



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB DNJ0126
DATE ISSUED: February 8, 2016

COMMODITY/SERVICE DESCRIPTION: Flexible Base, Substation Surface Rock and Limestone Rock

REQUISITION NO.: RQM 16020300247

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 75052, 75035, 96239

LOCATION: N/A

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

BID DUE PRIOR TO: March 8, 2016 2:00pm CST

BID OPENING TIME AND DATE: March 8, 2016 2:15pm CST

Darralyn N. Johnson

COMPLIANCE PLAN DUE PRIOR TO: March 8, 2016 2:00 CST

Buyer II

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Phone: (512) 505-7293

E-Mail: darralyn.johnson@austinenergy.com

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # DNJ0126	Purchasing Office-Response Enclosed for Solicitation # DNJ0126
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

The Vendor agrees, if this Offer is accepted within 120 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.

SUBMIT 1 ORIGINAL, 2 COPIES, AND 1 ELECTRONIC COPY (CD/JUMP DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	4
ATTB	ATTACHMENT B: Delivery Zones/Service Areas	1
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
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	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	28

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer : _____

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

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

Answer: _____

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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 in writing to Darralyn Johnson at darralyn.johnson@austinenergy.com by February 22, 2016 at 10:30am CST.

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.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

5. DELIVERY REQUIREMENTS:

Location:

Delivery to Zone 1 and Zone 2

Days:

Monday-Saturday 8:00am-3:30pm

- A. Delivery is to be made within 2 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

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- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. PICKUP REQUIREMENTS

- A. The pit or loading area at the Contractor's location shall be accessible to the City or authorized representative for pickup during normal working hours (Monday through Friday and Saturday, if open)
- B. All material picked up by the City or representative shall be loaded by the Contractor in a safe and efficient manner.
- C. The Contractor shall provide, with each pickup, a pickup ticket showing the description of each item, quantity, price and purchase order number.

7. 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 sent to the City personnel issuing the Delivery Order in a manner specified by that person.

- 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.

8. SAMPLES – EXACT REPLICA (for substation rock and limestone):

- A. The Offeror shall submit an exact replica of the goods to be provided per Section 0500. This sample shall be provided within 5 working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Austin Energy
Address	2526 Kramer Ln Bldg C
City, State Zip Code	Austin, TX 78758
Attn:	Alan Buaas

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

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- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

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

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

10. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

11. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 10 percent (10%) for any single line item and in no event shall the total amount of the contract be

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automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:** Complete table as they may apply.

MATERIAL PLUS DELIVERY (COMPOSITE INDEX)

Weight % or \$ of Base Price: 50%	
Database Name: Non Metallic mineral products	
Series ID: WPU132101	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Construction sand, gavel, and crushed stone	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1, 2, 4, 5, 7, 8, 10, 11, 13, 14, 16, 17, 19, 20, 22, 23, 25 & 26	

Weight % or \$ of Base Price: 50%	
Database Name: General Freight Trucking	
Series ID: PCU4841-4841-	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: General Freight Tucking	

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This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1, 2, 4, 5, 7, 8, 10, 11, 13, 14, 16, 17, 19, 20, 22, 23, 25 & 26

MATERIAL PICK UP ONLY (SINGLE INDEX)

Weight % or \$ of Base Price: 100%	
Database Name: Non Metallic Mineral Products	
Series ID: WPU132101	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Construction sand, gravel, and crushed stone	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 3, 6, 9, 12, 15, 18, 21, 24 & 27	

E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

E. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **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:

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TBD – Contact information for various City departments will be established during the term of the Contract.

*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



CITY CODE CHAPTER 2-9D COMMODITIES MBE/WBE PROCUREMENT PROGRAM



Project Name:

Project/Solicitation Number:

Date:



OCTOBER 2008

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MBE/WBE GOALS

Annual/Project Participation Goals:			Annual/Project Participation Subgoals:	
MBE	%		African American	%
WBE	%	OR	Hispanic American	%
			Asian/Native American	%
MBE/WBE	6.15%		WBE	%

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program for Commodities (Chapter 2-9D of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9D apply to this document. Copies of Chapter 2-9D and SMBR Rules may be obtained online at <http://www.ci.austin.tx.us/smbr/rules.htm> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting offers for this solicitation agree to abide by the City’s MBE/WBE Procurement Program and Rules. The City’s MBE/WBE program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such firms for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Offerors to achieve the MBE/WBE participation goals and subgoals for this contract. However, Offerors may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation pursuant to Section 2-9D-21 of the City Code and Section 9.1 of the Rules. Offerors that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Offerors (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if the project goals are not met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at (512) 974–7600. Such contact will not be a violation of the anti-lobbying ordinance.

The City has implemented Anti-Lobbying Ordinance 20071206-045 (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the

contract is executed. During the “no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the Ordinance, City Chapter, or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date and time specified in the solicitation documents, the Offer will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Offeror to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. Please fill in all the blanks and use EXACT numbers. DO NOT USE: “approximate,” “plus or minus (+ -),” “up to,” “to be determined (TBD),” “<”, “>”, or any other qualifying language.

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Offeror does not need to fill in any information under Section I.

Section II Offeror Information

The Offeror should complete this section with its information and sign in the space provided. The portion of Section II marked as “Reserved for City of Austin SMBR Only” should be left blank.

Section III Compliance Plan Summary

This section is a summary of subcontractor participation in this Offer. Offeror should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBEs subcontractors will be subcontracting to second-level subcontractors (see Section VI). By listing certified MBE and WBE firms on the *Compliance Plan*, the Offeror indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Offeror. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When an Offeror purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees are a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the *Compliance Plan* subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Offeror must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the *Compliance Plan* for the purpose of meeting the goals set for that Contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the *Compliance Plan* as specified in the City's solicitation documents. A firm that is certified as an MBE/WBE at the time that the *Compliance Plan* is filed may cease to be a certified firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors to be used in the performance of this contract, except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). If Offeror will not use any non-certified Firms, please write "N/A" in the first box on this page.

If additional scopes of work are identified in this section as available for subcontracting beyond those identified in the availability lists provided, Offeror must contact SMBR to request an availability list of certified Firms for those additional scopes of work.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Offeror did not meet the project goals, Offeror must explain in the space provided why MBEs/WBEs were not used as subcontractors. If Offeror did meet the project goals, please write "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Offeror knows that one or more of Offeror's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. The first-level subcontractor should be listed in Section IV or Section V. If Offeror is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontracted work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified Firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified Firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Offeror must contact the Firm listed as the primary

trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Offeror may contact the alternate trucking subcontractors in the order that Offeror lists them in this section. Offeror must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Offeror will not need to submit a Request for Change to use the alternate trucking subcontractors if Offeror contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Offeror listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE *Compliance Plan* Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

The Offeror has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Offeror cannot achieve the goals or subgoals, documentation of the Offeror's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for an Offeror's failure to meet the goals and subgoals, as long as such costs are reasonable. However, an Offeror is not required to accept a higher quote in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

As part of Good Faith Efforts, Offerors must contact MBE/WBE subcontractors for each scope of work where there is a subcontracting opportunity. The availability list found at Appendix D includes information for certified MBE/WBE businesses. The availability list has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the SLBP Area*. While only vendors on the SLBP list must be contacted, all of the Firms listed are certified as MBE/WBEs for purposes meeting the project goals.

The City neither warrants the capacity nor guarantees the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If an Offeror identifies one or more work areas that are appropriate subcontracting opportunities that are not included on the availability list, the Offeror shall contact SMBR to request the availability of MBE and WBE firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Offeror's Good Faith Efforts to meet the goals.

If Offeror believes any of the work areas on the availability list are not applicable to the project's scope of work or if Offeror believes that the lists are inaccurate, notify the authorized contact person of the concern. All Offerors will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBE's/WBE's certification status may be addressed to SMBR at (512) 974-7600 or the SMBR Certification Division at (512) 974-7645. If Offeror wants to use a subcontractor that does not appear on this list, Offeror may either request the subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least 5 business days prior to the submission of the *Compliance Plan*; alternate formats are acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all the MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

GND	A firm's two-digit gender/ethnicity code (e.g., FA, MA, or FB)	LCTN	A firm's two-digit location code (e.g., SL or TX)
FA	Female / Asian-American	FN	Female / Native American
MA	Male / Asian-American	MN	Male / Native American
FB	Female / African-American	FW	Female
MB	Male / African-American	SL	Significant Local Business Presence (SLBP)
FH	Female / Hispanic	TX	Outside SLBP
MH	Male / Hispanic		
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
M/WB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	W/MB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise
M/WDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise	W/MDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Offeror made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Offeror has made Good Faith Efforts, SMBR will consider, at a minimum, the Offeror's efforts to do the following:

- (A) Solicit certified MBE or WBE subcontractors with a Significant Local Business Presence and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract. The Offeror must solicit this interest more than five (5) business days prior to submission of the *Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. The Offeror must take appropriate steps to follow up with subcontractors who respond. The Offeror must state a state specific and verifiable reason for not contacting each certified firm with a significant local business presence.
- (B) Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding.
- (C) Negotiate in good faith with interested MBEs or WBEs that have submitted Offers to the Offeror. An MBE/WBE that has submitted an Offer to an Offeror but has not been contacted within five (5) business days of submission of the Offer may contact SMBR to request a meeting with the Offeror. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

The following factors may also be considered by SMBR in determining that an Offeror has made Good Faith Efforts. These factors are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Offeror selected portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Offeror might otherwise prefer to perform these work items with its own forces.
- (B) Whether the Offeror made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
- (C) Whether the Offeror made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (D) Whether the Offeror used the services of available community organizations; minority persons/women contractors' groups; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. It is the Offeror's responsibility to seek guidance from SMBR on any questions regarding compliance with this section.
- (E) Whether other Offerors successfully met the goals.

The ability or desire of an Offeror to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

Offerors may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Offeror's efforts to meet the project goals or subgoals.

Good Faith Efforts documentation should include names, addresses, and other identifying information. The following are examples of documentation (but documentation is not limited to this list):

- Fax logs and copy of documents sent.
- Phone logs with responses.
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Advertising in local newspapers.
- Copies of all Offers received in response to Offeror's solicitation of other firms.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

POST-AWARD INSTRUCTIONS

(See Appendix C)

Letter of Intent

The lowest responsive Offeror is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each MBE/WBE subcontractor is required. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the Offer and approved by the City.

Changes to the *Compliance Plan* including substitution of MBE/WBE subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of Subcontractors to the *Compliance Plan* prior to the start of work.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The contractor will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Offeror. The following information on Payment Verification, Change Order/Contract Amendments, and Progress Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Offerors are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the prime contractor has been paid by the City for invoices submitted by subcontractors.

The prime contractor shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified in the contract. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The prime contractor and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The contractor is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the prime contractor. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor. Any change order/contract amendment affecting the scope of work or value of the contract should be documented on a form acceptable to the City.

▪ **Progressive Sanctions**

The successful Offeror's *Compliance Plan* will be incorporated into the resulting contract with the City. Progressive sanctions may be imposed for failure to comply with Chapter 2-9D of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subconsultants without first receiving approval for such substitutions, which may include the addition of an unapproved Subconsultant and failure to use a Subconsultant listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9D-25 of the City Code and SMBR Rule 11.5 for additional information.

MBE/WBE COMPLIANCE PLAN

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents.

Section I — Project Identification and Goals

Project Name	
Solicitation Number	

Project Goals or Subgoals			
MBE	—	%	MBE / WBE 6.15 %
African American	—	%	
Hispanic American	—	%	
Native/Asian American	—	%	
WBE	—	%	

Section II — Prime Company Information

Name of Company	
Address	
City, State Zip	
Phone	
Fax	
Name of Contact Person	
Is prime 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 *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:	
I have reviewed this <i>Compliance Plan</i> and found that the Offeror HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9D.	
Reviewing Counselor _____	Date _____
Director/Assistant Director _____	Date _____

Section III — *Compliance Plan Summary*

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Total Base Offer (if applicable): \$ _____

Goals: Proposed Participation		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

Subgoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Offeror's own participation in base Offer (less any amount subcontracted):

Amount: \$ _____ Percentage: _____%

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American _____%; WBE _____%

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Section VI Disclosure of Second-Level Subcontractors

Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

Yes No

2. Is documentation of those written notices attached?

Yes No

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Offeror's written notice attached?

Yes No

4. Is documentation of other efforts to meet the goals or subgoals attached?

Yes No

5. Were additional elements of work identified to achieve the goals or subgoals?

Yes No

If yes, please explain: _____

6. Was SMBR or any other Minority or Women organization contacted for assistance?

Yes No

If yes, complete following:

Organization: _____

Contact Person: _____

Date of Contact: _____

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available on the internet, in our office, and the location listed in the Solicitation.

Name of Project: _____

Project/Solicitation Number: _____

Location of Pre-Offer Conference (if any): _____

Offer Due Date and Time: _____

This Project Includes the Following Scopes of Work:

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of work being subcontracted and the relevant terms and conditions of the contract.

Please contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

All Offers MUST be received by: _____

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (*check one*): Lump Sum Unit Price Commodity

Period of Performance: _____

Level of Subcontracting (*check one*): 1st 2nd 3rd

Name of MBE/WBE Subcontractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by MBE/WBE firm:

The Prime Contractor and the MBE/WBE listed above hereby agree that upon the execution of a contract for the above-named project between the Prime Contractor and the City of Austin, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime Contractor:

MBE/WBE Subcontractor:

Name of Firm

Name of Firm

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF _____
 COUNTY OF _____

STATE OF _____
 COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 200____.

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 200____.

Notary Public

Notary Public

Comm Cd	Comm Desc	Vendor Code	M/WBE	G	Ethnicity
75035	Crushed Stone (Includes Riprap)	VC0000102527	WB	Female	Caucasian
75035	Crushed Stone (Includes Riprap)	VC0000102723	MDB	Male	African American
75035	Crushed Stone (Includes Riprap)	V00000924432	MDB	Male	African American
75052	Flexible Base	MEL8302760	MWDB	Female	Hispanic
75052	Flexible Base	V00000905724	MDB	Male	African American
96239	Hauling Services	VC0000102408	MDB	Male	African American
96239	Hauling Services	VC0000101882	MWDB	Female	African American
96239	Hauling Services	V00000922619	MDB	Male	Hispanic
96239	Hauling Services	V00000901790	WDB	Female	Caucasian
96239	Hauling Services	CGA8319026	MDB	Male	Hispanic
96239	Hauling Services	VC0000101644	MDB	Male	Hispanic
96239	Hauling Services	V00000916591	MWDB	Female	Hispanic
96239	Hauling Services	VC0000102282	MDB	Male	African American
96239	Hauling Services	VC0000103459	MDB	Male	African American
96239	Hauling Services	V00000911561	MDB	Male	Hispanic
96239	Hauling Services	V00000911499	MWDB	Female	Hispanic
96239	Hauling Services	VS0000005666	MWDB	Female	Hispanic
96239	Hauling Services	V00000917830	MDB	Male	African American
96239	Hauling Services	HHL7086095	MDB	Male	Hispanic
96239	Hauling Services	VS0000004462	MWDB	Female	Hispanic
96239	Hauling Services	JAR8315720	MB	Male	Hispanic
96239	Hauling Services	JAG8307217	MDB	Male	Hispanic
96239	Hauling Services	V00000929975	MDB	Male	Hispanic
96239	Hauling Services	VS0000027653	MDB	Male	Hispanic
96239	Hauling Services	LIL7079660	WB	Female	Caucasian
96239	Hauling Services	V00000925782	MDB	Male	African American
96239	Hauling Services	MAR7095015	MWDB	Female	Asian
96239	Hauling Services	MEL8302760	MWDB	Female	Hispanic
96239	Hauling Services	VC0000102842	MDB	Male	Hispanic
96239	Hauling Services	MUN7143465	MDB	Male	Hispanic
96239	Hauling Services	VS0000016867	MWDB	Female	Hispanic
96239	Hauling Services	VS0000020631	MDB	Male	Hispanic
96239	Hauling Services	MMT3262750	MDB	Male	Hispanic
96239	Hauling Services	VS0000010430	MDB	Male	African American
96239	Hauling Services	V00000905724	MDB	Male	African American
96239	Hauling Services	SAM7042190	MDB	Male	African American
96239	Hauling Services	VS0000027560	WDB	Female	Caucasian
96239	Hauling Services	DOU8314208	MB	Male	Hispanic
96239	Hauling Services	TEX4863000	MDB	Male	Hispanic
96239	Hauling Services	VC0000101184	MWDB	Female	Hispanic
96239	Hauling Services	TRI7012850	MDB	Male	Hispanic
96239	Hauling Services	V00000907221	MDB	Male	Hispanic

Cert Status	Cert End	Vendor Name	Vendor DBA
Certified	2/24/2018	ALLSTAR BIZ GROUP LLC	
Certified	7/8/2018	AVERY'S LAWN CARE & LANDSCAPING LLC	
Certified	12/30/2017	Eagle Pride Supply LLC	
Certified	4/11/2016	MELENDREZ TRUCKING LLC	
Certified	5/18/2018	Robert E Ashford	Ash-Nem Trucking
Certified	11/10/2018	ALVIN WASHINGTON TRUCKING INC	
Certified	4/9/2016	BARBARA WHITE	BMW TRUCKING
Certified	6/6/2017	BENITO MUNOZ	BM TRANSPORT
Certified	10/31/2017	Bedrock Transportation, LLC	
Certified	9/25/2018	C GARCIA TRUCKING	GARCIA, CARLOS
Certified	11/19/2017	CD TRUCKING INC	
Certified	8/23/2016	CLAUDIA SERNA	SERNA'S TRUCKING
Certified	4/6/2018	CMS 2 TRUCKING INC	
Certified	2/26/2018	COMANCHE XPRESS LLC	COMANCHE XPRESS
Certified	5/16/2016	Cantu Construction Inc	
Certified	8/24/2018	Cynthia Cueva-Luna	Alpha Transportation Services
Certified	11/14/2016	EBC Construction, LLC	
Certified	8/18/2017	Earthco Landscape Construction LLC	
Certified	12/1/2017	H&H FORADORY CONSTRUCTION INC	
Certified	9/11/2016	Ivy Rosalva Cruz	Ivy's Trucking
Certified	7/5/2016	J A ROAD BORING	
Certified	12/26/2017	JAG TRUCKING INC	
Certified	12/3/2018	JIMMY ARREDONDO	LONESTAR TRUCKING
Certified	4/4/2016	JUAN DEANDA TRUCKING LLC	JUAN DEANDA TRUCKING
Certified	9/3/2017	LILLIE'S TRUCKING INC	
Certified	3/2/2018	Lewis Clark Trucking, LLC	
Certified	6/11/2018	MARIE'S TRUCKING	
Certified	4/11/2016	MELENDREZ TRUCKING LLC	
Certified	11/25/2017	MG LIMON CORPORATION	LIMON CONSTRUCTION
Certified	5/14/2017	MUNIZ CONCRETE & CONTRACTING INC	
Certified	11/12/2017	PANTHER CREEK TRANSPORTATION INC	Panther Creek Transportation
Certified	12/30/2018	RAMI MATERIALS TRANSPORT LLC	
Certified	8/7/2017	ROBERT M MEDEL SR	MEDEL TRUCKING
Certified	5/8/2017	Ralph Anthony Wright	RAW TRUCKING
Certified	5/18/2018	Robert E Ashford	Ash-Nem Trucking
Certified	6/25/2018	SAMMIE J KELLOUGH	SAM KELLOUGH TRUCKING
Certified	10/17/2016	SAR Transportation, L.L.C.	
Certified	11/25/2016	SETO VARGAS UTILITIES INC	
Certified	1/8/2019	TEXAS TRUCKING CO INC	
Certified	9/30/2017	TRAVIS PAVING & EXCAVATING INC	
Certified	3/31/2017	TRI RECYCLING INC	
Certified	5/21/2016	Two Brother General Contractor Corp.	

Street Address	Street Address 2	City	State	Postal Code	Location
6006 Tasajillo Trail		Austin	Tx	78739	AU
2002 Savannah Ct		Round Rock	Tx	78681	SL
P.O. Box 2348		Round Rock	Tx	78680	SL
11608 Moore Rd		Austin	Tx	78719-9652	AU
P O Box 16478		Austin	Tx	78761	AU
Po Box 14872		Austin	Tx	78761	AU
9701 Wayside Blvd		Austin	Tx	78724	AU
Po Box 70		Maxwell	Tx	78656	LO
13492 Research Blvd	Suite 120-622	Austin	Tx	78750-2254	AU
12730 Laws Rd		Buda	Tx	78610-9695	SL
8000 Margo Cove		Buda	Tx	78610	SL
2700 Cherry Blossom Ct		San Marcos	Tx	78666	SL
Po Box 141423		Austin	Tx	78714-1423	AU
Po Box 144402		Austin	Tx	78714	AU
14806 Eilers Rd		Austin	Tx	78719	AU
Po Box 3560		Pflugerville	Tx	78691	SL
14831 Bois D Arc Lane	Unit 4	Manor	Tx	78653	AU
4500 Williams Dr. Suite 212-108		Georgetown	Tx	78633	TX
9220 Burklund Farms Road		Del Valle	Tx	78617-5328	AU
7733 Marble Crest Dr.		Austin	Tx	78747	AU
1000 Dacy Ln		Kyle	Tx	78640-5143	SL
800 Private Rd 917		Georgetown	Tx	78626	SL
130 Escondido Dr		Del Valle	Tx	78617	AU
5101 Hwy 21		Maxwell	Tx	78656	LO
1110 Radam Cir		Austin	Tx	78745-3018	AU
908 Oatmeal Drive		Pflugerville	Tx	78660	AU
2314 Wagon Crossing Path		Austin	Tx	78744-4330	AU
11608 Moore Rd		Austin	Tx	78719-9652	AU
124 Juarez Cv		Del Valle	Tx	78617	AU
Po Box 6596		Austin	Tx	78762	AU
Po Box 2715		Georgetown	Tx	78627	SL
7719 Mcangus Rd		Del Valle	Tx	78617	AU
10811 San Jose Ave		Del Valle	Tx	78617-5903	AU
1716 Meander Dr		Austin	Tx	78721	AU
P O Box 16478		Austin	Tx	78761	AU
2314 Wagon Crossing Path		Austin	Tx	78744-4330	AU
1101 Jarvis Road		Saginaw	Tx	76179-5612	TX
5300 Navarro Creek Rd		Del Valle	Tx	78617	AU
3900 Shell Rd		Georgetown	Tx	78628-9249	SL
1190 Fm 969		Bastrop	Tx	78602	SL
Po Box 26499		Austin	Tx	78755-0499	AU
10430 Fm 812		Austin	Tx	78719	AU

Phone	Fax	Email
512-767-2222	512-949-5054	gailaustin@allstarbizgroup.com
512-845-6251	512-388-7303	averyslawncare@att.net
5128130634 700		pmyers@eaglepridesupply.com
512-243-3977	512-243-3947	meltrks@melendreztrucking.com
512-247-1293		ashnemtrucking@hotmail.com
512-339-2292	512-339-7219	a.washingtontruckn@yahoo.com
512-626-7642	512-933-9699	bwbmwtrucking@gmail.com
5127498126	5123574065	erikmunoz@yahoo.com
512-535-5580	5125191105	leslie@bedrocktransportation.com
512-801-8945	512-243-3571	texasboring@yahoo.com
5128012299	5123738525	cdtruckinginc01@yahoo.com
512-466-7084	5123924726	serna.trucking@gmail.com
512-431-1351		LHAULER@YAHOO.COM
512-771-2692	512-904-0022	COMANCHEEXPRESS@AUSTIN.RR.COM
512-844-5545	5122439650	cantu-construction-inc@hotmail.com
512-769-0752	8883554419	alphatransportation@hotmail.com
512-278-9000	512-278-9133	mari@ebcconstruction.com
5128187015	5129438333	earthcolc@aol.com
512-243-2378	512-243-1518	HENRYB@AUSTIN.RR.COM
512-577-6199		
512-268-4312	512-268-0974	jaroadboring@yahoo.com
512-864-9906	512-864-3121	GILLY@JAGTRUCKING.COM
5128445976		lonestartrucking@austin.rr.com
512-748-1537	5122856596	juandeandatruckingllc@yahoo.com
512-444-9562		email@notprovided.xxx
3134024398		citytransportersinc@gmail.com
512-441-0775	512-441-0549	mariekellough@yahoo.com
512-243-3977	512-243-3947	meltrks@melendreztrucking.com
512-791-4369	512-291-6132	GLIMONHAULINGCO@YAHOO.COM
512-385-2334	512-389-1446	rudy@munizcontracting.com
512-746-4224	512-746-5103	Natalia@panthercreektransportation.com
512-845-8358	866-800-5957	RAMITRANS@AOL.COM
5127362051	512-243-1093	carrillo1957@aol.com
512-791-3644	512-420-8373	wright_ralph@yahoo.com
512-247-1293		ashnemtrucking@hotmail.com
512-441-0775	512-441-0549	kelloughj@aol.com
817-232-2599	817-232-0955	pam@sartrans.com
5125609972		yeyevargas@yahoo.com
512-868-5558	512-930-0298	GEORGETTC@YAHOO.COM
512-303-9988	512-303-9977	TRAVISPAE@AOL.COM
512-329-0172	512-329-0174	trirecycle@aol.com
512-720-0140	5124285538	twobrothergc7@yahoo.com

ALLSTAR BIZ GROUP LLC

6006 Tasajillo Trail
Austin, Tx 78739

BARBARA WHITE
BMW TRUCKING
9701 Wayside Blvd
Austin, Tx 78724

C GARCIA TRUCKING
GARCIA, CARLOS
12730 Laws Rd
Buda, Tx 78610-9695

CMS 2 TRUCKING INC

Po Box 141423
Austin, Tx 78714-1423

Cynthia Cueva-Luna
Alpha Transportation Services
Po Box 3560
Pflugerville, Tx 78691

Earthco Landscape Construction LLC

4500 Williams Dr. Suite 212-108
Georgetown, Tx 78633

J A ROAD BORING

1000 Dacy Ln
Kyle, Tx 78640-5143

JUAN DEANDA TRUCKING LLC

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5101 Hwy 21
Maxwell, Tx 78656

MARIE'S TRUCKING

2314 Wagon Crossing Path
Austin, Tx 78744-4330

MUNIZ CONCRETE & CONTRACTING
INC

Po Box 6596
Austin, Tx 78762

ALVIN WASHINGTON TRUCKING INC

Po Box 14872
Austin, Tx 78761

BENITO MUNOZ
BM TRANSPORT
Po Box 70
Maxwell, Tx 78656

CD TRUCKING INC

8000 Margo Cove
Buda, Tx 78610

COMANCHE XPRESS LLC

COMANCHE XPRESS

Po Box 144402
Austin, Tx 78714

EBC Construction, LLC

14831 Bois D Arc Lane Unit 4
Manor, Tx 78653

H&H FORADORY CONSTRUCTION INC

9220 Burklund Farms Road
Del Valle, Tx 78617-5328

JAG TRUCKING INC

800 Private Rd 917
Georgetown, Tx 78626

LILLIE'S TRUCKING INC

1110 Radam Cir
Austin, Tx 78745-3018

MELENDREZ TRUCKING LLC

11608 Moore Rd
Austin, Tx 78719-9652

PANTHER CREEK TRANSPORTATION INC

Panther Creek Transportation

Po Box 2715
Georgetown, Tx 78627

AVERY'S LAWN CARE & LANDSCAPING
LLC

2002 Savannah Ct
Round Rock, Tx 78681

Bedrock Transportation, LLC

Suite 120-622
Austin, Tx 78750-2254

CLAUDIA SERNA
SERNA'S TRUCKING
2700 Cherry Blossom Ct
San Marcos, Tx 78666

Cantu Construction Inc

14806 Eilers Rd
Austin, Tx 78719

Eagle Pride Supply LLC

P.O. Box 2348
Round Rock, Tx 78680

Ivy Rosalva Cruz
Ivy's Trucking
7733 Marble Crest Dr.
Austin, Tx 78747

JIMMY ARREDONDO
LONESTAR TRUCKING
130 Escondido Dr
Del Valle, Tx 78617

Lewis Clark Trucking, LLC

908 Oatmeal Drive
Pflugerville, Tx 78660

MG LIMON CORPORATION
LIMON CONSTRUCTION

124 Juarez Cv
Del Valle, Tx 78617

RAMI MATERIALS TRANSPORT LLC

7719 Mcangus Rd
Del Valle, Tx 78617

ROBERT M MEDEL SR
MEDEL TRUCKING
10811 San Jose Ave
Del Valle, Tx 78617-5903

SAMMIE J KELLOUGH
SAM KELLOUGH TRUCKING
2314 Wagon Crossing Path
Austin, Tx 78744-4330

TEXAS TRUCKING CO INC

3900 Shell Rd
Georgetown, Tx 78628-9249

Two Brother General Contractor Corp.

10430 Fm 812
Austin, Tx 78719

Ralph Anthony Wright
RAW TRUCKING
1716 Meander Dr
Austin, Tx 78721

SAR Transportation, L.L.C.

1101 Jarvis Road
Saginaw, Tx 76179-5612

TRAVIS PAVING & EXCAVATING INC

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Bastrop, Tx 78602

Robert E Ashford
Ash-Nem Trucking
P O Box 16478
Austin, Tx 78761

SETO VARGAS UTILITIES INC

5300 Navarro Creek Rd
Del Valle, Tx 78617

TRI RECYCLING INC

Po Box 26499
Austin, Tx 78755-0499