***

## 7. Documents due with Proposal

- Section 0600 Proposal Preparation Instructions and Evaluation Factors details exactly what the City expects a submitted Proposal to contain and the order in which the documents are to be presented. It also details evaluation criteria and weight. **\*\*\*Please be aware that this solicitation is a Request for Proposal (RFP). This means that we are going to evaluate other factors in addition to cost.\*\*\*** Of note in the 0600:

- **Part 1.B – Technical Concept and Solution:** This is your technical solution to the requirements of our Specification E-1620 (Section 0500). Please include all information necessary to verify compliance with the specification and any other info (cut sheets, drawings, etc.) necessary to evaluate your product.
- **Part 1.C – Program:** This is your plan to provide the deliverables under this contract. In addition to any other info that you feel is important to provide, we request:

A description of your work program by tasks. Detail the steps you will take in proceeding from the receipt of an order to delivery to fulfilling warranty obligations and all tasks in between.

State your guaranteed delivery lead time after receipt of an order.

Describe your warranty program including information regarding field service crews that will be used to provide warranty service under this contract.

Manufacturing capabilities:

The location of your manufacturing facility that will be used to produce the products specified in this solicitation.

The production capacity of your facility. Please indicate historical production levels over the past ten (10) years as well as that which is projected for the next five (5) years.

List of manufacturing equipment installed at your facility and calibration program for each.

Quality assurance and control plan.

- **Part 1.G – Local Business Presence:** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation.
  - Local Business Presence is an evaluation factor worth ten (10) points.
  - In order for Local Business Presence to be considered, Offerors must submit a completed Local Business Presence Identification Form (Section 0605)
- **Part 1.H – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:** From the moment that the solicitation was issued until the contract is executed, all communications regarding this solicitation must go to the Authorized Contact Person, Gage Loots. This requirement is necessary to maintain the integrity of the solicitation process and ensure that all proposers have the same opportunity. **Any representation to anyone else may result in the Offer being disqualified from consideration from award.**
- **Part 1.J – Proprietary Information:** All proprietary information should be clearly marked as such. Any information that you do not want made available under an “open records” request must be marked either “confidential” or “proprietary”. This will not necessarily prevent your information from being disclosed. However, by such markings, the City, in any "open records" request will not disclose those documents marked. Should the public request such marked documents, the City will seek a ruling from the Texas Attorney Generals office regarding public disclosure. Your firm will be notified and your firm may be contacted by the Attorney Generals office in order to make its ruling regarding disclosure.
- **Part 1.L – Cost and Scope of Work Proposal:** Proposers must complete Section 0705, Pricing Data. Additional pricing may be submitted on a separate sheet; however, Section 0705 must be completed. We are also seeking any pricing for additional item/services that your company may offer, such as add on features, training classes, and minimum order quantity discounts.
- **Part 2 – Exceptions:** All exceptions to any portion of this solicitation must be clearly stated in the proposal.

➤ **Part 4 – Evaluation Factors and Award**

- All documents requiring signature in solicitation are required to be submitted with proposal including:
  - Offer Sheet
  - 0610 – Local Business Presence Identification Form
  - 0800 – Non Discrimination Certification
  - 0805 – Non-Suspension or Debarment Certification
  - 0810 – Non-Collusion, Non-Conflict of Interest and Anti-Lobbying Affidavit
  - 0835 – Nonresident Bidder Provisions
  - 0900 – No Goals Utilization Plan

8. **Technical Requirements** (Presented by the Department)

- (1). Scope of Work, Section 0500