# *C I T Y O F  A U S T I N, T E X A S*

Purchasing Office

**REQUEST FOR PROPOSAL (RFP)**

***Offer Sheet***

**SOLICITATION NO**: JSD0130

**DATE ISSUED**: 10/29/2012

**REQUISITION NO**.: RQM 5800 12102400045

**COMMODITY CODE**: 91869

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT**:

Jeff Dilbert
Corporate Purchasing Manager
**Phone: (512) 974-2021**

**COMMODITY/SERVICE DESCRIPTION**: ROCIP VI Administrator

**PRE-PROPOSAL CONFERENCE TIME AND DATE**: 10/15/2012 at 2:30pm

**LOCATION**: HR Main Conference Room, One Texas Center, 505 Barton Springs Road, STE 600

**PROPOSAL DUE PRIOR TO**: 11/29/2012 at 2:00pm

**COMPLIANCE PLAN DUE PRIOR TO**: N/A

**PROPOSAL CLOSING TIME AND DATE**: 11/29/2012 at 2:00pm

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

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

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

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

**SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

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

**FEDERAL TAX ID NO.** _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. (  )

Fax No. (  )

Email Address: _____

**Table of Contents**


| SECTION NO. | TITLE | PAGES |
|---|---|---|
| 0100, 0200, 0300 | See **http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS** * | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | |
| 0500 | SCOPE OF WORK | 9 |
| 0600 | PROPOSAL PREP INSTRUCTIONS / EVALUATION FACTORS | 7 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM | 2 |
| 0700 | REFERENCE SHEET | 1 |
| 0800 | NON-DISCRIMINATION CERTIFICATION | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | 1 |
| 0810 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT | 2 |
| 0815 | LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION | 1 |
| 0820 | LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION | 1 |
| 0835 | NONRESIDENT BIDDER PROVISIONS | 1 |
| 0900 | MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN | 2 |
| 1000 | "NO OFFER" RESPONSE FORM | 1 |
| ATTACHMENTS | ATTACHMENTS A - J | Various |
| ATTACHMENT | ATTACHMENTS LIST | 1 |


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

**RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER****

- Cover Page — Offer Sheet
- Section 0600 — Proposal
- Section 0605 — Local Business Presence Identification Form
- Section 0700 — Reference Sheet (if required)
- Sections 0800 - 0835 — Certifications and Affidavits (return all applicable Sections)
- Section 0900 — MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty — (if required)

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

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

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

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

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

**CITY OF AUSTIN**
**PURCHASING OFFICE**
**SUPPLEMENTAL PURCHASE PROVISIONS**
**RFP JSD0130 – ROCIP VI ADMINISTRATOR**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4;00pm on 11/19/2012 via fax at 512-974-2388 or email at Jeffery.dilbert@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 WC 420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC 420601, 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 (X,C,U).

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

iv. Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of $$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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 60 months and no extension options.

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. A price increase, subject to the

provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 60 MONTH CONTRACT.

4. **QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

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

Invoices shall be mailed to the below address:

| | |
|---|---|
| | City of Austin |
| Department | Human Resources |
| Attn: | Administration Division |
| Address | PO Box 1088 |
| City, State Zip Code | Austin, TX 78767-8865 |

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.

6. **RETAINAGE**

The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

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

A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
ii. time and date of week when employee's workweek begins;
iii. hours worked each day and total hours worked each workweek;
iv. basis on which employee's wages are paid;
v. regular hourly pay rate;
vi. total daily or weekly straight-time earnings;
vii. total overtime earnings for the workweek;
viii. all additions to or deductions from the employee's wages;
ix. total wages paid each pay period; and
x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:

i. the employee's name and job title;
ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour;
iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

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

A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

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

8. **<u>NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</u>**

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 a Respondent 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 Respondent is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

9. **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.

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

**CITY OF AUSTIN**
**PURCHASING OFFICE**
**SUPPLEMENTAL PURCHASE PROVISIONS**
**RFP JSD0130 – ROCIP VI ADMINISTRATOR**

11. **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:

Carol Vance

512-974-3264

*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.

# City of Austin

## Purchasing Office

## Local Business Presence Identification Form

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).**

*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 |

## ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

_____

_____

Signature, Authorized Representative of Offeror

_____

Title

_____

Date

**END**

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

| | |
|---|---|
| SOLICITATION NUMBER: | JSD0130 |
| PROJECT NAME: | ROCIP VI Administrator |

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

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

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

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

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

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

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

_____
**Company Name**

_____
**Name and Title of Authorized Representative (Print or Type)**

_____ _____
**Signature** **Date**

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

| | |
|---|---|
| SOLICITATION NUMBER: | JSD0130 |
| PROJECT NAME: | ROCIP VI Administrator |

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

| | | | |
|---|---|---|---|
| Name of Contractor/Consultant | | | |
| Address | | | |
| City, State Zip | | | |
| Phone | | Fax Number | |
| Name of Contact Person | | | |
| Is company City certified? | Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐ | | |

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

_____
**Name and Title of Authorized Representative (Print or Type)**

_____ _____
**Signature** **Date**

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

| **Sub-Contractor/Consultant** | |
|---|---|
| City of Austin Certified | MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Amount of Subcontract | $ |
| List commodity codes & description of services | |

| **Sub-Contractor/Consultant** | |
|---|---|
| City of Austin Certified | MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Amount of Subcontract | $ |
| List commodity codes & description of services | |

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

**Reviewing Counselor** _____**Date** _____ **Director/Deputy Director**_____**Date**_____

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

**SOLICITATION NUMBER:** **JSD0130**

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

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

**(DO NOT RETURN ALONG WITH OFFER)**

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

**COMMODITY CODE:** 91869 **DESCRIPTION**:Insurance Consulting

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

_____

_____

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____