



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

SOLICITATION NO: RFP 5800 TLF0302

DATE ISSUED: June 20, 2016

REQUISITION NO.: 16051700465

COMMODITY CODE: 91893CS

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: Construction Safety Management Services for Rolling Controlled Insurance Program Phase VII

PRE-PROPOSAL CONFERENCE TIME AND DATE: Friday June 24, 2016 at 1:00pm CST.

LOCATION: Municipal Building, 124 West 8th 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 8th 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:

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

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

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

SUBMIT 1 ORIGINAL, 4 HARD 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	5
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
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 on the Program	2
	Attachment 2: ROCIP IV, V, VI Project Schedules	3
	Attachment 3: ROCIP Disciplinary Policy	7
	Attachment 4: Construction Safety Management References – Complete and return	1
	Attachment 5: Fee Proposal – Complete and return	2

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

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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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SECTION 0400**

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. **PAYMENT BOND:**

- A. The Contractor shall provide a Payment Bond in an amount of \$75,000 within 14 calendar days after contract execution. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

4. **PERFORMANCE BOND:**

- A. The Contractor shall provide a Performance Bond in an amount of \$75,000 within 14 calendar days after contract execution. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding

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\$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. **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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources – Risk Management
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

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

7. **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.

8. **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.

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- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

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

10. 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

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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

(512) 974-3245

leslie.milvo@austintexas.gov

*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.

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**Construction Safety Management Services for
Rolling Owner Controlled Insurance Program Phase VII**

SCOPE OF WORK

1. PURPOSE

The City of Austin (“City”) seeks proposals from firms (“Proposers”) who are experienced and qualified in providing construction safety management services for a large Rolling Owner Controlled Insurance Program (“ROCIP”).

Construction safety management services to be provided under this agreement shall include, but not be limited to: assessing the City’s safety program requirements; evaluating and approving Contractors’ safety programs and safety personnel; conducting site visit safety inspections; tracking and reporting site visit safety inspection findings and reportable incidents; and general construction safety consultation services.

One successful Proposer (the “Construction Safety Manager”) will be selected to provide the services outlined in this Request for Proposal (“RFP”).

The construction safety management services will commence with the rollout of the City’s new Rolling Owner Controlled Insurance Program (“ROCIP VII”). ROCIP VII is expected to begin in late spring or early summer of 2017 and will last for a period of five years.

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.

3. 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

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

	ROCIP IV 2006 - 2011	ROCIP V 2010 - 2017	ROCIP VI* 2013 – 2018
CONSTRUCTION VALUE	\$274 M	\$770 M	\$391 M
# OF PROJECTS	51	49	10
# OF ENROLLED CONTRACTORS	667	1,359	165
PAYROLL AS A % OF CV	14.1%	17.4%	17.5%
ADMINISTRATOR	Wortham	Aon	Marsh
CARRIER	Zurich	Liberty Mutual	Liberty Mutual
SAFETY MGMT VENDOR	Safety Solutions	Safety Solutions	Safety Solutions

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EXCESS LIMITS	\$8 M	\$100 M	\$50 M
EXTENSIONS TO PROGRAM DATES	No	Yes, 2 one-year extensions	Not anticipated
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.

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.

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;
- 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.

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, safety 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 construction safety management services requested herein do not have any connection to the ROCIP VI program.

5. ROCIP VII INTRODUCTION AND CITY SAFETY STAFFING

The contracts for both Construction Safety Management and Administrator shall include services to all projects included in the ROCIP VII program regardless of the structure of the insurance. Services are expected to commence upon successful execution of the contract and when the foundation project begins.

The City employs a full time ROCIP Construction Safety Consultant who is dedicated to ROCIP programs. This employee provides safety orientation training, construction safety inspection services and works closely with the Construction Safety Manager to ensure a well-coordinated and effective safety program for all ROCIP projects.

The City also has Construction Inspectors that oversee the construction of all projects and the project is built in accordance with the plans and specifications. They provide additional safety oversight for the City.

6. SCOPE OF SERVICES The Construction Safety Manager shall complete the following activities:

6.1 General Construction Safety Management Services: Services shall include, but not be limited to the following:

- 6.1.1 Review and update the construction safety provisions contained within the **ROCIP Safety Manual** in order to ensure conformance with new or recently revised Occupational Safety and Health Administration (“OSHA”) guidelines or industry standards and in order to add specific construction related provisions beneficial to a specific type of construction exposure not currently addressed in the Manual. The ROCIP Safety Manual can be viewed on line at <http://www.austintexas.gov/page/bid-docs> under “Special Provisions to City Standard Specifications” Vol.4. The ROCIP Safety Manual has been recently updated and the City does not anticipate many changes to the manual. However, changes may be implemented when necessary during the CSM contract term. No change to any other sections of the contract documents by the CSM is anticipated.
- 6.1.2 Develop a comprehensive safety assessment and evaluation plan, including outlining tools and methodology to be used, to evaluate the adequacy of General Contractors’ safety programs for each project included in ROCIP VII.
- 6.1.3 Provide additional site safety personnel when necessary and specifically plan for coverage during peak periods of construction activity. This personnel would be in addition to the City’s full-time ROCIP Construction Safety Consultant. The City is not requesting safety services from the Administrator.
- 6.1.4 Attend ROCIP VII Program Status Meetings every month during initial and peak program periods and as requested during program phase-out. These status meetings can be conducted by phone unless Construction Safety Manager personnel are required in person by the City.

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- 6.1.5 Attend Quarterly ROCIP VII Claim Review Meetings and other meetings necessary for the successful operation of the ROCIP program. Claim review meetings may be held by teleconference with insurance carrier adjusters.
- 6.1.6 Develop, coordinate and manage the schedule of site visits utilizing Construction Safety Manager's staff, the City's full time Construction Safety Consultant and the Carrier's site safety personnel. This will be an ongoing and changing schedule based upon conditions at each construction site and the number of projects under construction at any given time.
- 6.1.7 Provide hard hat stickers for contractor personnel who have completed the ROCIP Orientation Class for ROCIP VII. This shall be a pass through cost and the City shall be charged the Construction Safety Manager's cost to purchase the stickers.
- 6.1.8 Annually assess the ROCIP Orientation Class that is conducted by the City's ROCIP Construction Safety Consultant and provide written recommendations for changes or additions to class materials.
- 6.1.9 Be available to coordinate and participate with the City and Administrator in providing presentations that include construction safety for contractors, project managers and inspectors as requested.

6.2 Construction Safety Management Services specific to Each ROCIP VII Construction Project:
Services shall include, but not be limited to the following:

- 6.2.1 Assess the adequacy of the General Contractor's safety program using the comprehensive safety assessment and evaluation plan that have been developed.
 - 6.2.1.1 Provide a written report to the Project Manager, the City's ROCIP Construction Safety Consultant, and the General Contractor outlining the Construction Safety Manager's key findings during his assessment and evaluation of the General Contractor's safety program, including recommendations to correct any deficiencies identified.
 - 6.2.1.2 Consult with General Contractor's safety personnel to share initial assessment findings and discuss ways to address any deficiencies found in the safety program assessment. Develop action plans and timelines for correction of deficiencies and follow-up at key milestones to ensure the General Contractor has completed the required actions to address the situation. If deficiencies have not been addressed the Construction Safety Manager must contact the Project Manager and recommend that construction be postponed until deficiencies have been satisfactorily addressed.
- 6.2.2 For alternative delivery methods other than low bid, such as Design-Build and Construction Manager at Risk, attend meetings of the evaluation team as identified by the City and provide an evaluation of the safety programs of the finalists. Historically, the average number of projects using an alternative delivery method is at two projects per year. Your costs for these services shall be specified in the cost proposal.
- 6.2.3 Attend all Pre-Construction meetings to discuss the ROCIP Safety Manual and any additional safety related requirements specific to the project. Present job site specific safety requirements for upcoming construction schedules and critical activities, as necessary.
- 6.2.4 Collect OSHA 300 Logs or equivalent information (Form 5a1) every month from the General Contractor for all contractors working on each ROCIP VII project and collect contractors' work hours from the Administrator for comparison purposes. This information shall be compiled for all contractors working on each project (see Reports and Records, Section 6.3.). Comparisons with the Administrator's payroll information received shall be conducted every few months to ensure close reconciliation of payroll.
- 6.2.5 Meet with the General Contractors as necessary to review safety violations, incidents/accidents and training deficiencies. Develop action plans and timelines for correction of deficiencies and follow-up to ensure that each General Contractor has completed the required actions.

- 6.2.6 Conduct at least one site visit per month on each active ROCIP VII project to maintain firsthand knowledge of the construction activities and safety measures being implemented by each General Contractor. Additional site visits may be necessary for special circumstances or problematic situations.
- 6.2.7 Conduct safety personnel interviews and review applications/resumes submitted by General Contractors utilizing the guidelines set forth in the ROCIP Safety Manual. Communicate interview and application review findings to each General Contractor, clarifying any challenges or concerns identified.
- 6.2.8 Immediately contact the Project Manager and other necessary personnel in the event work is stopped due to safety violations. **Refer to Attachment 3, ROCIP Disciplinary Policy** for current program disciplinary guidelines.
- 6.2.9 Provide feedback to Project Managers and inspectors on safety related concerns and activities.

6.3. Reports & Records: The City tracks performance of ROCIP VII as a City program. Construction Safety Manager shall have the capability to capture and provide essential data used to evaluate the success of the program.

- 6.3.1. Create, update, and maintain a ROCIP Injury Report in a form specified by the City indicating data by project for both the current month and fiscal year to date. Information shall include, but not be limited to:
 - # of Work Hours,
 - # of Lost Workday Cases,
 - # of Workdays Lost,
 - Lost Time Injury Rate,
 - Total Recordable Case Rate

Calculations of the Lost Time Injury Rate and the Total Recordable Case Rate based upon OSHA industry standard formulas shall be included. The Lost Time Injury Rate shall be compared to the national average Lost Time Injury Rate for heavy construction. This report shall be updated monthly and provided at monthly service meetings with the City.

- 6.3.2. Additional reports may be requested as deemed necessary by the City.
- 6.3.3. Make all contractor safety files available to the City for audit purposes, as requested.
- 6.3.4. Store and maintain all paper records and documents associated with construction safety management services for ROCIP VII for a period of five years after the completion of the last construction project. The Construction Safety Manager 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.
- 6.3.5. Assist the City with compliance of the Records Retention Act by maintaining records as outlined above and making all program files available to the City as requested for audit and other purposes.

6.4. Special Provisions: Services will include, but not be limited to the following:

- 6.4.1. Commit that the named principal and other key personnel responsible for the program will not be removed from the account by the Construction Safety Manager without prior approval of the City. Replacement of key personnel is subject to approval by the City's Risk Manager.
- 6.4.2. Perform as an agent of the City, including issues relating to confidentiality.

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SCOPE OF WORK (RFP)
RFP 5800 TLF0302
SECTION 0500**

7. GENERAL INFORMATION:

- 7.1.1. For general information regarding City construction projects and to view all construction contracts that are currently out for bid, go to the Capital Contracting Office website:
<http://www.austintexas.gov/department/capital-contracting>
- 7.1.2. General Contractors are not contractually required to have a written safety program. Currently, the Construction Safety Manager requests a copy of a written safety plan from each General Contractor. Sometimes the Construction Safety Manager receives documentation the General Contractor found on the internet and information appears to have been put together to fulfill the request but the contractor has never applied the concepts in the document. The Construction Safety Manager is not expected to develop written safety programs for the General Contractors.
- 7.3 If a General Contractor has a written safety program, the City's construction contract requires the more stringent of the safety manuals (Contractor's or ROCIP Safety Manual) to apply to the project.

8. LIST OF ATTACHMENTS:

- Attachment 1: ROCIP VII Projects Identified for Inclusion on the Program**
- Attachment 2: ROCIP IV, V, VI Project Schedules**
- Attachment 3: ROCIP Disciplinary Policy**
- Attachment 4: Construction Safety Management References**
- Attachment 5: Fee Proposal**

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If you are selected to provide the City's Construction Safety Management Services, 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. The Executive Summary should also indicate if any services are being provided by subcontractors. If so, subcontractors should be introduced and the scope of subcontractor services being provided should be explained.

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, SERVICES, AND PROGRAM MANAGEMENT :

- a. Submit evidence of your firm's experience in providing construction safety management services for other entities with large public utility or building construction projects comparable to the City's. Complete ***Attachment 4, Construction Safety Management References***. Highlight any OCIPs or ROCIPs involving governmental entities. Preference will be given to firms with applicable similar experience.
- b. Provide summary resumes 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 the Section 0500 Scope of Work, and number of years of employment with the Proposer.
- c. Explain the roles, responsibilities or functions of all subcontractors, if any, who will be participating with your firm on this account and provide summary resumes for proposed key subcontractor personnel.
- d. Based upon the project information provided in ***Attachment 1 ROCIP VII Project Identification*** explain your methodology of coordinating efforts of subcontractors (if any), the Administrator, the City, and all insurance carrier personnel to monitor the projects in this program. This should include the sharing of information and practices used to monitor problem areas including, but not limited to the reported hours worked and the enrollment of subs.

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- e. Provide a general explanation and chart which specifies program leadership and reporting responsibilities interfaced with City program management and team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure and provide internal management description for each contractor.
- f. Provide a summary of your basic approach to General Contractors regarding the implementation of a safety program.
- g. The City has had as many as 37 projects under construction at one time. Describe the methodology you would use to leverage resources in the management of this program.
- h. Describe any difficulties Proposer anticipates in performing its duties under Section 0500, Scope of Work and how the Proposer plans to manage these difficulties.

4. CONSTRUCTION SAFETY MANAGEMENT CONCEPT AND SOLUTION:

- a. Discuss how owners or General Contractors can best structure their construction safety programs in order to create an effective, seamless safety system that establishes accountability and emphasizes worker safety.
- b. Describe the key program elements you include in your safety program assessment when assessing a General Contractor's safety program. Explain why these elements were selected and their importance in the operation of a successful construction safety management program.
- c. With regard to the program elements that were identified above, explain the methodology used in evaluating each element and provide samples of any information gathering instruments used in the evaluation of each element of the program.
- d. Indicate a timeline for completion of an assessment of a General Contractor's safety program. List and explain the program elements, if any, which can be evaluated before construction operations have begun.
- e. With regard to the program elements that were identified above, describe the type of scoring system your firm would utilize for each element so that areas of deficiency can be identified.
- f. The industry tends to focus on lagging indicators due to the necessity of creating statistics and trends. However, to ensure a safe work place it is also important to review leading indicators in an effort to avoid claims. Identify the leading indicators you recommend using for this program and explain how you would encourage the contracting community to implement a program using these indicators in their daily operations.
- g. List the special provisions, if any, you would recommend to address the current national safety concerns related to crane and scaffolding operations.
- h. 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 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.

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- i. 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.

5. STATISTICAL REPORTING AND COMPUTING CAPABILITY:

- a. The Construction Safety Manager is required to prepare a monthly ROCIP Injury Report for the City. Attach a sample copy of a similar type report prepared by your firm for a client.
- b. For each of the following, illustrate the formula associated with the rate and explain whether or not the statistical indicator is an important one in analyzing injury and accident data: 1) Lost Time Injury Rate 2) Total Recordable Case Rate. Identify other safety statistics that may be better safety indicators on construction sites and state whether or not you would recommend benchmarking this data.
- c. Describe the automated data collection capabilities available at your firm. Provide detail with regard to the exact types of safety statistical information your system can track. Provide an example of the tracking capabilities of your system and samples of standard reports which can be provided by your current system. State whether this system/data be accessed directly by the City.

6. CONSTRUCTION SAFETY MANAGER COST PROPOSAL

- a. Proposers must provide the best possible pricing structure for the services as described in the Section 0500 Scope of Work outlined in this RFP. In the past, the pricing structure was based upon total hours at a cost per hour to arrive at the total "not to exceed" fixed fee cost. 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 that you want us to review.
- b. A "not to exceed" fixed fee is required for the Section 0500 Scope of Work outlined in this RFP. Payment is anticipated to be made no more than monthly and your proposed fees must be supported with sufficient information to allow the City to evaluate whether the total cost is reasonable. Fees should be indicated on an annual basis for the anticipated five year contract term and \$400 Million in construction with an estimated 27 construction projects participating in the program.
- c. The City funds the payment of the Construction Safety Manager 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 in the program, but Construction Safety Manager Fees continued to be billed when day to day Construction Safety Manager operational work is at a minimum. This places a burden upon the City to 'borrow' money from enterprise funds until ROCIP funds are 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.
- d. Indicate any discretionary services outlined in your proposal that are not included in your fees. In addition, indicate the method for determining the cost of any additional or supplemental services. ***Complete Attachment 5, Fee Proposal.***
- e. The period of time over which the fees will be paid will be negotiated. Even if the fee ends at a specific point in time, Construction Safety Manager services must continue until the applicable ROCIP program has no construction activities and the City no longer deems services necessary.

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

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

Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in Section 0805 herein.

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

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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 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.

11. **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.

12. **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.

30 points

Construction Safety Program Concept and Solution

Including detailed understanding of construction safety management programs, key safety program assessment elements and evaluation, tools and assessment methodologies and timelines for completion, safety incentive program structure.

20 points

Proposer Experience, Services, and Program Management

The firm's background and experience associated with providing construction safety management services, including experience on other Rolling Owner Controlled Insurance Programs, large building and utility construction projects, and public sector work; experience of the personnel assigned to our program.

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- 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 proposal.
- 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** **Reporting and Statistical Tracking Capabilities**
The firms automated data collection capabilities; custom and standard safety statistical reporting capabilities, ability to transfer information to City.

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

**CONSTRUCTION SAFETY MANAGEMENT SERVICES FOR ROCIP VII
SECTION 0645: PERFORMANCE GUARANTEES**

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1	Review and Update ROCIP Safety Manual	Review of City construction safety contract bid documents to ensure safety provisions are updated within one week of receipt for review.	10% of First Year Annual Fee City will have significant cost impact and liability should construction bid documents not reflect updated safety provisions provided to contractors.	
2	Attendance at Pre-con Meetings	Construction Safety Manager representative 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.	\$500 per missed meeting City will have cost impact if Construction Safety Manager is not at meetings to explain and describe the safety program and its operation.	
3	Monthly Safety Reports provided within two business days prior to the monthly meeting.	100% of Monthly Safety 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.	*\$500 per incident City will have cost impact if Construction Safety Manager does not provide timely reports.	
4	Monthly Site Visits	100% of active ROCIP construction sites are visited at least one time per month. 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 Construction Safety Manager does not visit 100% of active ROCIP construction sites.	

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.	

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:
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.**

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.	
Reviewing Counselor _____	Date _____
Director/Deputy Director _____	Date _____