



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

SOLICITATION NO: RFP SMW0125

DATE ISSUED: January 26, 2015

REQUISITION NO.: RQM 15012100142

COMMODITY CODE: 8407029

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

Ms. Shawn M. Willett
Corporate Contract Compliance Manager

Phone: (512) 974-2274

E-Mail: Shawn.Willett@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Camera Purchase and
Installation Services for Flood Early Warning System

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

PROPOSAL DUE PRIOR TO: 3:00 PM on March 12, 2015

PROPOSAL CLOSING TIME AND DATE: 3:00 PM on March
12, 2015

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, 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, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

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

**SUBMIT 1 ORIGINAL, 5 COPIES, AND 1 ELECTRONIC COPY (CD or FLASH DRIVE) OF
YOUR RESPONSE**

*****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	7
0500	SCOPE OF WORK	3
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** 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 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 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.

I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City’s MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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**

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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 no later than 5:00 pm on February 19, 2015 either via fax at (512) 974-2388 or email at shawn.willett@austintexas.gov.

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 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
 - (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.

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- (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.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) additional twelve (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 twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. 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	Watershed Protection Department
Attn:	Donna-Lee Bliss

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Address	505 Barton Springs Road #1200
City, State Zip Code	Austin, Texas 78704

- 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.

5. LIVING WAGES (applicable to procurements involving the use of labor):

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 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 \$11.39 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.

6. 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.

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- 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>

7. 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.

8. 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.

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- 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.
- 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).

9. 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 twenty percent (20%) 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.

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- 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.
- D. **Indexes:**
- 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: PCU33431	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Audio and Video Equipment Mfg	
This Index shall apply to the following items of the Cost Proposal: All Equipment	

- 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.

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10. **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.

38. **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:

Donna-Lee Bliss

Contract Development Analyst

(512) 974-2530

*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.

1.0 INTRODUCTION

The City of Austin (City), population 840,000, is the 13th largest City in the country. The City has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, the City's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond. However, Austin has approximately 8000 structures that are within the 100 year floodplain. It also is located in the heart of what is called "Flash Flood Alley."

2.0 BACKGROUND

Austin is in a unique geographic setting where it can receive abundant moisture from the Gulf of Mexico and from waves of energy off of the Pacific Ocean. Some the highest rainfall totals in the world have occurred in this Central Texas Area. Relatively small watersheds are located in the urban core of Austin, and with steep slopes and poor soils, normally dry creek beds with a relatively small amount of rain will turn into quickly rising streams in a matter of minutes.

After the Halloween Storm of 2013, The City of Austin using its Flood Early Warning System entered into a pilot project to install cameras near the most heavily impacted area (Yarrabee Bend Subdivision in the lower Onion Creek watershed) at three roadways that when flooded will block vehicular access both into and out of the subdivision. The cameras are solar powered, focused on areas that will flood associated with the road crossing, have infrared image capability, and the camera images are hosted on a portal that allows for ingestion into the City's road closure public website ATXfloods.com.

3.0 PURPOSE

The City of Austin is interested in exploring options for incorporating real-time or near real-time images of creek crossings within the public facing website so that citizens can obtain situational awareness (at any time of the day or night) on the current creek level information. The City wants to obtain a vendor(s) for the acquisition of the cameras, assistance with the installation of the cameras, and to provide the portal for incorporating the cameras onto a public website. The cameras will need to provide real-time or near real-time images and be able to provide information during a heavy rain storm (cameras will need to be installed such that rain will not "cloud" the image" and needs to produce images that can be clear at night.) The City is wanting to expand its current system of cameras for this program to a minimum of 30 cameras. However, the desire is to increase that number based on the cost provided. The City is willing to consider a single contract to perform the work identified within this Statement of Objectives, but it also reserves the right to make multiple awards based on service components or grouping of specific work based on cost, convenience, knowledge or expertise, or any criteria deemed by the City to be the most advantageous. The City also reserves the right to refrain from awarding any service components or groupings of specific work.

4.0 STATEMENT OF OBJECTIVES

- 4.1. Contractor shall put together a proposal on the preparation of camera images for importation and use into the City's public website ATXfloods.com. The camera images must be able to update in

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Warning System – Flood Camera Installation
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near real-time, be reliant on solar or battery power only, have infrared capability so that the images can be viewed at night, and be able to be incorporated by the City for use in a public facing website. The method for the communication will be the responsibility of the Contractor.

- 4.2 If the cameras are to be pointed at a road, then the cameras or the web portal must have software to render a face or a vehicular license plate unidentifiable.
- 4.3 The City shall maintain ownership of the images. Contractor shall not make use of camera images without consent of the City.
- 4.4 Processes will need to be put into place by the vendor to have the images archived for a minimum period of 90 days.
- 4.5 Performance Requirements
 - 1. Camera images must be updated on the website at a minimum of every 3 minutes.
 - 2. Camera installation (including communications component) must be powered by either solar or battery power (no other power source is available.)
 - 3. Cameras must provide images that are clear at all times, including during rain events as well as at night.
 - 4. During installation, Contractor must work with the City to ensure that the cameras are oriented to best provide images of the areas of interest.
 - 5. Contractor must host the camera imagery on their servers for display on ATXfloods.com.
 - 6. The Contractor must provide information on billing procedures.
 - 7. The Contractor will need to provide camera specifications that include life expectancy.
 - 8. After installation, if a camera is damaged, the Contractor shall provide a price for replacement cameras or associated parts.

5.0 PROJECT DEVELOPMENT

- 5.1 Propose outdoor cameras that are best suited to the described use. The evaluation needs to include cameras that are solar or battery powered, able to capture clear images in near real-time, and have infrared capabilities. The goal of this project is to utilize the real-time camera images on a public website – ATXFloods.com so that citizens have an awareness of flood roadways, or threat of flooded roadways. The images must be able to be viewed in near real-time, during a rain storm, and at night.
- 5.2 Propose communication methods of the cameras including most cost effective and reliable cellular network or other method of communication for the camera system.
- 5.3 Installation of cameras as well as image background so that cameras can convey the most effective message for the driving public on the status of the roadway crossing. The ability to detect water over roadways and to be able to see camera images during a heavy rain storm must be taken into account.
- 5.4 Include in the proposal plan for the maintenance of the cameras, the power supply, and the communication.

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- 5.5 Should include everything for the mounting of the cameras, the power supply, and the communication.
- 5.6 Should include a method or methods of input into a system that can be incorporated into a public facing website such as www.atxfloods.com.
- 5.7 Should have the ability to incorporate an overlaying graphic on each image that provides additional situational awareness – such as a known high water mark, or a description of what other impacts there may be based on the high water image.
- 5.8 The Contractor shall provide all necessary mounting hardware and instructions for installation, and shall have a representative on-site or available during installation to provide guidance. The City will perform the work to install the cameras under the guidance provided by the Contractor.
- 5.9 The images should be made available for a minimum of 90 days. A description on how that process will occur should be included in the proposal response.
- 5.10 Security and Licenses

Develop a list (if any) of any additional software licenses required, and develop a list of potential data security concerns.

6.0 PROGRESS REPORTS AND DELIVERABLES

The following are project deliverables:

- a. A conceptual plan that provides a description of items as described in Section 5.0.
- b. An itemized price per camera including any on-going cost for each camera including items such as cellular service, website hosting, maintenance fees.
- c. Camera installation

Project meetings will be scheduled at the start and end of each of the project deliverables to ensure that the scope is clear and that the needs have been met.

City of Austin
Purchasing Office
0600 Proposal Preparation Instructions
& Evaluation Factors
for Watershed Protection Department Flood Early Warning System – Flood Camera Installation and Public
Web Services Enhancements

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which shall include a concise and brief overview of the proposed solution and offer. The proposal shall include a sequential table of contents with page numbers linking the content of the offer and shall be clearly identified and organized in the following format and informational sequence:

- A. Tab 1 - Required Documents:** All signed documents and any addendums released should be submitted as a part of this RFP. These documents include: signed Addendums, the signed Offer Sheet (pages 1-3), and Section 0835 **Nonresident Bidder Provision**.
(If you will be utilizing subcontractors, you must 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 and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include the 0900 No Goals Utilization Plan in Tab 1.) <http://www.austintexas.gov/department/standard-bid-documents>
- B. Tab 2 - 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 that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate.
- i. How long has your firm been in business?
 - ii. Detail any and all procedures, processes and/or infrastructure you have in place to maintain your data systems and business processes in the event of a disaster (i.e. complete power failure, system crash, earthquake, flood, fire, etc.).
- C. Tab 3 - Proposed Solution:** Define in detail your understanding of the requirement presented in the Statement of Objectives of this Request for Proposal and your solution. Provide details of how your organization will meet or exceed the requirements included in the RFP Statement of Objectives, include an explanation of why any exceptions were taken. Provide all details as required in the Statement of Objectives and any additional information you deem necessary to evaluate your proposal. Proposer shall submit with the RFP response, a written plan covering how the information should be received, what software data for the User Interface may be used, and how the data can be displayed. In addition, the Proposed Solution should include a description of potential problems with the data being received or problems with how the data can be transferred out and made “open” for public use.

D. Tab 4 - Program Plan: Describe your plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Objectives and your plan for accomplishment. Specifically indicate:

i. Work Plan

Describe your Work Plan for achieving all the Contractor Responsibilities as outlined in the Statement of Objectives. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Objectives and your plan for accomplishment. For instance, once the locations for cameras are provided, an indication of average time from camera installation to website image must be provided.

ii. Tasks

Describe your work program by tasks. Detail the entire process to be implemented to complete the required work. This detail should include, but is not limited to, a description of the following:

- a. Proposed camera makes and models and any equipment modifications of the cameras necessary to obtain real-time or near-real time images;
- b. A description of cellular service availability;
- c. A description of portal hosting for use by the City of Austin for import into a public internet site – ATXfloods.com.
- d. A description of modifications to the camera or camera housing to allow it to capture clear images during a rain storm and images at night (no light);
- e. Information on billing for the cameras;
- f. A description of how faces and license plates can be masked, if necessary; and
- g. An estimated time for installation of each camera.

iii. Workforce

Describe your workforce as relates to this Proposal. This detail should include, but not be limited to a description of the following:

- a. The size and composition of your current workforce. If you do not believe it to be of adequate size to handle the anticipated volume from the City of Austin, detail how many additional employees would be needed and when would they be fully trained.
- b. From where do you employ most of your employees (i.e., other agencies, college students, etc.)

iv. Documents

Provide, as part of your proposal, samples of the following:

- a. Images from other cellular based cameras. These do not have to be associated with flooding. The images, however, must also capture infrared with extremely low light.
- b. Descriptions of image library and information on how the site is captured into another website.

- c. Examples of potential mounting brackets for the cameras and the associated equipment (including power, communication, and camera lens and associated camera lens protection).
- d. Examples of potential image overlays for information purposes.

E. Tab 5 - Project Management Structure:

- i. Provide the following information:
 - a. A general explanation and chart which specifies the organizational and management structure of the agency, how the team will interface with City Watershed Protection Department and Communications Technology and Management Department. For each team member, provide the following information on the organizational chart: name, title/function, percent of time on site, and approximate total hours assigned to the project. Please include how long your management team and key employees have been employed by your company and how long they have been involved in the industry.
 - ii. If the Proposer is a partnership or joint venture between multiple organizations, a copy of the formal written agreement must be submitted that defines each partner's role and responsibilities, and designates one partner as having lead management and fiduciary responsibility for the Program.

F. Tab 6 - Experience: Provide references for a minimum of three (3) projects where the customers are operating a fully functional system of similar scope and size to the one described in this Scope of Work. Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2004. Supply the project title, year, project description including details and size to qualify as applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.

- i. Describe only relevant corporate experience including but not limited to the preparation of any remote camera sensing and associated interface for other clients. Note that this does not have to be related to flood warning.
- ii. Submit with the response, a statement of consent to permit the City of Austin to select the business references to verify collection work experience at its sole discretion.

G. Tab 7 - Lead Negotiator: Include name, address, e-mail, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

H. Tab 8 - Cost Schedule/Submission: Information in this tab is required. Detail the estimated costs associated with your proposal. Include the cost of labor, materials, supplies, travel, printing, and fees including administrative burden. Your organization's method of costing may or may not be used but shall be described. Please include all costs associated for an engagement of 24 months and then three additional 12-month extension options.

At a minimum, the following information must be included in Tab 8 of your proposal:

- Cost per camera;
- Cost for communications equipment;
- Cost for cellular service
- Cost of mounting equipment;
- Cost of power and associated mounting equipment;
- Cost of camera installation;
- Cost of portal hosting of cameras for use by www.atxfloods.com;
- Cost for archiving the data for 90 days;
- Cost for time laps of images when requested; and
- Annual cost of camera and associated equipment maintenance.
- Any additional costs involved in the completion of the Work identified in the Statement of Objectives.

i. 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 ACCD'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:

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.

I. Tab 9 - Section 0605 Local Business Presence Identification Form: 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) 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. 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.

2. 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.

3. PROPOSAL ACCEPTANCE PERIOD

All proposals are valid for a period of one hundred and fifty (150) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

4. 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.

5. PROPOSAL PREPARATION COSTS

All costs directly or indirectly related to preparation of this RFP or any oral presentation required to supplement and/or clarify the offer, which may be required by the City, shall be the sole responsibility of the contractor.

6. EVALUATION FACTORS AND AWARD

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer(s) 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 Offer. It is the City's preference to award a single contract to perform the work specified in the Statement of Objectives; however, the City reserves the right to make multiple awards based on service components or groupings of specific work, based on cost, convenience, or any criteria deemed by the City to be the most advantageous. The City also reserves the right to refrain from awarding any service components or

groupings of specific work. 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:

i. 100 points

1. Proposed Solution and Program Plan -35 Points

- Responsiveness to and understanding of requirements, terms and conditions
- Sophistication of internal technology
- Implementation plan and timetable for preparing the project as described
- A limited representation of the camera images, potential overlays, archiving features, and web portal features shall be included in this section.

2. Demonstrated Applicable Experience -20 points

- Demonstrated corporate experience with web-integrated cameras
- Strength of customer references

3. Cost Proposed - 25 points (Proposer offering the lowest cost to the City will be given maximum points, remainder given on a percentage ratio basis)

- All project costs per camera install as per tab 8

4. Organization and Management Structure -10 Points

- Organizational and service structure
- Key staff qualifications, tenure and experience
- Financial strength, stability in the marketplace and disaster recovery plans
- Ability to handle private data

5. Local Presence – 10 points

As per section 0605 included in tab 9.

- Local business presence of 90 to 100% - 10 points
- Local business presence of 75 to 89% - 8 points
- Local business presence of 50 to 74% - 6 points
- Local business presence of 25 to 49% - 4 points
- Local business presence of 1 to 24% - 2 points
- No Local business presence – 0 points

ii. Interviews/Presentations/Demonstrations Optional. Interviews, Demonstrations, and/or Presentations may be conducted with short listed vendors at the discretion of the City. Maximum 25 points.

The City reserves the right to require short listed vendors selected for demonstrations or presentations to provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Vendors unwilling to provide this information or whose financial information is deemed as not demonstrating financial stability will not 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. 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, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.39 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.039per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

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 is 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: _____