CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP SMW0126

DATE ISSUED: January 26, 2015

COMMODITY/SERVICE DESCRIPTION: Graphical User Interface for Flood Early Warning System

REQUISITION NO.: RQM 15012100143

COMMODITY CODE: 20811

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

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 8th 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	7
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**

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0126

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.

(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 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

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.

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.

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.

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:** 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:**

Weight % or $ of Base Price: 100	
Database Name: Consumer Price Index	
Series ID: CUUR0000SEEE	
X Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: All Urban Consumers	
Description of Series ID: Information Technology Hardware and Services	
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.

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, COA), 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 devastation caused by the1981 Memorial Day Storm in Austin the City implemented a "flash flood warning system" known today as the "Flood Early Warning System" (FEWS). The system originally consisted of rain and stream level gauges located throughout the city. The purpose of the system was to provide rainfall and stream level data in real-time so that decisions for evacuation or road closure could be made.

Data from the rain and stream level gauges was placed onto a public internet site, transferred via File Transfer Protocol (FTP) to the National Weather Service (NWS), and stored within a database. The rain and stream level gauges reported via a radio network to two centralized base stations located within the Emergency Operations Center. Decisions on flood warning were made based upon a series of tables and charts on the data. For instance, if a stream level gauge on the upstream portion of a watershed was above a threshold amount, then there was a time period associated with that peak of the flood wave to travel to another location.

Radar information as well as other situational awareness of the storm event was obtained by watching local broadcasters.

The tables and charts were all stored by paper file and decisions on flood warning had to be made by the actual operators of the system – employees of the Watershed Protection Department. These employees were civil engineers with a drainage analysis background. They worked utilizing a two week ON CALL schedule. Every two weeks, two engineers would be ON CALL (24 hours a day) and ready to deploy to the Emergency Operations Center within an hour after being notified. Their job, once they arrived at the Emergency Operations Center was to evaluate the information received from the base stations and make decisions on flooding – including road closures and evacuations. Hard copies of floodplain maps were stored at the Emergency Operations Center. These maps of the 100 year storm were pulled when necessary to help provide first responders with information on the anticipated floodplain.

Having an understanding of the behavior of the watersheds in Austin was a key component to making the FEWS work. As exposure to the FEWS increased during wet periods, understanding the behavior of the watersheds was gained. However, the FEWS was largely inefficient because it couldn't effectively manage the large number of roads that will flood within a smaller storm event, manage the increase in population within the 100 year regulatory floodplain, or understand the problems associated with inadequate storm drains or along smaller tributaries.

In addition, the FEWS duty was carried out by as many as 20 individuals – all with varying levels of experience and knowledge of the watersheds.

Current FEWS

The system today has grown more complex in the following areas:

1. The system is now managed within a group of four individuals, and ON CALL duty is handled only by those four individuals. This way, continuous hands on experience with the system is maintained.
2. FEWS is now responsible for working with the Watershed Protection Department Field Operations personnel to barricade roads that are flooded during a storm event.
3. A radar component was added to the system in 2004. It receives the ground rain gauge information and adjusts the National Weather Service Doppler information either up or down based on the rain that has actually fallen on the ground.
4. Forecast hydrologic/hydraulic models that ingest the gauge adjusted rainfall and non-gauge adjusted rainfall and produce model forecasts for flow and for stage at 599 creek locations throughout Austin. The forecast models produce maps every 15 minutes.
5. In addition to rain and stream level gauges, the City has added automatic gate arms and flashing lights (active control) on low water crossings within the City limits. That information is managed through a SCADA system. In addition, a limited decision support system is used as a display that ties rules (similar to those on paper).
6. FEWS operates and administrates a website ATXfloods.com that provides information on roads that are flooded during a storm. Information on flooded roads is manually inserted by City of Austin personnel and partner agencies.
7. FEWS issues flood “watch” information to subscribers based upon roads or based upon the potential for creek flooding.
8. FEWS communicates with the National Weather Service through their “chat room”. But that remains a separate communications portal required to be managed during a significant storm.

FEWS staff have expanded their roles from being evaluators of a ground gauge network during a storm to being a coordinator with other departments and communities before, during, and after a storm event.

In an effort to provide better data with fewer resources for flood warning, the FEWS has grown to be increasingly complex and technology driven. While the reliance on anecdotal and system knowledge has decreased, the reliance on computer servers and gauges has greatly increased.

In response to the Halloween 2013 Storm Corrective Action Plan, FEWS would like to address the following issues:

1. There is no awareness within the Emergency Operations Center on a geospatial display of flooding 911 or 311 calls. Emergency Managers do not have this knowledge, either.
2. There is not a centralized terminal or single location for obtaining all information in one location as well as rules on that information or a decision support system. Information is received on a minimum of four different computer screens, and it is not all inclusive. There is still a great reliance on human knowledge. In addition, there is a large amount of “communication” that needs to occur during a storm. Communications include:
    a. Radio communication with Field Operations staff;
    b. Updating ATXfloods.com;
    c. Sending messages on flood “watches” when necessary;
    d. Providing information via the National Weather Service “chat room”; and
    e. Providing information to the Emergency Management personnel.
3. The systems in place are linked together. Therefore, if there is a break in the “chain” – such as in a computer server not running – the system will not operate. Information is “pushed” and “pulled” from various sources – many are outside the control of the FEWS staff.

4. The information that the FEWS receives cannot be easily shared with other agencies or even with the Emergency Management officials. Instead, there remains a reliance on paper maps to provide information. It is almost impossible to get paper maps or other written information out to incident commanders in a timely manner.
5. There is a perception that there can be “time” within a storm event to facilitate an orderly evacuation and notice to those areas that will be affected. However, depending on the location of the storm, the intensity of the storm, and the size of the watershed, this is rarely the case. Under the best circumstances, FEWS can provide forecasted information once rainfall has fallen over a particular watershed.

Shifting Roles and Responsibilities

Over the years, FEWS has grown in its abilities to understand floods and their associated impacts. However, because of the need for timely and accurate public information and with the advent of www.atxfloods.com, FEWS is now in three roles:

1. FEWS provides public outreach and situational awareness with respect to flooding;
2. Closing flooded roads during rain events; and
3. Providing timely and accurate information to first responders and emergency managers during flood events.

3.0 PURPOSE

The City desires to obtain a centralized graphical user interface that will display information that is available from many different sources. That information has time and space attributes associated with it. The Common Operating Picture (COP) must incorporate a decision support network based upon the information that it receives. The goal of this information portal is to assist City personnel and other partner agencies in managing flood emergencies. 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.

In addition, the City will be issuing two additional solicitations . One solicitation is for the acquisition and installation of cameras and hosting of web images from low water crossings, and the other is for the development of modeling and mapping software of flood inundation based upon forecasted rainfall and real-time rainfall. All of this information, as developed, will need to be imported into this proposed interface.

4.0 STATEMENT OF OBJECTIVES

4.1. Contractor shall put together a graphical user interface that serves as a COP for flooding information (“the System”). The System must be able to receive information from multiple sources, write rules on the information for a decision support system, and package (format) information out for use by other City departments or to the general public in an open source format.

The System must be map and rule based. The System must be able to display the time of the occurrence or the time that a threshold value has been met. For example, the map should be able to display the location, time, and description of a Computer Aided Dispatch Report responded to by Austin Fire Department for flooding assistance as an icon on a map with a received date and time associated with it.

The following data is requested to be imported into the System:

- **Flood reports from City 911 Center**
  Data is from City 911. This information is currently not publicly available, but it does have a date/time stamp, address, and description associated with it. Obtaining this data will require additional coordination between the City of Austin and the vendor.
- **Flood reports from City 311 Center**
  Data is from City 311. This data is currently available to the public via the Open 311 data feed. It has a date/time stamp, address, and description associated with it.
- **Austin Fire Department Computer Aided Dispatch (CAD) reports for flooding**
  Has a publicly accessible data feed and has an address, but no latitude/longitudinal coordinates. This data will require additional coordination between the City of Austin and the vendor.
- **Twitter information pertaining to flooding**
  The goal is to monitor flood related hashtags in real-time and display them on a map. The goal is to also be able to modify the search parameters as conditions warrant.
- **GPS locations of WPD and S&B barricade crews**
  Information is available, but will require additional coordination between City and vendor to put it into a format that can be used.
- **Radar information from National Weather Service**
  This information is publicly available.
- **Publicly available rain gauge information from Lower Colorado River Authority (LCRA), City of Austin (COA), Upper Brushy Creek Water Conservation and Irrigation District, National Weather Service (NWS), and the U.S. Geological Survey (USGS)**
- **Forecasted flood areas (polygon) and depth information (raster) based on COA flood model forecasts**
  Information is available on the polygon in KML format and is internal only. Will require additional coordination between City and vendor to put it into a format that can be used.
- **Current flood areas (polygon) and depth information (raster) based on publicly available stream level gauges**
  Information on flood areas tied to specific gauge readings is available in KML, but will require additional coordination between City and vendor to put it into a format that can be used.
- **Anticipated structure flooding (roadways and buildings) with anticipated depth of flooding**
  Information is available, but will require additional coordination between City and vendor to put it into a format that can be used.
- **Street flooding information from ATXfloods.com**
  Public feed in json and XML format

- **Link to street cameras (both from City of Austin and private vendor flood cameras)** Some of this information is publicly available, but some requires additional coordination to make it available for this purpose.
- **Functionality for volunteer flood reports to be mapped in the system – including photographs.** This process is available, but no one has used it yet.
- **Links to multiple USGS gauge sites or information showing multiple discharge hydrographs on the same page – For instance, show all of Williamson Creek hydrographs on same graph.** This information is publicly available.
- **Provide a simultaneously available table of the USGS gauges showing the discharge, stage, and time measurements.** This information is publicly available.
- **Rules based warning tied to ground gauge stream level amounts –** for example – if a gauge exceeds a threshold then there are a previously defined number of minutes for the flood wave to reach a particular location downstream.
- **An after action reporting tool that allows for forecasted depths to be extracted from the system and compared with measured high water marks and linked in with** Travis Central Appraisal District (**TCAD) for a quick approximation of substantial damage.**
- ***A percent to "next threshold value reached" table should be available for the following items based upon rain amounts:***
  - ***Low water crossing closure***
  - ***Gauge heights***

4.2 The information above should be shown on the System during a storm event.

4.3 The scope of services to be provided by the selected Contractor shall also include a proposal to have the storm event "replay" for after action review and for training purposes.

4.4 The scope of services will also include the ability to link to a library of information. This includes:

- The AFD integrated library of flood incident command maps.
- Maps tied to stage of USGS gauge or other reliable gauges. The maps include the floodplain polygon, the anticipated structural depth of flooding, the addresses at risk; the anticipated depth of flooding in the streets; and the identification of possible open streets (for an attempted evacuation)
- 3-D or ArcScene Maps for high level briefings
- Pre-determined maps for post-storm analysis for damage estimates
- Investigate providing a link to the City's current SCADA system for control of active flood warning devices such as flashing lights and gate arms.

5.0 PROJECT DEVELOPMENT

The project has been broken down into several pieces. They are as follows:

5.1 Review of Data Streams

Review existing data streams to ensure that the data currently available is formatted correctly for ingestion into the System. Provide a list of data formats and information needs in order for the System to function.

5.2 Conceptual Design

a. Prepare an analysis on the best base map that should be used. The City desires a base map that is updated frequently – such as Google Maps. The analysis should provide a list of pros and cons as well as prices for use. Please note, the City may also utilize a base map that they created. The issue with any base map used is that it must be updated frequently. It is also required that structural or building footprints, roads, and channels are included on the maps – as well as the ability to switch to the photo view.
b. Prepare a "mock-up" of the System GUI (or message story board or wire frame) indicating how things can be visually displayed on the map.
c. Identify what software or additional programming is necessary in order to archive events.

5.3 Security and Licenses

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

5.4 Making the data "open"

a. Provide information on what is necessary to make the data (FEWS will provide that list of data) sharable between other City Departments, the National Weather Service, and the State Department of Emergency Services.
b. Provide information on what is necessary to make data available to broadcast meteorologists and other public weather providers.
c. Provide information on what is necessary to make data available to the public.

5.5 The System Development

After approval of the Conceptual Design, proceed with the System development.

a. Create a "live" System that includes the data streams as referenced above.
b. Create a "live" System that includes the rules interface as referenced above.
c. Create a "playback" tool.

5.6 Provide written documentation and training so that additional data streams can be incorporated into the system in the future.

6.0 PROGRESS REPORTS AND DELIVERABLES

The following are project deliverables:

a. Review of the data streams

b. Conceptual design

c. Report on security and licensing

d. Report on necessary technology, licensing, and security on making portions of the data "open" to the public.

e. System development, testing, and implementation

f. Documentation, Training, and Support Requirements

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.

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. List all professional organizations of which you are a member.

ii. How long has your firm been in business?

iii. 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 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.

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. Descriptions of how both internal and public data will be retrieved, formatted, and imported into the System;
b. Deliverable on base map requirements;
c. Deliverable on "story board" or mock up of the dashboard;
d. Timelines for discussion and review of the dashboard mock up;
e. Proposal for delivery of the dashboard;
f. Timeline for the training on the dashboard; and
g. Information on on-going maintenance and warranty work associated with the dashboard.

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 you employ most of your employees (i.e., other agencies, college students, etc.)
c. The average tenure of your employees and turn over during the past three (3) years
d. The training programs you provide your staff
e. The types of quality control which is in place

iv. Documents

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

a. Letters and other correspondence
b. Examples of other graphical user interfaces built for other clients – does not have to include anything related to the business of flood warning.

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 collection 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. Identify and provide reference information from clients you have developed graphical business processes, Common Operating Pictures, or graphical user interfaces.

ii. Describe only relevant corporate experience including but not limited to the preparation of any business graphical user interface or centralized computer aided information system.

iii. 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:

- The basis of the fee
- The fee for each of the major categories listed in the Statement of Objectives.
- Cost for initial project and mapping setup
- Cost per data feed
- Annual maintenance cost
- Cost for training on the product
- Other costs not previously identified

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 SOO; 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. <u>Evaluation Factors</u>:

i. 100 points

1. Proposed Solution and Program Plan – 35 points

   - Responsiveness to and understanding of requirements, terms and conditions
   - Sophistication of internal technology
   - Sophistication of handling different data streams
   - Understanding of providing open source data
   - Implementation plan and timetable for preparing the project as described

2. Cost Proposed as per Tab 8 – 25 points (Proposer offering the lowest cost to the City will be given maximum points, remainder given on a percentage ratio basis)

   - Cost for initial project setup
   - Cost for training
   - Annual maintenance cost
   - Cost per data feed

3. Demonstrated Applicable Experience – 20 points

   - Demonstrated corporate experience with data streams
   - Experience with clients who desire different data streams and analysis
   - Experience with similar volume and value of placements
   - Strength of customer references

4. Organization and Management Structure

   - 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 Statues 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: ____