



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: PAX0139

DATE ISSUED: 08/08/2016

REQUISITION NO.: 16062200539

COMMODITY CODE: 99850

COMMODITY/SERVICE DESCRIPTION: WIRELESS MESSAGING SYSTEM

PRE-PROPOSAL CONFERENCE TIME AND DATE: 08/26/2016, 9:00 am, local time. (Please arrive 30 minutes early in order to clear screening)

CONFERENCE CALL NO. (512) 974-9300

Participant Code: 749461

LOCATION: Combined Transportation Emergency & Communications Center, 5010 Old Manor Road, Austin, TX 78723

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexas.gov

Elisa Folco
Corporate Contract Administrator

Phone: (512) 974-1421

E-Mail: elisa.folco@austintexas.gov

PROPOSAL DUE PRIOR TO: 09/13/2016, 2:00 pm, local time

PROPOSAL CLOSING TIME AND DATE: 09/13/2016, 2:15 pm, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0139	Purchasing Office-Response Enclosed for Solicitation # PAX0139
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	8
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Appendix A	Wireless Messaging System Requirements	9
Attachment A	Proposal Exception Form	3
Section 0601	Price Proposal for Wireless Messaging System	3

*** Documents 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 the * 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 located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. 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.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	PAX0139
PROJECT NAME:	WIRELESS MESSAGING SYSTEM

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned 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, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, 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:	PAX0139
PROJECT NAME:	WIRELESS MESSAGING SYSTEM

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		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 / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / 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 / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / 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
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SUPPLEMENTAL PURCHASE PROVISIONS**

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 end of business day 09/02/2016 to sai.xoomsai@austintexas.gov

2. **PRE-PROPOSAL MEETING:** Questions and answers related to this RFP will be address during this meeting. Vendor participation either in-person or through a conference call is **strongly recommended**.

- **Date:** 08/26/2016
- **Time:** 9:00 am
- **Location:** Combined Transportation, Emergency & Communications Center, 5010 Old Manor Rd #330, Austin, TX 78723.
(Please arrive 30 minutes early in order to clear screening)
- **Conference Call:** 512-974-9300
- **Participant Code:** 749461

3. **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 be mailed to the following address:

City of Austin Purchasing Office
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 WC420304, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
 - 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 Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (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/or Underground Coverage.
 - (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 CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, 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.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 60 months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

- A. Invoices shall contain a unique 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	Communication Technology Management
Attn:	Communication Technology Management
E-mail Address	CTMAPInvoice@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, 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. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages 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 \$13.03 per hour. 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.
- C. 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).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. 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 required in paragraph C above to verify compliance with this provision.

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8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

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- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. 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) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

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D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU3722	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Telecommunication, cable, and internet user services	
Description of Series ID: Paging Service	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: all	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

15. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Pushpa Srinivasa. IT Project Manager

Pushpa.Srinivasa@austintexas.gov

(512) 974-1309

*Note: The above listed Contract 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.

Scope of Work

SOLICITATION NO. PAX0139

Description: *Wireless Messaging System*

1.0 INTRODUCTION

About the City of Austin

The City of Austin, Texas, with a metropolitan area population of over 2 million, is the 11th largest city in the country. This vibrant and dynamic city tops numerous “Best” lists for business, entertainment, cost of living and quality of life. Austin was selected as the “Best City for the Next Decade” (Kiplinger), the “Top Creative Center” in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the “Most Livable City in the Country”, emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the “Live Music Capital of the World” and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

About the City of Austin Government

The City of Austin is a progressive, dynamic, full-service municipal organization operating under the Council-Manager form of government. The City has transitioned to a 10-1 structure. The Council is elected from 10 single-member districts, with the mayor at-large. In this structure, the Mayor and City Council is limited typically to two consecutive terms.

The City Council appoints the City Manager who is the chief administrative and executive officer of the City. The City Manager has responsibilities for guiding and directing day-to-day operations as well as providing strategic research, recommendations, and management leadership to the City Council on budget, programs, policies and services. The City Manager implements the organization's administrative responsibilities with a strong team of professional department heads, Assistant City Managers, and the Deputy City Manager. The City Council and City Manager of Austin are committed to their mission of delivering the highest quality services in the most cost effective manner. The organization's vision is to make Austin the most livable city in the country, and the City Manager's resolve is to make it the best-managed city in the country.

2.0 PURPOSE

The City of Austin (City) and its Coalition members seek proposals on a commercially available Wireless Messaging System. The City is seeking detailed proposals on system capabilities, features, customization, implementation, hosting services, training and support.

The purpose of the messaging system is to provide an internal notification system for the Austin Department of Homeland Security Emergency Management (HSEM), the City and its coalition partners. The messaging system shall be capable of sending notifications, for all internal communications, to a broad spectrum of participants via multiple devices, such as pagers, cell phones, emails, etc.

The City of Austin and its Coalition members will be hereby referred to collectively as “The City”. The Wireless Messaging System will be hereby referred to as the “System”.

The System shall support a Software as a Service (SaaS) implementation. The vendor shall provide billing per coalition member wherein each member utilizes their own budget to support the System.

The City is considering a five year contract with an option to extend by five 1-year terms with the selected vendor. Contractual terms are subject to City Council approval and the availability of funding by the City.

2.1 Coalition Organizations:

2.1.1 The City Coalition agencies include, but are not limited to, the following:

- a. City of Austin (COA)
- b. Travis County (TC)
- c. Travis County Emergency Service Districts (TC ESDs)
- d. University of Texas (UT) Austin
- e. Austin Independent School District (AISD)
- f. Other Political Subdivisions, School Districts, and Governmental Entities in Travis County and Capital Area Council of Governments (CAPCOG) Region that are current or future members of the Coalition.

- 2.1.2 Each Coalition Member Organization shall be pre-approved by the Coalition.
- 2.1.3 Each Coalition Member shall receive all equipment, features, and services at the same contract price.
- 2.1.4 Each Coalition Organization shall be extended all of the rights, obligations, and warranties offered under the contract with the selected vendor.
- 2.1.5 Coalition Organizations may elect to obtain all, some, or none of their Wireless Messaging System services.

2.2 Affiliation Agencies

- 2.2.1 The Affiliation agencies include, but are not limited to, the following:
 - a. The American Red Cross
 - b. The Salvation Army
 - c. The Amateur Radio Emergency Service
 - d. Radio Emergency Associated Communications Team (REACT)
 - e. Various Print and Broadcast Media Outlets
 - f. Area Hospitals
 - g. The Travis County Search and Rescue
 - h. Various businesses and industries
 - i. Scouts, Explorers, Auxiliaries, and similar groups providing service to Coalition agencies.
 - j. Employee Associations of Coalition Members
 - k. Other employees of Coalition Members who have a need for AWACS and / or special messaging services but do not have an employer-provided devices and/or services.
- 2.2.2 These Affiliated Organizations coordinate closely with the Coalition and require access to Area Warning and Communications System (AWACS) and other Special Messaging Services.
- 2.2.3 Each of these Affiliated Organizations, with prior permission of the Coalition, shall receive all equipment, features, and services available to the Coalition.

2.3 Wireless Messaging System Mission Statement

To develop a multi-mode wireless messaging system that allows immediate notification of personnel.

- The system shall be reliable and resilient during emergency events.

- The system shall support individual notifications as well as notification to multiple groups of these individuals. (e.g. Individual Notification, All-user notification, All City notification, All Department/Agency Notification, Specialized Group Notification). Specialized groups may consist of a mix of designated individuals throughout the system.
- This system shall be designed to serve all participating governmental entities in Austin and Travis County as well as participating regional and affiliated partners.

2.4 Current System

The City is currently using a messaging system consisting of two major components. The components are the Paging system by SPOK Inc. (formerly USA Mobility) and the desktop interface to the Paging system called Wireless Office Messenger (WOM) by Emergin. The WOM is connected to the SPOK Paging terminal via a secure connection.

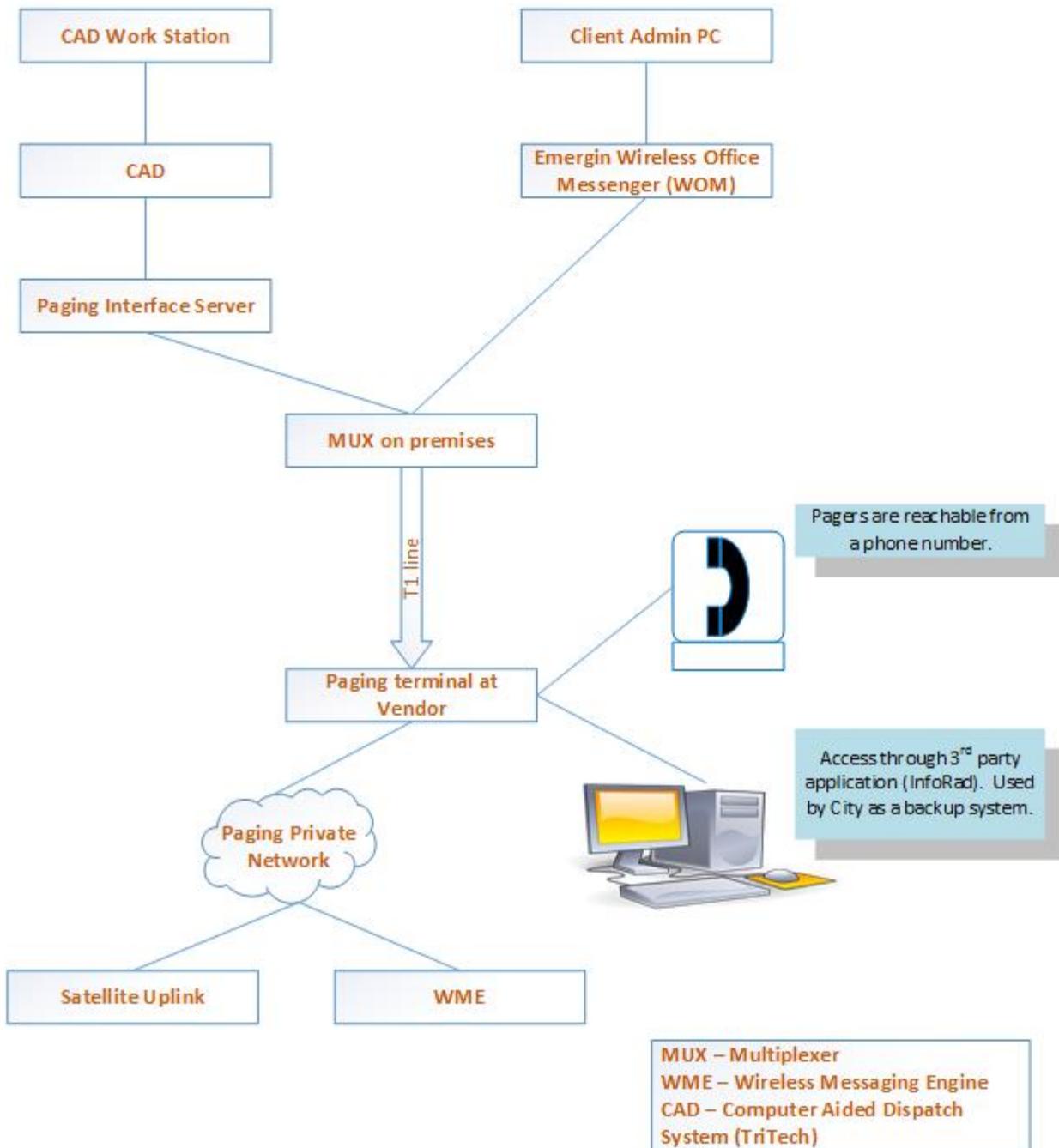
Paging of individuals is supported through the City's computer-aided dispatching (CAD) system. CAD is connected to the SPOK Paging terminal via a secure connection. Access to the paging terminal is also supported by 3rd party software called InfoRad.

The WOM has approximately 6,000 users in the system. A user is defined as the entity who is setup to receive the messages via the System. The Paging System has approximately 7,000 units consisting of 1-way and 2-way alpha-numeric pagers.

The WOM software is no longer supported by the Vendor and needs to be replaced. The Paging System (SPOK) is at the end of the contract and needs to be replaced or upgraded with a solution with enhanced capabilities based upon current and future business needs.

A high level layout of the current system is included as a reference below.

A layout of the current system with Emergin Wireless Office Messenger (WOM) & the Paging System



3.0 TASKS/REQUIREMENTS

3.1 City's Responsibilities: The City will:

- 3.1.1 Coordinate with the Vendor and the appropriate resources within the City in order to successfully complete the project.
- 3.1.2 Provide a Project Manager for work sessions, prioritization, coordination, and scheduling with the Vendor's Project Manager.
- 3.1.3 Provide logistics support for any on-site vendor work or training (office space, computer connection, etc.).
- 3.1.4 Provide available documentation, as requested and/or access to technical resources.
- 3.1.5 Provide technical support, if needed and as available.
- 3.1.6 Provide facilities for all meetings, work sessions and training classes, including audiovisual equipment.
- 3.1.7 Participate in acceptance testing of the system.
- 3.1.8 Participate in training classes provided by the Vendor.
- 3.1.9 Provide review and approval of milestones, deliverables, status reports and invoices.
- 3.1.10 Review and acceptance of the System by all Coalition members.

3.2 Vendor's Responsibilities: The Vendor shall:

- 3.2.1 Review and respond to all requirements as defined in Appendix A.
- 3.2.2 Review and respond to this RFP with all attachments as listed in 0600 RFP Instructions document.
- 3.2.3 Provide a hosted implementation of the Wireless Messaging System for the City.
- 3.2.4 Provide billing per coalition member wherein each member utilizes their own budget to support the System.
- 3.2.5 Provide a turnkey product that includes, but is not limited to, all system design, setup, configuration, testing, performance tuning, training, documentation and implementation required for the system.
- 3.2.6 Assume full responsibility for and include any and all third-party software required for this solution.
- 3.2.7 Provide all technical documents for the proposed system and its components. These documents shall include administrator and end user manuals about product installation and maintenance, including detailed design documents for customized system application and test plans. The vendor shall grant the City the authorization to reproduce any provided documents for internal use.
- 3.2.8 Provide an implementation timeline of the System.
- 3.2.9 Provide an acceptance test plan as defined in section 4.0 of this document and mutually agreed upon with the City.
- 3.2.10 Support testing per the acceptance test plan and receive final sign-off from the City.
- 3.2.11 Provide training to the administrators and authorized users from the Coalition agencies.
- 3.2.12 Provide any additional support models that the Vendor can support (The City has defined its requirements for Vendor support in Appendix A).
- 3.2.13 Provide post implementation support and maintenance of the hosted System per the contract User and the Service Level Agreement (SLA).

4.0 USER ACCEPTANCE TESTING PHASE

- 4.1.1 The Vendor shall support a small-scale implementation of the System and test with a subset of users from every agency in the Coalition, as part of the User Acceptance Testing (UAT).
- 4.1.2 The Vendor shall provide an Acceptance Test Plan (ATP) explaining the details of the testing on this project.
- 4.1.3 The ATP shall specifically address all the Requirements as defined in Appendix A. The City shall review and accept the ATP, if it meets all the requirements. The Vendor shall incorporate all changes to the ATP as specified by the City.
- 4.1.4 The ATP shall include, but is not limited to, the following high level requirements:
 - a. Access to the hosted solution.
 - b. Send messages to multiple devices (cellphones, pagers, etc.)
 - c. Setup of users and accounts (with and without Active Directory)
 - d. Identity Management and Authentication via Active Directory
 - e. Testing of Austin/Travis county coverage areas for all services
 - f. Messages initiated from CAD and delivered through the System
 - g. Direct connection support to paging solution
- 4.1.5 The City's Wireless Messaging System Project Team, consisting of select users from the City and its Coalition members, shall review the test results and if acceptable, shall sign off on the completion of the UAT.
- 4.1.6 The billing cycle of the Vendor shall not begin until after the successful execution of the ATP and the sign off of the results, by the Project Team.
- 4.1.7 The Vendor shall then complete the coalition-wide full deployment of the System.

5.0 DELIVERABLES/MILESTONES DURING THE PROJECT

t0 = Award of the Contract to the Vendor

Deliverables/Milestones	Description	Tentative Timeline	Performance Measure/ Acceptance Criteria
Project kickoff	Provide an overview of the System and share high level timeline with the City. Propose a high level design for Coalition-wide deployment of the System.	t0 + 3 wks	High level design review
Deliver Project Plan and Acceptance Test Plan for review	Provide a detailed Project Plan and an Acceptance Test Plan as defined in the 0600 RFP Instructions Document.	t0 + 6 wks	Acceptance Test Plan review
Setup and implement the new System with all agencies of the Coalition	All Coalition agencies and their users setup on the new System to send/received internal messages using the System.	t0 + 10 wks	Users able to send/receive notification using the System to multiple devices.
Implement federated authentication, as applicable	Implement multiple Active Directory (AD) integrations with the System for those agencies that support AD.	t0 + 12 wks	Users able to authenticate and send/receive notification using the System to multiple devices.
Support message initiation through CAD dispatch system Acceptance Test Plan results	Support the ability for the Coalition dispatchers to use the CAD system to reach the users of the System. Submit User Acceptance Testing results to support signoff of the Acceptance Test Plan.	t0 + 12 wks t0 + 14 wks	Coalition users able to receive notification from the CAD system. Signoff the Acceptance Test Plan

6.0 APPENDICES/EXHIBITS

- 6.1 Appendix A – Requirements matrix Excel spreadsheet – this is a consolidated list of all functional, technical and implementation requirements for the System.
- 6.2 0600 RFP Instructions for Wireless Messaging System document.
- 6.3 0601 Price Proposal Sheet for Wireless Messaging System.

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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1. PROPOSAL FORMAT

Submit one original paper copy and an electronic copy of the original proposal in PDF version on twelve separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Tab 1 – City of Austin Purchasing Documents - Complete and submit the following documents:

- A. Signed Offer Sheet
- B. Section 0601 Price Proposal Sheet
- C. Section 0605 Local Business Presence Identification Form
- E. Section 0835 Non-Resident Bidder Provisions Form
- F. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

Tab 2 - 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.

Tab 3 - Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work. The Proposer must clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will 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.

Tab 4 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 5 - Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Additionally, specifically include the following:

- Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
- List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned

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subsidiary during the past five (5) years. Include in the description the disposition of each such petition.

- List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
- List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
- Has your firm ever failed to complete any work awarded to you? If so, where and why?
- Has your firm ever been terminated from a contract? If so, where and why?

Tab 6 - Prior Experience & References: Describe only relevant experience and individual experience for personnel who will be actively engaged in the project. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008.

Provide a minimum of **three (3) customer references, preferably one or two local Governmental agencies**, which are operating a fully functional system and similar in scope and magnitude of this system as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References shall include the following information:

- Name of Agency
- Number of users, messages, types of devices rolled out
- Contact name – contact most familiar with the implementation and performance of their system
- Contact telephone number and email
- Year project took place
- Budget of project
- Scope and magnitude of project
- Was project completed on time and in budget?

Tab 7 – Personnel & Project Management Structure: Include names and qualifications of all professional personnel including senior management who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide a general explanation and chart which specifies project leadership, how resource time, work quality, and other priorities are managed, and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Provide all resumes.

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Tab 8 – Concept and Solution: Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past. Define in detail your understanding of the requirement presented in this request for proposal and your solution.

Proposer shall submit their comprehensive Service Level Agreement (SLA) in regards to Uptime Guarantee, System Response Time, Incident Response, Security Remediation and Mitigation, and Service Availability with their response for review and evaluation by the City. Provide all details as required and any additional information you deem necessary to evaluate your proposal.

Tab 9 – Required Supplemental Submittal Requirements:

9.1 Review and respond to all Wireless Messaging System Requirements listed in Appendix A.

9.2 Testing, Training and Documentation

- a. Provide an Acceptance Test Plan explaining the details of the User Acceptance Phase of testing on this project. Please refer to the 0500 Statement of Work for details on the User Acceptance Phase.
- b. Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results on a project similar to size and scope as the City.
- c. Provide a detailed test plan that describes how the system will be fully tested, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user acceptance testing. Specify proposed demarcation of responsibilities between the City and the Vendor.
- d. Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the City and the Vendor. City prefers onsite training to be conducted for end users in alignment with deployment strategies. The City will provide the facilities for onsite training.
- e. Describe what kinds of training materials will be provided and how these can be modified for use by the City staff to conduct user training. Provide sample of most recent training materials. The City requires onsite training to be conducted for “train the trainer” in alignment with deployment strategies. The City will provide the facilities for onsite training. The City will consider, as an additional aide, a video/presentation mode of training, to help users learn how to use the system.
- f. Describe the process that will be used to keep users up to speed on new features and system upgrades.
- g. Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

9.3 Implementation

- a. Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the City and the Vendor.

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- b. Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the City and the Vendor.
- c. Describe the specific On-Site implementation services that are offered.
- d. Describe past “go-lives” that were completed successfully including any pertinent lessons learned and best practices.
- e. Describe any communication strategies and best practices that would be employed as part of the solution implementation.

9.4 Support and Ongoing Service

- a. Refer to Requirements sheet in Appendix A for specific requirements of the City on the Vendor support model. Describe the model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.
- b. Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to the City resources shall only be permitted when authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.
- c. Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.
- d. Describe any planned releases and updates associated with expanding or improving the system in the future.

2. Price Proposal

Information described in the following subsections is required from each Proposer. Your method of pricing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

- a. **In a separate sealed envelope in the same RFP package submitted**, Proposer shall submit one printed original and one electronic version of the completed price proposal provided in **Section 0601, Price Proposal Sheet in a SEPARATE sealed envelope from the technical Proposals**. Proposer shall provide pricing for each section listed on the form. Failure to submit pricing, or using the required form will result in the Offer being disqualified and not eligible for award.
- b. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City’s Travel Policy as published and maintained by the City’s Controller’s Office and the Current United States General Services Administration Domestic Per Diem Rates (the “Rates”) as published and maintained on the Internet at:

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http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

- c. **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.

3. Financial Requirements

- a. It is necessary for the City to evaluate, verify, and understand the Proposer's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proposer shall provide accurate and legible financial disclosures to the City as requested below.

In a separate sealed envelope in the same RFP package submitted, proposers shall submit a complete set of independently audited financial statements for the last two years, including:

- detailed balance sheets, income statements, and statements of cash flow
- an independent auditor's opinion letter
- descriptive notes on the financial statements

4. Proposal Validity Period, Compliance, Local Business Presence

- a. **Proposal Validity Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer validity period is offered in the proposal.
- b. **Compliance:** A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer shall state compliance with terms of this Request for Proposal (RFP). Additionally, the selected Vendor shall be compliant at all times with the requirements of the FBI's Criminal Justice Information System (CJIS) regarding system and network security and personnel backgrounds as applicable to this solicitation and subsequent awarded contract.
- c. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. 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)

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years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. 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. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

- d. 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.

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5. EVALUATION FACTORS AND AWARD

a. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. 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.

b. **Evaluation Factors:**

The table below indicates the scoring matrix and each of the proposals will be evaluated using this set of criteria.

Criteria	Description	% of Total
Proposed Solution Viability	Ability to meet the requirements as specified in Appendix A	50
Project Management Approach	Project management support including the experience and maturity of the Project Management Organization	05
Evaluated Price	Price of base product and services Price of optional items	20
Experience	Other city and local government references Similar, successful installations (size and scope) over the past five years Maturity of product Maturity of company	15
Financial Viability of Company	Company financials Financial ratings Financial ratios	Pass/Fail
Local Presence of Business	Maximum points (see breakdown below)	10
Sub total		100

Breakdown of Local Business Presence Table:

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP PAX0139
Wireless Messaging System**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100% - a branch office in Austin present for the last 5 years (Home offices don't qualify)	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

c. Interviews and Demonstrations, Optional (25 points)

The City may determine that it is necessary to request an interview and product/system demonstration of short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- a. The point difference between the first and second ranked Proposer is less than five points.
- b. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- c. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- d. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- e. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is a smaller number.
- f. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

PAX 0139 - Section 0601: Price Proposal for Wireless Messaging System

A: Coalition Prices: Required messaging device lease and messaging service.

The City is considering a five year contract with an option to extend by five 1-year terms. Contractual terms are subject to City Council approval and the availability of funding by the City.

Provide the pricing for each type of paging device and each type of messaging service. The messaging service shall include at a minimum message delivery to pagers, cellphones and emails. All recurring costs related to paging device costs shall be provided under Table 1. All other recurring costs (such as software licensing, support & maintenance, etc.) must be rolled into per user per month service fee as in Table 2.

The City estimates the number of users to be approximately 6000 and number of pagers to be approximately 1500. A user is defined as the entity who is setup to receive the messages via the System. The City anticipates the number of pagers to fluctuate (up or down) and the number of users to increase over a period of time.

The City reserves the right to purchase more or less than the quantities listed above based on the pricing submitted. The City reserves the right to award in whichever way is most advantageous to the City.

Recurring pricing – Table 1			
Description	Device Manufacturer and Model	Lease Price per Device per Month	Replacement Cost, Lost or Damaged Beyond Repair Cost, Leased Pager
1-Way Alpha-Numeric Device with Local Alpha-Numeric Coverage (as defined in Appendix A)			
1-Way Alpha-Numeric Device with Statewide Alpha-Numeric Coverage (as defined in Appendix A)			
1-Way Alpha-Numeric Device with Nationwide Alpha-Numeric Coverage (as defined in Appendix A)			
<i>Advanced</i> 2-Way Alpha-Numeric Device with Nationwide Alpha-Numeric Coverage (as defined in Appendix A)			

Recurring pricing – Table 2	
Description	Price per User per Month
Multi-mode Service (as defined in Appendix A)	

B. Coalition Prices – Pricing for all one-time costs

All one-time costs such as setup, implementation, configuration, customization, etc. shall be included in the table (Table 3) below. The City may elect to roll-up these costs into per user per month based service fee but for the proposal the Vendor shall clearly indicate their one-time costs related to the City’s Wireless Messaging System deployment.

One-time costs – Table 3	
Description	Price

C. Coalition Prices – All other items:

Please provide the cost for **all additional items** outlined in your response to Appendix A, that will require a fee. Only items listed in Section A, B, and C of this proposal sheet will be considered for price evaluation purposes.

Table 4			
Description	Item Description	Manufacturer and Model	Price per Unit

D: Affiliation Prices:

Pricing for Affiliated Organizations, groups, and individuals shall be described in the response to this proposal. Price, if greater, shall be a percentage above the Price basis offered to the Coalition. The Vendor may propose alternative thresholds for pricing based on number of users.

Discounts for group accounts, annual payments, etc. may be proposed.

- The price to Affiliation members, for the above required and optional items, billed to an account with 4 or less users is percent above the Coalition price.
- The price to Affiliation members, for the above required and optional items, billed to an account with 5 to 49 users is percent above the Coalition price.
- The price to Affiliation members, for the above required and optional items, billed to an account with 50 or more users is percent above the Coalition price.
- A discount of percent shall apply for bill paid annually.
- A discount of percent shall apply for bill paid quarterly.