

**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR QUALIFICATION STATEMENT (RFQS)**  
**Offer Sheet**

**SOLICITATION NO:** SMW0051

**COMMODITY/SERVICE DESCRIPTION:** Minority and Women Owned and Disadvantaged Business Enterprise Disparity Study

**DATE ISSUED:** December 17, 2012

**REQUISITION NO.:** RQS-7600-12121200207

**PRE-RESPONSE CONFERENCE TIME AND DATE:** January 4, 2013 at 10:30 AM

**COMMODITY CODES:** 91835, 91812, & 91879

**LOCATION:** Austin City Hall, Council Chambers, 301 West 2<sup>nd</sup> Street, Austin, TX 78701

Webcast URL : <http://ci.austin.tx.us/webcast.htm>

**\*Attendance via Web will be available**

Please note: The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Meeting locations are planned with wheelchair access. If requiring Sign Language Interpreters or alternative formats, please give notice at least one week before the meeting date to the contact person for this solicitation.

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:**

**QUALIFICATION STATEMENT DUE PRIOR TO:** 10:00 AM on February 12, 2013

Shawn M. Willett

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

Supervising Senior Buyer  
**Phone: (512) 505-7351**

**RESPONSE CLOSING TIME AND DATE:** 10:00 AM on February 12, 2013

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

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

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

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

**SUBMIT 1 ORIGINAL MARKED AS "ORIGINAL", 4 SIGNED COPIES MARKED AS "COPIES" AND 5 CDs OF OFFER**

OFFER SUBMITTED BY

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

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

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

**FEDERAL TAX ID NO.** \_\_\_\_\_

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

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

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

City, State, Zip Code \_\_\_\_\_

Phone No. (\_\_\_\_) \_\_\_\_\_

Fax No. (\_\_\_\_) \_\_\_\_\_

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

**Table of Contents**

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	7
ATTA	ATTACHMENT A, SAMPLE DATA FROM FINANCIAL SYSTEM	5
0600	QUALIFICATION STATEMENT PREP INSTRUCTIONS	4
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

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

- Cover Page                      Offer Sheet
- Section 0600                      Qualification Statement
- Section 0605                      Local Business Presence Identification Form
- Sections 0800 - 0835              Certifications and Affidavits (return all applicable Sections)
- Section 0900                      MBE/WBE Procurement Program Package or No Goals Utilization Plan

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

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

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

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFQS SMW0051**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 5:00 pm on February 4, 2013 either via Fax at (512) 322-6490 or email at shawn.willett@austinenergy.com.

2. **PRE-RESPONSE MEETING**

January 4, 2013 at 10:30 AM  
Austin City Hall, Council Chambers  
301 West 2<sup>nd</sup> Street  
Austin, Texas 78701

Webcast will be available at <http://ci.austin.tx.us/webcast.htm>

3. **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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFQS SMW0051**

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- iv. Professional Liability Insurance. The Contractor The Contractor shall provide coverage, at a minimum limit of \$1,000,000 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFQS SMW0051**

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Small and Minority Business Resources Department
Attn:	Debra Dibble, Assistant Director
Address	4201 Ed Bluestein Blvd
City, State Zip Code	Austin, Texas 78721

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

5. **LIVING WAGES AND BENEFITS**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFQS SMW0051**

- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFQS SMW0051**

Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**7. NON-SOLICITATION**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

**8. INTERLOCAL PURCHASING AGREEMENTS**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- A. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**9. 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:

Debra Dibble

---

Assistant Director

---

(512) 974-1656

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN  
PURCHASING OFFICE  
QUALIFICATIONS STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQS SMW0051**

**1. QUALIFICATIONS STATEMENT RESPONSE FORMAT**

Prefacing the submittal, the Respondent shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the submittal. Submittals must be typed – double spaced – on standard 8 ½ X 11 paper and have consecutive numbered pages. All items under this section require a response. If an item is not relevant, please indicate “Not Applicable”.

The submittal itself shall be organized in the following format and informational sequence:

- A. **Cover Letter:** On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number.
- B. **Table of Contents:** A table of contents is required. All pages should be sequentially numbered.
- C. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- D. **Part II - Project Approach:** Define in detail your understanding of each requirement presented in the Scope of Services of this RFQS and your method of addressing the work required. Provide all details as required in the Scope of Services and any additional information you deem necessary to evaluate your submittal. The narrative shall specifically include the following:
  - I. A description of the empirical assessment approach that will be used for determining the City’s appropriate geographic and product markets
  - II. How available MBE/WBE/DBE/VBEs will be identified and verified (including factors analyzed when determining if a Step 2 Adjustment is necessary in order to determine DBE availability), and whether firms’ capacity will be taken into account when determining availability
  - III. The methodology that will be used for determining the City’s utilization of identified available firms, including what size contracts will be evaluated
  - IV. The statistical model that will be used to determine the disparity ratio
  - V. In the event that it is necessary or possible, the method used for comparing the City’s utilization of firms versus other public entities’ utilization
  - VI. The method that may be used, if appropriate, to analyze private sector data
  - VII. A description of the information that will be collected for anecdotal evidence, how it will be collected, and the significance of this analysis

In terms of the Consultant’s recommendations based on the Disparity Study results, specifically describe the methodology that will be used to set annual and project-specific goals. This narrative shall also provide a summary of the Consultant’s best professional judgment, supported by case law, of what constitutes a legally defensible study.

**CITY OF AUSTIN  
PURCHASING OFFICE  
QUALIFICATIONS STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQS SMW0051**

- E. **Part III - Project Team Structure:** Provide a general explanation describing project leadership and reporting responsibilities of your personnel and interface with the City of Austin's team. If use of sub-consultants is proposed, identify their placement in the primary management structure and provide internal management description for each sub-consultant. Provide an organization chart indicating this structure. No more than four pages including the organization chart.
- F. **Part IV - Prior Experience:**
- I. Provide a narrative on relevant project experience, including at least one MBE/WBE/VBE or DBE Disparity Study similar in size and Scope to that described in section 0500, Scope of Work. The narrative should include the project name, a project description, the year the project was conducted, and a reference client name, email address, and number. It should also indicate whether any members of the Project Team performed work on the listed project and, if so, in what capacity. Please do not include any projects completed prior to 1997. No more than five projects and no more than one page per project.
  - II. Provide a narrative not to exceed two pages detailing your Project Team's past and current experience with minority contracting communities and how the Project will benefit from this experience. Please note if your experience includes interaction with Austin's minority contracting community.
  - III. Provide a list of all disparity studies completed within the past ten years and any disparity studies currently being conducted by the Consultant. For each listed disparity study, indicate whether any of the personnel listed below at (g) conducted (or is conducting) work on the disparity study listed and, if so, in what capacity; and if the MBE/WBE or DBE program relying on the listed disparity study was subsequently challenged in court or revised due to threatened legal action, and describing how it was revised. If the program was challenged formally in court, please provide (a) a copy of the relevant decision if appealed and available; (b) whether a representative of the Consultant testified at trial and, if so the name of the testifying expert; and (c) the ultimate outcome of the challenge. The Consultant shall also provide a copy of two completed disparity studies, similar in size and scope to that described in section 0500, which were completed in the past five years.
- G. **Part V - Personnel:** Include names, titles, and qualifications including certification, licenses, and number of year's experience of all professional personnel who will be assigned to this project. State the primary work that will be assigned to each person and the percentage of time each person will devote to this work. For the Consultant's representative who would be responsible for testifying in support of the Disparity Study, should the need arise, specifically detail any relevant experience testifying in a court of law, indicate the representative's relevant educational background, and explain how the representative's education and experience would qualify the representative as an expert witness under the Texas Rules of Evidence and Federal Rules of Evidence. The Consultant's testifying representative shall hold a doctorate or upper level degree in a relevant field such as economics or statistics. No more than three pages for this narrative. Additionally, provide a two page maximum resume for each person
- H. **Part VI – Project Schedule:** The City anticipates the study to be completed within one year from contract execution. While the current MBE/WBE Ordinance sunsets on December 31, 2013, the City intends to extend this sunset date to allow sufficient time to complete and implement this study. Provide a detailed schedule reflecting timely completion of the Anticipated Services consistent with the City's schedule in section 0500 Scope of Work, Part 7. This schedule should include a description of strategies to minimize delays. No more than three pages.

**CITY OF AUSTIN  
PURCHASING OFFICE  
QUALIFICATIONS STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQS SMW0051**

**I. Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- i. 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.
- ii. 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.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

J. **Part VIII - Offer Acceptance Period:** All submittals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the Respondent.

K. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Respondent does not desire proprietary information in the submittal 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.

L. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**2. EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Submittal.

The terms and conditions stated in this RFQS shall constitute the terms and conditions of the final contract with the successful Respondent after award. If any exceptions are taken by a Respondent to any term or condition of this RFQS, the Respondent must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment.

**CITY OF AUSTIN  
PURCHASING OFFICE  
QUALIFICATIONS STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQS SMW0051**

**3. RESPONSE PREPARATION COSTS:**

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

**4. EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Respondent will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Respondents in comparing submittals and selecting the Best Offeror. Award of a Contract may be made without discussion with Respondents after responses are received. Submittals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

1. **Project Approach (25 points)** –Demonstration of clear understanding of the requirements of the solicitation by outlining methodology to be utilized and summarize delivery approach of project deliverables.
2. **Demonstrated Applicable Experience (30 points)** -
  - a. Provide experience with advising and evaluating governmental entities' minority and women procurement programs (including DBE and veteran owned businesses) as required for this project
  - b. Demonstrates the capacity, (staff and equipment), experience and knowledge in managing and ability to provide the deliverables outlined in the solicitation
  - c. Provide examples of past performance on similar type studies and evidence of outcome.
  - d. Professional references
3. **Personnel Qualifications (20 points)** - Individual personnel designated to work on the project as qualified to provide specified services.
4. **Business Organization (15 points)** Evidence of sound organization and management practices outlined.
5. **Schedule/Timeline for Completion (10 points)** - Detailed timeline that stays within the one year timeframe requested in the solicitation.

ii. Interviews and/or presentations, Optional. Interviews or presentations may be conducted at the discretion of the City. Maximum 25 points

- Those selected may be asked to make in-person presentations to City staff members serving as the Committee. From those presentations, and using the evaluation criteria in Section B.i, the Committee will select the RFQS submission that appears most favorable to the City, and ask the Provider for a cost proposal at that time.

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

SOLICITATION NUMBER: RFQS SMW0051

PROJECT NAME: Minority and Women Owned and Disadvantaged Business Enterprise Disparity Study

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

SOLICITATION NUMBER: RFQS SMW0051

PROJECT NAME: Minority and Women Owned and Disadvantaged Business Enterprise Disparity Study

*(Please duplicate as needed)*

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <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/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/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/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/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 \_\_\_\_\_

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

**SOLICITATION NUMBER:** RFQS SMW0051

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

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

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

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

**COMMODITY CODE:** 91835, 91812, 91879      **DESCRIPTION:** DBE AND HUB CONSULTING, ANALYTICAL STUDIES AND SURVEYS, MINORITY AND SMALL BUSINESS CONSULTING

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

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name: \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Signature of Officer or \_\_\_\_\_  
Authorized \_\_\_\_\_  
Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title \_\_\_\_\_