



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

**SOLICITATION NO:** RFP 5800 TLF0301

**DATE ISSUED:** June 20, 2016

**REQUISITION NO.:** 16051700463

**COMMODITY CODE:** 91869

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

Tracy Franklin  
 Corporate Contract Administrator

**Phone:** (512) 974-2034

**E-Mail:** tracy.franklin@austintexas.gov

Sandy Brandt  
 Senior Buyer Specialist

**Phone:** (512) 974-1783

**E-Mail:** sandy.brandt@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Insurance Broker of Record and Administrator Services for Rolling Controlled Insurance Program Phase VII

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** Tuesday, July 5, 2016 at 11:30am CST.

**LOCATION:** Municipal Building, 124 West 8<sup>th</sup> Street, Conference Room 330.1, Austin, Texas 78701

**PROPOSAL DUE PRIOR TO:** Thursday, July 21, 2016 at 2:00pm CST.

**PROPOSAL CLOSING TIME AND DATE:** Thursday, July 21, 2016 at 2:00pm CST.

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE:** For RFPs, only the names of respondents will be read aloud

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

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

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

<b>Address for US Mail (Only)</b>	<b>Address for FedEx, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TLF0302	Purchasing Office-Response Enclosed for Solicitation # TLF0302
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

**SUBMIT 1 ORIGINAL, 4 COPIES, AND 1 ELECTRONIC COPY 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	4
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0645	PERFORMANCE GUARANTEES – 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 CONTRACTOR CERTIFICATION – Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
	Attachment 1: ROCIP VII PROJECTS IDENTIFIED FOR INCLUSION IN THE PROGRAM	2
	Attachment 2: ROCIP VI PROJECT LIST, PAYROLLS, CLAIMS	4
	Attachment 3: ROCIP V PROJECT LIST, PAYROLLS, CLAIMS	11
	Attachment 4: ROCIP VI GENERAL LIABILITY POLICY	87
	Attachment 5: ROCIP VI SECURITY AGREEMENT, REIMBURSEMENT AGREEMENT	5
	Attachment 6: COMMERCIAL MARKET AND REFERENCE INFORMATION – Complete and return	1
	Attachment 7: ROCIP VII PRO-FORMA – Complete and return	4

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](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 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the**

**Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than five business days prior to the proposal due date.

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

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- (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.
- iv. **Professional Liability Insurance:** The Contractor shall provide 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 with 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).

**THIS IS A 60 MONTH 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	Human Resources – Risk Management
Attn:	Accounts Payable
Address	PO Box 1088

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City, State Zip Code	Austin, TX 78767
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- 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. **LIQUIDATED DAMAGES:** The Contractor agrees that the harm and damages likely to result from missed performance measures as detailed in Section 0645 of the RFP is difficult to estimate at the time of this agreement. The parties intend that Contractor's payment of Liquidated Damages would serve to compensate the City for any breach by Contractor under this section, and do not intend for it to serve as a penalty for any breach by Contractor. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sums for each Performance Measure missed as indicated in Section 0645 of the RFP.
6. **LIVING WAGES:**
- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](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.
7. **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

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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>

**8. 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.

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:

Leslie Milvo, Risk Manager

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(512) 974-3245

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leslie.milvo@austintexas.gov

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\*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.

# Insurance Broker of Record and Administrator Services for Rolling Owner Controlled Insurance Program VII

## SCOPE OF WORK

### 1. PURPOSE

The City of Austin ("City"), seeks proposals in response to this Request for Proposal ("RFP") from agents and brokers ("Proposers") to act as a Broker of Record for Phase VII of the City's Rolling Owner Controlled Insurance Program ("ROCIP") expected to begin in late spring or early summer 2017 ("ROCIP VII") and to provide consultation, implementation, and administration of that program for certain City Capital Improvement Projects.

The successful Proposer, hereinafter referred to as the "Administrator," shall place all insurance coverages with insurance carriers licensed to do business in the State of Texas and have an A.M. Best rating of B+ VII or better. One Administrator will be selected to provide the services outlined in this RFP.

ROCIP VII shall serve three distinct goals for the City:

1. Generate cost savings from reduced insurance costs;
2. Promote safety for contractors working on City ROCIP construction projects;
3. Remove insurance barriers for small and minority contractors.

Several variables will impact overall ROCIP VII cost savings, including, but not limited to: inadequate construction values, lack of voter authorization for the issuance and sale of bonds, construction project delays, ROCIP Administrator fees, ROCIP Construction Safety Management fees, and internal City Administration expenses associated with ROCIP VII.

### The City determines savings using the following formula:

**Traditional Contractor Cost for Workers' Compensation & General Liability coverage (non ROCIP)**  
**Minus ROCIP Insurance Premium and Expected Limited Incurred Loss Costs**  
**Minus ROCIP Administrator Fees**  
**Minus ROCIP Construction Safety Management Fees**  
**Minus Internal City Administrative Expenses**  
**= Net Cost Savings (Cost Avoidance)**

If the City determines that potential net cost savings are insufficient to warrant a viable ROCIP VII program, then the City shall exercise its right to cancel this RFP and will not move forward with a ROCIP VII program.

### 2. ROCIP BACKGROUND

Since 1990, the City has issued numerous solicitations for single Owner Controlled and ROCIP administration and construction safety management services. With each phase of the program, the City has partnered with its Administrator and Construction Safety Manager to improve and refine its processes and procedures, and to continuously educate key City personnel in construction management and procurement about the program's requirements and benefits. An overview of historic programs is provided below:

#### Convention Center OCIP (1990-1993)

Administrator: Hobbs Group  
Carrier: St. Paul  
Rating Basis: Payroll  
Construction Value: \$42 Million

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**ROCIP I (1992 – 1996)**

Administrator: Hobbs Group  
Carrier: St. Paul  
Rating Basis: Payroll  
Construction Value: \$47 Million  
Total Projects Enrolled: 41

**Austin-Bergstrom International Airport OCIP (1994 – 1998)**

Administrator: Marsh Mac  
Carrier: St. Paul  
Rating Basis: Payroll  
Construction Value: \$392 Million

**ROCIP II (1997 – 2001)**

Administrator: Hobbs Group/HRH  
Carrier: St. Paul  
Rating Basis: Payroll  
Construction Value: \$235 Million  
Total Projects Enrolled: 90

**ROCIP III (2003 – 2008)**

Administrator: Wortham  
Carrier: Zurich  
Rating Basis: Payroll  
Construction Value: \$201 Million  
Total Projects Enrolled: 20

**COA ROCIP PROGRAM HISTORICAL DATA AS OF 4.30.2016**

	<b>ROCIP IV</b> 2006 - 2011	<b>ROCIP V</b> 2010 - 2017	<b>ROCIP VI</b> 2013 – 2018
<b>CONSTRUCTION VALUE</b>	<b>\$274 M</b>	<b>\$770 M</b>	<b>\$391 M</b>
<b># OF PROJECTS</b>	<b>51</b>	<b>49</b>	<b>10</b>
<b># OF ENROLLED CONTRACTORS</b>	<b>667</b>	<b>1,359</b>	<b>165</b>
<b>PAYROLL AS A % OF CV</b>	<b>14.1%</b>	<b>17.4%</b>	<b>17.5%</b>
<b>ADMINISTRATOR</b>	<b>Wortham</b>	<b>Aon</b>	<b>Marsh</b>
<b>CARRIER</b>	<b>Zurich</b>	<b>Liberty Mutual</b>	<b>Liberty Mutual</b>
<b>SAFETY MGMT VENDOR</b>	<b>Safety Solutions</b>	<b>Safety Solutions</b>	<b>Safety Solutions</b>
<b>EXCESS LIMITS</b>	<b>\$8 M</b>	<b>\$100 M</b>	<b>\$50 M</b>
<b>EXTENSIONS TO PROGRAM DATES</b>	<b>No</b>	<b>Yes, 2 one-year extensions</b>	<b>Not Anticipated</b>

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LOST TIME INJURY RATE	.63	0.19	.33
TOTAL RECORDABLE CASE RATE	1.89	2.86	2.28
PREMIUM BASIS	Payroll	CV	CV
PREMIUM/LOSSES AND VENDOR FEES (as of 4/30/16)	Premium = \$2,295,219 Ltd losses = \$400,247 Admin fees = \$584,000	Premium = \$4,920,448 Ltd losses = \$2,166,778 Admin fees = \$1,249,364	Premium = \$2,538,858 Ltd losses = \$331,757 Admin fees = \$875,000
AMOUNT CURRENTLY IN LOSS FUND/ESCROW	\$0	Escrow \$1.25 M	Escrow \$1.25 M

4. **ROCIP VII PROGRAM INFORMATION**

4.1 **Program Launch**

The City plans to coincide the launch of ROCIP VII with a foundation project, the Austin Bergstrom International Airport Parking Garage & Administrative Offices. This project's estimated construction value is \$120 Million and construction is planned to start in late spring or early summer of 2017. It is the City's preference to have ROCIP VII's insurance coverage bound concurrently with the start of construction of this foundation project.

4.2 **Construction Safety Management Services**

The City will procure Construction Safety Management services separately from ROCIP VII Administrator services in order to promote competition and to assure better control over the delivery of the components of the ROCIP Safety program.

4.3. **ROCIP VII Eligible Capital Improvement Project Parameters**

The City has conducted an analysis of future capital improvement projects anticipated over the next five (5) years. Refer to ***Attachment 1*** for a list of future anticipated projects identified as possible ROCIP VII candidates.

This list of ROCIP VII candidate projects is not all inclusive and instead provides basic information about the type, size, and scope of construction projects likely to participate in ROCIP VII. The list of ROCIP VII candidate projects is subject to change. Whether or not a City project actually moves forward to the construction phase depends upon many factors, including but not limited to: obtaining access to easements, market capacity, bonding approvals, projected project costs, community feedback, and costs and availability of construction materials. Most likely, some projects on this list will never be included in the ROCIP VII program and new, unforeseen projects will be included in the program. Some large projects are also broken up into "packages" however they all have the same General Contractor.

**Parameters for Capital Improvement Projects to be included in ROCIP VII are as follows:**

- a. Project Construction costs are \$2,000,000 or greater;
- b. Project is labor intensive; and
- c. Project is site specific.

Construction projects with these characteristics will NOT be included in ROCIP VII:

- a. Hazardous waste abatement or remediation as a primary scope of work;
- b. Electric utility substations;
- c. Sidewalk or street overlay as a primary scope of work.

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**Attachments 2, 3, 4, and 5** provide details about the ROCIP IV, V and ROCIP VI programs. ROCIP V included the construction of a \$345 million water treatment plant. A project this large is not typical for City ROCIP programs.

**4.4. Construction Contract Documents**

The City's construction Contract documents can be viewed online at <http://www.austintexas.gov/page/bid-docs>. Current ROCIP VI documentation and insurance requirement language are under "Bidding Requirements, Contract Forms and Conditions of the Contract" Sections 00410, 00425A, 00425B, and 00810, as well as under "Special Provisions to City Standard Specifications" Vol.4, and "ROCIP INFORMATION".

**4.5 Ongoing ROCIP VI**

The ROCIP VII program will be implemented **before** ROCIP VI has expired. This RFP is wholly separate and distinct from the ongoing ROCIP VI program and the Administrator services requested herein do not have any connection to the ROCIP VI program.

**5. ROCIP VII DESIRED COVERAGE AND KEY UNDERWRITING INFORMATION**

5.1. At a minimum insurance provided under ROCIP VII shall include the following coverages:

1. General Liability (GL)
2. Workers' Compensation and Employers' Liability (WC/EL)
3. Excess Liability

5.2. Coverage terms and conditions should be broad and the City shall be able to participate in the final selection of ROCIP VII coverages, limits, deductibles, terms and conditions.

5.3. The City requires an estimate of insurance costs for the program without contact or negotiation with possible insurance carriers.

5.4. The City does not currently have, nor does it plan to implement, a drug testing program for enrolled ROCIP VII contractors.

5.5. The City does not currently, nor does it plan to require, enrolled ROCIP VII contractors to implement a return to work program.

5.6. Due to the potential number and types of projects the City will not include builders risk insurance in this solicitation.

5.7. Administrator services shall commence immediately upon execution of the contract.

5.8. The Administrator, nor any of its subsidiaries, shall receive any commission or compensation from the insurance carrier(s) selected to provide insurance for ROCIP VII. After coverage is bound, the Administrator shall submit proof that no commission or compensation is being received and all premiums paid by the City to insurance carrier(s) are net of commission.

5.9. The City will negotiate specific performance measures with the selected Administrator before the contract is signed.

**6. SCOPE OF SERVICES** The Administrator shall complete the following activities at times and in forms to be specified by the City:

6.1 Insurance Program Design and Marketing: Services shall include, but not be limited to the following:

6.1.1 Analyze project hazards and recommend appropriate level of risk retention and transfer.

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- 6.1.2 Design an insurance program for City review and approval that protects the City from loss and optimizes use of available funding.
  - 6.1.3 Identify and actively pursue insurance carriers that can provide the coverage, financial, and operational terms of the approved insurance program.
  - 6.1.4 Develop the underwriting submission and market the submission to identified insurance carriers.
  - 6.1.5 Assess whether coverage quotations received from insurance carriers meet the approved insurance program specifications.
  - 6.1.6 Confer and consult with the City regarding the coverage quotations received from insurance carriers.
  - 6.1.7 Provide a thorough written analysis and evaluation of coverage quotation(s) received from insurance carrier(s). The analysis must facilitate effective comparison to coverage provided under ROCIP VI, as well as between the various carriers/options.
  - 6.1.8 Develop proformas that include premiums and expected loss picks at various construction levels.
  - 6.1.9 Create a selection criteria matrix and coordinate the carrier selection and interview process (if needed).
  - 6.1.10 If the City Council does not approve the selection of the ROCIP Administrator and the negotiation and binding of insurance coverage at a later date, the Administrator will not be paid for the Scope of Services listed in Section 0500, 6.1.**
- 6.2 Negotiate, Bind, and Implement Insurance Program: Services shall include, but not be limited to the following:
- 6.2.1 Facilitate negotiations and refinements with selected insurance carrier(s), including, but not limited to collateral requirements, policy renewals, premium payment schedules, audit returns, and buy-out provisions.
  - 6.2.2 Bind coverage and maintain insurance policies and coverage without lapse as requested by the City.
  - 6.2.3 Accept excess liability premium payments and then pay the premiums to the excess liability carrier(s). Premiums for General Liability and Workers' Compensation will be paid by the City directly to the insurance carrier(s) after an addendum is approved by the City Council identifying the insurance carrier(s) and allowing payment to be made directly to them.
  - 6.2.4 Review policies to verify conformance with specifications.
  - 6.2.5 Request all required coverage changes and ensure that all endorsements are issued accurately.
  - 6.2.6 Provide copies of Master policies and all endorsements to the City.
  - 6.2.7 Participate in the negotiation of policy extensions, premium pay-ins, audit returns, reconciliations of all monies, and buy-out provisions.

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- 6.2.8 Review City construction contract documents to ensure limits, coverage forms, endorsements and manuals are correctly identified in them.
- 6.2.9 Provide analysis and recommended changes to City construction contract documents with regard to changes in authority, wording, and forms.
- 6.3 Ongoing Policyholder Services and ROCIP Program Management Provided by the Administrator: Services shall include, but not be limited to the following:
  - 6.3.1 Review historic internal Administrator/Risk Management ROCIP processes and procedures and provide the City with suggested revisions/improvements.
  - 6.3.2 Coordinate all data gathering functions and processes between all parties by attending meetings as required and documenting decisions made.
  - 6.3.3 Gather data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.
  - 6.3.4 Communicate timely and effectively with contractors, insurance carriers, and the City to secure all necessary ROCIP data required to enroll contractors, maintain policies, and report program status.
  - 6.3.5 Be available during regular business hours to answer phone calls and field questions from City and contractors, including but not limited to contractor inquiries regarding elimination of insurance costs from bids, enrollment support to contractors who need assistance at time of award, and claims reporting facilitation, review and management.
  - 6.3.6 Develop a detailed ROCIP Manual with written procedures and flowcharts for all functions and activities of the ROCIP program for City review and approval. The ROCIP Manual shall explain in plain language the details of the coverage provided by the ROCIP, as well as the enrollment and claims reporting processes. The ROCIP Manual shall furnish all necessary enrollment and claim forms, and reference the current Standard Project Safety Manual. Site-specific ROCIP Manuals shall be developed for each enrolled project.
  - 6.3.7 Issue insurance binders, certificates, and policies to all enrolled contractors.
  - 6.3.8 Secure, review for conformance to specifications, and maintain contractor insurance certificates for evidence of auto liability, general liability and workers compensation as required by the contract from all non-enrolled and enrolled contractors working on ROCIP projects. Assure proper language for waivers and additional insureds included in the certificates of insurance.
  - 6.3.9 Document and track the current workers compensation and general liability rates from every contractor's existing insurance policies for the purpose of defining the Traditional Contractors costs for use in the Net Cost Savings calculation.
  - 6.3.10 Attend and give ROCIP presentations at all project pre-bid and pre-construction meetings. There shall be at least one pre-bid meeting and one pre-con meeting for each project. Provide detailed explanation of the enrollment process, claim notification procedures and contractor payroll collection and submission processes.

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- 6.3.11 Conduct on-site Enrollment Workshops when necessary to assist contractors with the enrollment process.
- 6.3.12 Lead and organize Program Status Meetings every month during initial and peak program periods, and as requested during program phase-outs. Provide meeting minutes to the City within two business days after meeting conclusions. These status meetings can be conducted by phone unless Administrator personnel are required in person by the City.
- 6.3.13 Collect and report payroll data from all enrolled contractors on a monthly basis. Available technology that facilitates payroll collection should be used whenever possible.
- 6.3.14 Take actions to coordinate and manage insurance carrier audits when necessary.  
  
Provide the City with ROCIP data as requested for audits of the program by other sources.
- 6.3.15 Verify the accuracy of any insurance carrier and Administrator bills, audits, and other premium adjustments and confirm that invoices for paid losses are accurate based on the City's program claims experience. Conduct an annual reconciliation of all program invoices and payments.
- 6.3.16 Coordinate adjustments and actively participate in negotiations for close out of the ROCIP VII program.
- 6.3.17 Provide a presentation and/or written information at least annually to Project Managers, Inspectors, Associated General Contractors and/or other professional organizations to disseminate general information about the program.
- 6.3.18 Notify all enrolled contractors and project managers when ROCIP coverage no longer exists.
- 6.3.19 Stay abreast of the regulatory environment regarding construction insurance and ROCIPs in Texas. Advise the City of potential implications of proposed legislation and assist the City with making required program adjustments as necessary as a result of changes to existing laws.
- 6.3.20 Continue services after Administrator Fee payments ended until the ROCIP VII program is considered closed and final by the insurance carrier(s), the City, and the Administrator.
- 6.4 Claims Management: Services shall include, but not be limited to the following:
  - 6.4.1 Pro-actively manage the losses experienced under the program. This includes close oversight of the insurance carrier reserve handling procedures and frequent communication with claim adjusters during the claims handling process.
  - 6.4.2 Coordinate claims handling activities and processes between the insurance carrier, City personnel, appropriate contractor's representative(s), and the Administrator. The Administrator shall assist in the management of claims reporting.
  - 6.4.3 Coordinate quarterly claim review meetings between City and the insurance carrier. The insurance carrier's claim summary information packets must be received by the City two business days before the claim review meeting. Claim review meetings can be held by teleconference with insurance carrier adjusters.

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- 6.4.4 Facilitate education and training of enrolled contractors regarding claims reporting procedures.
- 6.4.5 Facilitate coordination of claim information required by the insurance carrier and requested from enrolled contractors.
- 6.4.6 Monitor claims activity and provide recommendations for medical cost containment and other methods for reducing claims costs.
- 6.4.7 Analyze current reserves and negotiate claims issues with the carrier on behalf of the City.
- 6.4.8 Provide claim information in the form of a status report to the City during monthly meetings.
- 6.5 Risk Management Information System:
  - 6.5.1 The Administrator shall provide a risk management information system (RMIS) that is capable of reporting all relevant information necessary for the successful management of the ROCIP VII program and completion of required reports and records as indicated below.
- 6.6 Reports and Records: The City tracks performance of ROCIP VII as a City program. The Administrator shall have the capability to capture and provide essential data used to evaluate the success of the program using Monthly Report and Net Cost Savings Calculation Reports. These reports shall contain information used as formal documentation for the results measures reported to the Budget Office.
  - 6.6.1 The Monthly Reports shall be provided monthly to the City, at least two business days prior to Program Status Meetings. The reports shall contain, at a minimum:
    - 6.6.1.1 The number of projects enrolled in the program, the number of completed projects, and the number of active projects.
    - 6.6.1.2 The Number of contractors enrolled in the program; the number of enrolled contractors with no off site insurance, and the percentage of contractors identified as minority contractors by ethnic group (African American, Asian American, Hispanic, Native American, and/or Women-owned).
    - 6.6.1.3 A claims summary including financials for all claims to date, highlights all new claims, and a breakdown between general liability and workers compensation claims. Report data shall also include the project name, contractor name, claimant name, date of loss, report date, and a description of loss. Sorting capability is required.
    - 6.6.1.4 A premium recap providing projected construction values and payroll; completed project values, completed project payroll, losses for completed projects, losses to date for all projects.
  - 6.6.2 The Net Cost Savings Calculation Report shall be provided monthly, at least two business days prior to Program Status Meetings. Data shall be presented as of the end of the prior month. Two separate reports are required: i.) A report that contains data for completed projects only and ii.) A report that contains data on all projects enrolled in the program. Both reports shall contain, at a minimum:

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- 6.6.2.1 Information by Project, including but not limited to: project name, risk number, initial RCA amount, percent complete, reported payroll, open market premium, ROCIP excess premium, ROCIP composite premiums, incurred losses amounts, Claims admin expense, Administrative fees, Total ROCIP Program Cost, and the Net Cost Savings. The City shall provide a sample Report upon selection of the Administrator.

The Administrator shall also provide the following reports and keep the following records as specified:

- 6.6.3 A weekly Enrollment Report Log shall be provided to all project managers, Construction Safety Manager and others. This report helps to ensure that all contractors providing construction services on site are enrolled in the ROCIP program.
- 6.6.4 Final Program Report for the City's Risk Manager. This Executive Report shall include lists of all enrolled contractors and include project information and policy numbers. A comprehensive list of all claims reported to the carrier shall also be included as well as 'to date' payrolls, premiums and expectations of final program losses and savings. This Final Report is due to the City at the anniversary of the 1st year after the end of the insurance coverage for the program.
- 6.6.5 Annual "True Up" of all program invoices and payments. The Administrator shall facilitate and document reconciliation of all program invoices and payments between insurance carrier(s), the Administrator, and the City's Human Resources Department Finance Manager. Such "True Up" shall be conducted annually within one month of the anniversary of the ROCIP program's effective date.
- 6.6.6 The Administrator shall be responsible for storing and maintaining all paper records and documents associated with the ROCIP program throughout the duration of the program and for a period of five years after the completion of the last construction project. The Administrator shall also back-up all data contained on any proprietary database and make these records available to the City upon contract completion in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of the data.
- 6.6.7 Municipalities are required by law to comply with the Records Retention Act. The Administrator shall assist the City with compliance by maintaining records as outlined above and making all program files available to the City as requested for audit and other purposes.
- 6.7 Special Provisions: Services shall include, but not be limited to the following:
- 6.7.1 Commit that the named principal and other key personnel responsible for the program will not be removed from the account by the Administrator without prior approval of the City. Replacement of key personnel is subject to approval by the City's Risk Manager.
- 6.7.2 Provide required services to the City until the insurance program provided by the insurance carrier(s) to the City is considered closed and final by the insurance carrier(s), the City, and the Administrator.
- 6.7.3 Commit to Performance Guarantees as negotiated.
- 6.7.4 Perform as an agent of the City, including issues related to confidentiality.

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7. **LIST OF ATTACHMENTS:**

- Attachment 1: ROCIP VII Projects Identified for Inclusion in the Program**
- Attachment 2: ROCIP VI Project List, Payrolls, Claims**
- Attachment 3: ROCIP V Project List, Payrolls, Claims**
- Attachment 4: ROCIP VI General Liability Policy**
- Attachment 5: ROCIP VI Security Agreement, Reimbursement Agreement**
- Attachment 6: Commercial Market and Reference Information**
- Attachment 7: ROCIP VII Pro-Forma**

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If you are selected to be the City's Administrator, your response to the RFP will be incorporated into the resulting contract.

**PROPOSAL FORMAT**

**ALL PROPOSERS SUBMITTING A PROPOSAL MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED BELOW IN THE ORDER PRESENTED.**

**1. EXECUTIVE SUMMARY**

Provide an Executive Summary of two pages or less, which gives your firm's qualifications in brief, concise terms and a brief summation of the proposal.

**2. ORGANIZATIONAL BACKGROUND AND OVERVIEW**

- a. Indicate the name, physical address, telephone number, and email address of the person authorized to negotiate contract terms and render binding decisions in contract matters.
- b. State the legal name and address of your organization and identify your parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which you are incorporated or licensed to operate.
- c. Specify the branch office or other subordinate element which will perform, or assist in performing, the Scope of Services. Provide details on the number of years in business, number of employees, and annual revenues volume.
- d. Provide a copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization.

**3. PROPOSER EXPERIENCE AND SERVICES**

- a. Submit evidence of your firm's experience in providing ROCIP/OCIP administrative services for other entities with programs comparable to the City's. Preference will be given to firms with applicable similar experience. Complete ***Attachment 6 Commercial Market and Reference Information***, indicating insurance carriers that have provided OCIP and/or ROCIP coverages through your firm and account references that the City may contact. Highlight any OCIPs or ROCIPs involving governmental entities.
- b. Provide summary resumes for proposed key personnel that will be directly responsible for working on the City's ROCIP program. Specify the exact roles and duties each of these people will provide for the program, their experience providing services of a type and scope similar to Section 0500 Scope of Work, and the number of years of employment with the Proposer.
- c. Describe any difficulties anticipated in performing its duties under Section 0500 Scope of Work and how your firm plans to manage these difficulties.
- d. Discuss the current trend across Texas and the United States regarding "wrap ups" and/or "Owner Controlled Insurance Programs". Identify the current Construction Value threshold required to establish a viable rolling program that saves the owner money and is considered worthwhile to insurance carriers.
- e. Refer to Section 0500 Scope of Work Paragraph 6.3.9. Explain the rates your firm proposes to use and how these rates will be established if the specific rates from a contractor's policy cannot be secured. Make your case for why these rates are realistic for the types of contractors and projects the City anticipates and the current market conditions.

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- f. Describe the philosophy and approach to the claims management services provided by your firm for the ROCIP. Include in your response proposed method(s) for ensuring that each claim is recorded to the ROCIP program and that each claim is recorded under the appropriate contractor and the appropriate project.
- g. If your firm is selected to provide the services described in this RFP, you will be expected to negotiate specific Performance Guarantees with the City. After review of **Section 0645: Performance Guarantees** of this RFP, provide comments concerning the City's proposed Performance Guarantees. If you have alternate measures your firm would like to propose, describe those alternative performance measures that are representative of successful results for work performed and for which your firm is willing to negotiate and be held accountable.
- h. Outline in detail all proposed contract provisions that your firm has exceptions to. Provide a rationale for the objected provisions and to what extent these can be negotiated. Note if these items have successfully been negotiated with the City in past contracts.

**4. ROCIP/OCIP CONCEPTUAL STRATEGY FOR PREMIUM AND COVERAGE PROVISIONS**

**YOUR RESPONSE SHALL INCLUDE THE FOLLOWING INFORMATION:**

- a. **Complete Attachment 7 Pro-Formas #1 and #2 using the parameters provided in the Pro-Formas and the following Deductibles and Policy Limits without approaching the marketplace:**

**Deductible at: \$250,000 Clash Deductible**

**Policy Limits: WC/EL -- \$1m/\$1m/\$1m  
Primary GL -- \$2m each occ/\$4m general & co/ops limit  
Excess Liability – at \$50 Million**

- b. Provide variable costs at different loss picks for your pro-forma models required above.
- c. Identify the Contractors Traditional Insurance Cost used in your pro-forma model(s) and explain in detail how your firm arrived at this rate for the Contractors Traditional Cost.
- d. **If desired, provide the City with another Pro-Forma using premiums, limits, deductibles and payroll values that your firm believes is more appropriate based on the information provided within this Request for Proposal. Complete your separate pro-forma in *Attachment 7* under *Sheet 3* of the workbook.**
- e. The City has provided a formula for the Net Cost Savings calculation. Specify alternative ways of calculating savings under this type of program and ways other clients have used to determine savings.
- f. Specify the minimum premium charges and other demobilization costs the City would be responsible for if the program was to be canceled midterm or ultimately did not meet construction values anticipated. Provide a specific example of costs that would be incurred and how they would be calculated.
- g. Currently the City has a 10 year completed operations aggregate. Specify the current market conditions for this extension.
- h. The City expects the General Liability ***property damage to owner's property*** exclusion to be amended so that coverage will be provided for City owned utility and other underground property damaged by a contractor. Specify any problems you anticipate associated with the negotiation of this

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provision. Specify the markets does you believe will be favorable to amending the property exclusion wording.

- i. Specify the feasibility of and reasoning behind **including or excluding** each of the following coverage extensions under ROCIP VII: a) coverage for EFIS; b) warranty call back coverage; c) products coverage for off-site manufacturing or fabrication.
- j. Specify the process you plan to utilize in order to effectively track, monitor, and reconcile insurance carrier premiums, loss funds, audits, and adjustment 'paid-in' amounts with your client's financial records of these amounts for multiple years before the program is closed out.

**5. RMIS SYSTEM/PROCUDURES/ REPORTS**

- a. Describe the automated data collection capabilities available at your servicing office. Provide detail with regard to the exact types of information that your RMIS system can track. State whether the system can be customized for specific fields the City may want.
- b. Provide detail on the various fields of data and samples of standard reports that can be provided by your current system. State whether the reports can be customized. State whether data can be imported to non-proprietary formats (Excel, Word, Access, etc.).
- c. The Administrator is required to prepare a Monthly Report for the City. Attach a copy of a sample Monthly Report.
- d. The Administrator is required to prepare a Final Program Report for the City. Identify the types of information this report will contain and attach a table of contents of a copy of a similar type report prepared by your firm for a client.

**6. ADMINISTRATOR COST PROPOSAL**

- a. A "not to exceed" fixed fee is required for the entire Scope of Services outlined in Section 0500 Scope of Work. The "not to exceed" fixed fee shall be based on \$400 Million in construction values with an estimated 27 projects included in the program. The payment terms will be negotiated. Fees should be indicated on an annual basis for the anticipated five year contract term.
- b. Proposers must provide the best possible pricing structure for the Section 0500 Scope of Work. The City anticipates a fee model such as a minimum cost per year based upon a designated minimum construction value with charges incurred over the minimum at a rate per million in construction or a rate per thousand of payroll or a rate per construction project. The City will consider any payment model you want to be reviewed.
- c. The City funds the payment of both the ROCIP insurance premiums and Administrator Fees by charging each construction project a certain percentage of its construction value when it is being enrolled in the program. There are periods of time when new construction projects are not being enrolled into the program, but Administrator Fees continued to be billed when Administrator day-to-day operational work was at a minimum. This places a burden upon the City to 'borrow' money from enterprise funds until new projects enroll and ROCIP funds are once again available. Given this information, propose payment terms to help resolve this situation and describe those terms fully within the cost proposal section of your response.

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

- a. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:

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1. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
2. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
3. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
4. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
5. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
6. Shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
7. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City committee reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.
8. **LOCAL BUSINESS PRESENCE:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
9. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of 180 calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
10. **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

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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.

**11. EXCEPTIONS:**

Be advised that exceptions to any portion of the RFP may jeopardize acceptance of the Proposal.

**12. PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**13. EVALUATION FACTORS AND AWARD**

a. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

b. **Evaluation Factors:**

All proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

**25 points      Proposer Experience and Services**

The firm's background and experience associated with the administration of large Owner Controlled Insurance Programs; the firm's ability to manage these types of programs effectively; availability to large insurance markets specializing in these programs, and the experience of the personnel assigned to our program.

**25 points      ROCIP/OCIP Conceptual Strategy for Premium and Coverage Provisions**

The firm's knowledge and ability to provide a financially sound and accurate conceptual strategy for the City's program based on current construction rates and costs. Accuracy of rates as exemplified in Attachment 7. Contractor and ROCIP premiums and loss picks that exemplify knowledge of market conditions, coverage provisions and loss arrangements based on knowledge of the marketplace and knowledge of the construction industry.

**20 points      Cost**

Reasonable costs for services requested in the Section 0500 Scope of Work. Lowest cost proposal receives maximum points; percentage rations formula for remaining proposals.

**10 points      Payment Terms/Structure**

Proposal of a Fee Structure that is advantageous to the City given the nature and funding mechanism the City utilizes to pay for Fees and Premium costs for the program.

**10 points      RMIS System/Procedures/Reports**

The firm's automated data collection capabilities, ability to track and extract pertinent data associated with the program, report generating capabilities, and experience producing annual reports associated with the program.

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**10 points    Local Business Presence**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of 1% to 24%	2
No local business presence	0

**The City reserves the right to hold interviews. If interviews are held, the City reserves the right to re-score "short-listed" proposals as a result of the interviews and to make award recommendations on that basis.**

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation.

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

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

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

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

**SUBCONTRACTOR(S):**

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

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

**SUBCONTRACTOR(S):**

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

**BROKER OF RECORD AND ADMINISTRATOR SERVICES FOR ROCIP VII  
SECTION 0645: PERFORMANCE GUARANTEES**

	<b>PERFORMANCE MEASURE</b>	<b>ACCEPTABLE PERFORMANCE</b>	<b>LIQUIDATED DAMAGE</b>	<b>AGREE YES/NO</b>
1	Written Analysis and Evaluation of Insurance Carrier(s) Quotation(s) Received and Evaluated Timely	Written analysis and evaluation of all insurance carrier(s) quote(s) received by Administrator are due within one week after receipt of all quotes from carriers.	25% of First Year Annual Fee  City will have significant cost impact if the foundation project for the program is not included due to untimely receipt of Administrator analysis and evaluation of quotes.	
2	Review City Construction Contract documents to conform with Program Specifics	Review of City construction contract documents to ensure limits, coverages forms, endorsements and manuals are correctly identified within ten business days of receipt for review.	10% of First Year Annual Fee  City will have significant cost impact and liability should construction contract documents not reflect correct program specifics.	
3	Administrator attendance at Pre-Con Meetings	Administrator shall be present at 100% of Pre-Con meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per missed meeting  City will have cost impact if Administrator is not at meetings to explain and describe the program and its operation.	
4	Monthly and Net Cost Savings Reports provided at least two business days prior to Program Status Meetings.	100% of Monthly and Net Cost Savings Reports are electronically submitted to the City at least two business days prior to Program Status Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per incident  City will have cost impact if Administrator does not provide timely reports.	
5	Verify and Confirm Accuracy of all Insurance Carrier and Administrator invoices within three (3) days business days of receipt.	100% of insurance carrier and Administrator invoices are verified and confirmed accurate in writing to the City within three business days of receipt. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per incident  City will have cost impact if Administrator does not verify and confirm insurance carrier and Administrator invoices timely.	
6	Provide Insurance Carrier's Claim Summary Information Packets at least two business days prior to	100% of insurance carrier's Claim Summary Information Packets received by the City at least two business days prior to Quarterly Claim Review Meetings. This measure will be tracked throughout the year and	\$500 per incident  City will have cost impact if Administrator does not provide timely Claim	

**BROKER OF RECORD AND ADMINISTRATOR SERVICES FOR ROCIP VII  
SECTION 0645: PERFORMANCE GUARANTEES**

	Quarterly Claim Review Meetings.	damages calculated annually at the anniversary date of the ROCIP program's effective date.	Summary Information Packets.	
7	Facilitate and Document annual "True Up" of all program invoices and payments.	100% of Insurance carrier and Administrator's invoices and City payments are reconciled annually within one month of the anniversary date of the ROCIP program's effective date.	\$5,000 per incident  City will have cost impact if Administrator does not facilitate and document "true up" of all program invoices and payments annually.	

**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 \$13.03 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 \$13.03 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 \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

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

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

Answer: \_\_\_\_\_

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

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

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

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

Answer: \_\_\_\_\_

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

SOLICITATION NUMBER:
PROJECT NAME:

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
_____	
<b>Company Name</b>	
_____	
<b>Name and Title of Authorized Representative (Print or Type)</b>	
_____	
<b>Signature</b>	<b>Date</b>

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>	
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 _____