



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR QUALIFICATION STATEMENTS (RFQS)**  
**OFFER SHEET**

**SOLICITATION NO:** EAD0301

**COMMODITY/SERVICE DESCRIPTION:** Community Policing Consultant

**DATE ISSUED:** 12/14/15

**REQUISITION NO.:** 15112300149

**NON-MANDATORY PRE-RESPONSE CONFERENCE TIME AND DATE:** 12/18/15, 1:30 PM, local time

**COMMODITY CODE:** 918, 95261

**LOCATION:** Municipal Building 124 W. 8<sup>th</sup> Street, Austin, TX 78701

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

**PRE-RESPONSE CALL IN INFORMATION:** 512-974-9300  
Participant Code: 895571

Erin D’Vincent  
 Senior Buyer Specialist  
 Phone: (512) 974-3070  
 E-Mail: [Erin.DVincent@austintexas.gov](mailto:Erin.DVincent@austintexas.gov)

**RESPONSES DUE PRIOR TO:** 1/14/16, 2:00 PM, local time

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

Sandy Brandt  
 Contract Administrator  
 Phone: (512) 974-1783  
 E-Mail: [Sandy.Brandt@austintexas.gov](mailto:Sandy.Brandt@austintexas.gov)

**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 # EAD0301	Purchasing Office-Response Enclosed for Solicitation # EAD0301
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

**SUBMIT 1 ORIGINAL PAPER COPY AND 1 ELECTRONIC COPY ON 6 FLASH DRIVES 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.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	4
0600	RESPONSE PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0700	REFERENCE SHEET – Complete and return if required	2
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
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & 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 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 located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

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

**\* Qualifications Statement must be submitted with this Offer sheet to be considered for award**

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

SOLICITATION NUMBER:	EAD0301
PROJECT NAME:	Community Policing Consultant

**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.**

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

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

SOLICITATION NUMBER:	EAD0301
PROJECT NAME:	Community Policing Consultant

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

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

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

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

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

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

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

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

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

**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  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [erin.dvincent@austintexas.gov](mailto:erin.dvincent@austintexas.gov) no later than close of business on 12/18/15.

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:** 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.

3. **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	Austin Police Department
Attn:	Accounts Payable
Address	P.O. Box 1629
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.

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4. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
5. **LIVING WAGES):**
- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
  - B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
  - C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
  - D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
  - E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
  - F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.
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.

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

**7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

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- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
  - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
  - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
9. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
  - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
  - C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be

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executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

10. **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:

Mary Ann Carney

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512-974-4543

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[MaryAnn.Carney@austintexas.gov](mailto:MaryAnn.Carney@austintexas.gov)

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

**Scope of Work**  
**SOLICITATION NO. RFQS EAD0301**  
**Community Policing Consultant**

**1.0 Purpose**

The City of Austin Police Department (APD) seeks responses from consultants, consulting firms, colleges, or universities with qualifications and experience in the analysis and assessment of law enforcement programs, community outreach and engagement, and strategic operations planning for law enforcement agencies.

The purpose of this study is to provide the Austin City Council and City Executives with recommended strategies for the development of a long term strategic community policing plan for APD based on national best practices, quantifiable data from similar sized law enforcement agencies, and a community stakeholder engagement process.

The plan shall:

- Evaluate APD's current methodology for determining community engagement time to ensure it is appropriate and make recommendations for improvement if identified.
- Review APD's goal of thirty percent (30%) community engagement time as a minimum initial goal and recommend what APD's long-term community engagement time goal should be based on national best practices, comparative data from similar police departments, and community expectations.
- Based on the recommended community engagement time goal listed in the bullet above, analyze APD calls for service and current demand (by reviewing APD data) and identify how many additional officers are needed to reach the goal; taking into account expected changes in call volume, service demands, and rapidly expanding population, along with the impact of various special events throughout the year.
- Gather information on local community expectations regarding community policing through a community survey and community meeting(s), ensuring the survey reaches a diverse cross-section of Austin residents.
- Identify community policing strategies that address the community expectations identified through the community survey and community meetings.
- Identify metrics and methods for tracking how community engagement time is used.
- Identify metrics and methods for evaluating the success of APD's community policing efforts.

The selected Offeror shall be able to demonstrate experience gathering information from law enforcement agencies and conducting community surveys. All data and recommendations stemming from the collection of information will become the property of the City of Austin and will be fully accessible to the public by virtue of federal Open Records Act.

This request is for a contract of limited duration, estimated at approximately two (2) to three (3) months. It is the City's request to have the successful consultant(s) contracted to start work by mid-March 2016.

**2.0 Background**

The City of Austin has a population of approximately 900,000, covers roughly 270 square miles and is located in a central Texas metropolitan area of 1.8 million. The City operates under a City Council/City Manager form of government. Austin is known for its entertainment district and beautiful natural surroundings. It is the State Capitol and has several colleges and universities. The

strong local economy is supported by employers in technology, government, education, and the tourism industry.

#### Police Department Background:

APD has a total operating budget of \$372 million with 1,893 sworn and 705 civilian full-time positions. APD provides quality police services to the citizens of Austin in a variety of ways. Officers assigned to patrol and field operations respond to calls for service, provide traffic control, monitor the safety of large crowds at special events, and assist citizens in solving neighborhood problems to enhance their quality of life. Highway Enforcement officers conduct investigations of serious injury collisions, special traffic initiatives, and DWI enforcement.

APD has a number of specialized units focused on gang suppression, auto theft, child abuse, financial crimes, high tech crimes, homicide, special events, training, and recruiting, to name a few. The department also has civilian support units performing forensics, crime analysis, records administration, human resources, financial management, and 9-1-1 communications. Finally, APD has units that provide community outreach through the Police Activities League and a Police Explorer Post, Citizens' Police Academy, Operation Blue Santa, and the National Night Out Program.

Additional background information on Austin Police Department may be found through the following avenues:

- **General Information:**  
[www.austintexas.gov/department/police](http://www.austintexas.gov/department/police)
- **2014 Austin Community Survey:**  
[https://assets.austintexas.gov/budget/14-15/downloads/2014\\_AustinDF\\_Final\\_Report.pdf](https://assets.austintexas.gov/budget/14-15/downloads/2014_AustinDF_Final_Report.pdf)

### 3.0 **Tasks/Requirements**

#### 3.1 **Contractor's Minimum Qualifications & Experience**

- 3.1.1 Proposer shall have demonstrated experience in the analysis of law enforcement data.
- 3.1.2 Proposer shall have demonstrated experience in the analysis of governmental services in a State, County or Municipality with over 500,000 individuals within their jurisdiction.
- 3.1.3 Proposer shall have demonstrated experience in conducting community surveys.

#### 3.2 **Contractor's Responsibilities**

- 3.2.1 Contractor shall deliver a master plan for a multi-community stakeholder input process.
- 3.2.2 Contractor shall deliver a draft and final comprehensive long-term strategic plan for community policing with recommendations that address each bulleted item listed in *Section 1.0 Purpose* above.
- 3.2.3 Contractor shall provide the comprehensive long-term strategic plan to the Austin Police Department via Chief Art Acevedo.

#### 3.3 **City's Responsibilities**

- 3.3.1 APD will provide assistance with gathering requested data such as organizational charts, data for response times, etc. on an as needed basis.
- 3.3.2 APD shall own all materials created as a result of this project.

#### 4.0 **Deliverables/Milestones**

4.1 The following is a list of anticipated project deliverables that shall be included in the comprehensive community policing plan to be sent to the Austin Police Department via Chief Art Acevedo:

4.1.1 An overview of current demand for APD services with respect to:

- A. Current organizational structure and staffing
- B. Patrol workloads
- C. Support staff (sworn and civilian) workloads
- D. Response times on calls for service
- E. Other key departmental performance measures

4.1.2 Best practices for determining a community policing metric used in peer cities:

- A. Identify at least five law enforcement agencies with similar community dynamics and department organizational structure (e.g. cities over 500,000 population, specialized traffic and special events units, etc.)
- B. Describe methods currently in use for determining metric for community policing efforts
- C. List benchmarks and metrics used for community policing in peer cities.

4.1.3 An overview of community expectations for community policing in Austin:

- A. Conduct a survey of a representative sample of Austin residents and community stakeholders regarding their expectations of community policing.
- B. Solicit input from community through the facilitation of group meetings/forums.
- C. Questions regarding perceptions of safety must be included in the survey to benchmark against the City of Austin's annual community survey findings.
- D. Questions regarding the visibility of police officers must be included in the survey to benchmark against the City of Austin's annual community survey findings.

4.1.4 Recommendations which address each bulleted item in Section 1.0 Purpose for APD community policing that reflect results of community engagement, national best practices, and quantitative data for the next five years.

#### 5.0 **Progress Reports**

The proposer shall submit biweekly progress reports to the City. The reports shall describe significant achievements and problems which have potential effect on schedule or costs. They should be sufficiently detailed to assure that directions being pursued are in compliance with the stated scope and criteria.

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Master plan for multi stakeholder input process	Consultant shall deliver plan for soliciting community input through surveys, interviews and group meetings	TBD	City written approval	3.2.1
Draft community policing plan	Consultant shall deliver a draft plan to City staff for review and feedback	TBD	City written approval	3.2.2
Final community policing plan	Consultant shall deliver final recommendations to City staff	TBD	City written approval	3.2.2
Deliver Plan to the Chief	Consultant shall deliver final recommendation plan to Chief Acevedo	TBD	City written approval	3.2.3

6.0 **Timeline**

Offeror shall provide a detailed timeline for their proposed completion of the plan. The timeline shall represent tasks and deadlines shown in days and weeks.

All deliverables associated with this proposal are subject to the approval of the Police Chief or his designee, as applicable. Any changes or modifications to the approved plan must be authorized in writing by the Police Chief or his designee.

7.0 **Compensation**

Actual fees for the services will be submitted and negotiated after a Consultant has been selected based on the evaluation factors listed in Section 0600. The Contract amount shall not exceed \$200,000.

**CITY OF AUSTIN  
PURCHASING OFFICE  
RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0301**

**1. QUALIFICATIONS STATEMENT RESPONSE FORMAT**

Submit one original paper copy and an electronic copy of the original Response in PDF on six separate flash drives. The original Response shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The Response itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Response and include a Table of Contents:

**Tab 1 – City of Austin Purchasing Documents** - Complete and submit the following documents:

- A. Signed Offer Sheet
- ~~B. Section 0605 Local Business Presence Identification Form~~
- ~~C. Section 0700 Reference Sheet~~
- ~~D. Section 0835 Non-Resident Bidder Provisions Form~~
- E. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

**Tab 2 - 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.

**Tab 3 - Exceptions:** List any exceptions that your company is making to the Solicitation on form 0510 of the Solicitation packet. Exceptions not listed on the form may not be considered. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Response.

**Tab 4 - Response Acceptance Period:** All responses are valid for a period of one hundred and eighty (180) calendar days subsequent to the Solicitation closing date unless a longer acceptance period is offered in the Response.

**Tab 5 – Executive Summary:** Respondent shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the Response.

**Tab 6 - 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. Additionally, specifically include the following:

- A. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
- B. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
- C. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
- D. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
- E. Has your firm ever failed to complete any work awarded to you? If so, where and why?
- F. Has your firm ever been terminated from a contract? If so, where and why?

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**Tab 7 – Applicable Experience including Personnel Qualifications:** Provide a narrative describing past experience performing services related to those described in the Scope of Work. Describe only relevant experience for personnel who will be actively engaged in the project. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000. The narrative should include:

- A. Client/agency name
- B. Contact name (agency project manager)
- C. Contact telephone number and email
- D. Project name
- E. Year project took place and length of project
- F. Budget/award amount of project
- G. Was project completed on time and in budget?
- H. Project description, including scope and magnitude of project
- I. If available, copy of the report/study or excerpts from the report/study.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

Include names and qualifications of all professional personnel including the Project Manager who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide a brief explanation of each proposed staff's experience and qualifications including years of experience in their current position, educational background, certifications/accreditations they hold, and how resource time, work quality, and other priorities are managed.

**Tab 8 – Work Plan & Approach:** Describe in detail your understanding of the City's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed, and a work plan for accomplishing the results proposed. This section shall include a discussion and justification of the methods proposed for each task identified in the Scope of Work and the technical issues that will or may be confronted at each stage of the project. Additionally, provide evidence that this approach has resulted in successful projects in the past. Provide all details as required and any additional information you deem necessary to evaluate your Response.

**Tab 9 – Schedule:** The schedule shall include a detailed proposed project schedule by dates, a list of tasks, activities and/or milestones that will be employed to administer the project. Refer to the Scope of Work for the City's desired timeline.

2. **Part I – Compliance:** A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Respondent must state his compliance with terms of this Solicitation.

~~**Part II – Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Respondent 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 Respondent's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will~~

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~~be based on the dollar amount of work as reflected in the Respondent's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Respondent or Subcontractor(s) have a local business presence.~~

**Part III - 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 Response 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.

**Part IV – Compensation:** Actual fees for the services will be submitted and negotiated after a Consultant has been selected based on the evaluation factors below. The Contract amount shall not exceed \$200,000.

3. **RESPONSE PREPARATION COSTS**

All costs directly or indirectly related to preparation of a response to the Solicitation 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 responses and selecting the Best Respondent. Award of a Contract may be made without discussion with Respondent after responses are received. Responses should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

(1) Demonstrated Applicable Experience including Personnel Qualifications (reference Tab 7)  
– 35 Points

(2) Work Plan and Approach (reference Tab 8) – 35 Points

(3) Schedule – 30 Points (reference Tab 9)

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score responses based on the items listed above. The City may select a “short list” of Respondent based on those scores. Short listed responses may be invited for interviews with the City. The City reserves the right to rescore short listed responses as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and price after submission. Maximum 25 points.



**CITY OF AUSTIN  
PURCHASING OFFICE  
EXCEPTIONS**

**Solicitation Number:** RFQS EAD0301

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 3 of your offer. Copies of this form may be utilized if additional pages are needed.

**Indicate:**

- 0300 Standard Purchase Terms & Conditions**
- 0400 Supplemental Purchase Provisions**
- 0405 Supplemental IT Cloud Purchase Provisions**
- 0500 Scope of Work**

**Page Number**

**Section Number**

**Section Description**

**Alternative Language:**

**Justification:**