

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: SMH0123

COMMODITY/SERVICE DESCRIPTION: Annual Agreement for Distribution Energized Utility Line Clearance

DATE ISSUED: October 3, 2011

REQUISITION NO.: RQM-1100-11090900567

PRE-BID CONFERENCE TIME AND DATE: October 18, 2011 at 3:30 PM

COMMODITY CODE: 98887

LOCATION: Town Lake Center, 721 Barton Springs Road Austin, Texas 78704 Assembly Room

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

THIS IS NOT MANDATORY BUT IS HIGHLY RECOMMENDED BID DUE PRIOR TO: 2:00 PM on November 8, 2011

Ms. Shawn M. Harris

COMPLIANCE PLAN DUE PRIOR TO: 4:00 PM on November 8, 2011

Supervising Senior Buyer

Phone: (512) 505-7351

BID OPENING TIME AND DATE: 2:00 PM on November 8, 2011

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING LINK:

<http://www.ci.austin.tx.us/purchase/bidopenings.htm>

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

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

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

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. (_____) _____ Fax No. (_____) _____

Email Address: _____

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All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

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

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

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

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

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

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office not later than (7) calendar days prior to bid opening. Submissions may be made via e-mail to: shawn.harris@austinenergy.com or via fax at (512) 322-6490.

2. **PRE-BID CONFERENCE**

**October 18, 2011 at 3300 PM
Town Lake Center – Austin Energy
721 Barton Springs Road, Assembly Room #130
Austin, Texas 78704**

***Attendance at this Pre-Bid Meeting is Strongly Suggested.**

PLEASE NOTE PARKING **IS NOT AVAILABLE AT THE ABOVE LOCATION**

PRE-BID CONFERENCE PARKING

****PARKING IS AVAILABLE AT THE BELOW LOCATION****

Palmer Events Center
900 Barton Springs Road
Austin, TX 78704

Information for Parking Attendant:

Meeting Name: RFP SMH0123 – Energized Utility Line Clearance Distribution

Organizer **SHAWN HARRIS**

3. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate Bids/Quotes will not be considered.

4. **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.

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- 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 contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Shawn Harris
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 \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 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 WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (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 Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and at least \$1,000,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- 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.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

5. **BID/PROPOSAL/RESPONSE BOND ("BOND")**

- A. All Offers shall be accompanied by a Bid/Proposal/Response Bond in an amount of not less than five percent (5%) of the annual estimated Contract Award Amount (5% of \$16,000,000). The Bid/Proposal/Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid/Proposal/Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid/Proposal/Response Bond will be returned to the Offeror. The Bid/Proposal/Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid/Proposal/Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

6. **PAYMENT BOND**

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

7. **PERFORMANCE BOND**

- A. The Contractor shall provide a Performance Bond in the amount of \$1,000,000.00 within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and

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shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

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

8. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) additional twelve (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 re-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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A THIRTY-SIX (36) MONTH CONTRACT.

9. 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.

10. CONTRACT AWARD

Award may be made to one or more bidders and will be recommended based on the lowest responsive, responsible bids received and in the best interest of the City. In the event of award to more than one bidder, the lowest responsive, responsible bidder will be awarded their choice of zone as described in Paragraph 4a of Section 0500. The next lowest responsive, responsible bidder will be awarded the remaining zone. This Contract will be awarded in an annual amount not to exceed \$16,000,000 each and combined.

This contract is not intended as a full requirements contract. The City reserves the right to participate in any or all of the work to the extent it deems necessary. The City disclaims any expressed or implied warranty or representation that the Vendor will be employed on a continuous basis during the term of this Contract, and specifically reserves the right to enter into separate agreement(s) for the performance of any or all work without regard to the quantities stated or work performed hereunder. The award of this Contract does not entitle nor authorize the Vendor to perform any work for Owner, but shall set forth the terms and conditions under which any work issued shall be performed. Work assignments shall be made at the Owner's sole discretion.

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In the event that one Contractor chooses not to continue the contract, including extension, and/or AE chooses not to continue or renew contract or terminates a contract, AE shall reserve the right to offer the full contract to the remaining Contractor(s).

11. FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACTA)

- A. The City requires Offerors submitting Offers on any Solicitation which may utilize or access City Customer Account Information, directly or indirectly, to provide a signed affidavit certifying that the Offeror has reviewed the provisions of the Fair and Accurate Credit Transactions Act (FACTA) [16 CFR 681] and agrees to exercise due diligence, in accordance with reasonable policies and procedures, to detect, deter and prevent the risk of identity theft (See Section 0850, FACTA Affidavit). By signing the Affidavit, the Offeror affirms to the City that it maintains its own identity theft prevention program. The City may only award a Contract, to which this provision applies, once the signed and notarized Affidavit is received.
- B. Contractor shall immediately notify City by written notification to the City's Contract Manager when City Customer Account Information in Contractor's possession is breached or comprised.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Chelsea Cowan
Address	721 Barton Springs Rd.
City, State Zip Code	Austin, TX 78704

- 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.

13. INVOICING PROCEDURES

- A. The Contractor shall meet with the City within two weeks of request from AE to develop electronic invoicing and reporting processes and formats. To the extent possible, these electronic processes and formats will be mutually agreed upon. However, the City's requirements must be met as a minimum.
- B. Contractor will capture the following job information for each work release by the City to the Contractor for each project: project name and step or segment number (ex. SL01 LF00669), work request number (provided by the City), dates work performed, (City's) inspector name, crew

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identification, Contractor Invoice Number, bid units worked, quantity per bid unit, submittal date. In addition to the bid units worked, the Contractor will need to capture the following information:

- (1) Individual crew time shall be broken down by labor hour (LH) for the following: Pruning LH, Removal LH, Vegetation Suppression LH, Supervisor LH, and Non-productive LH.
 - (2) Production information shall be gathered for the following: Number of trees pruned, number of trees removed, number of stems/stumps treated, number of Vegetation Work Plans (VWP's) drawn up, number of acres or square feet mowed, number of acres or square feet treated.
- C. Upon Completion of each work release, or on a weekly basis, Contractor will provide the job information via one of two delivery methods:
- (1) Create an electronic text file (in a predefined format by the City) and upload the text file into the shared web application developed and hosted by the City; Or
 - (2) Perform direct data entry into shared web page developed and hosted by the City. The City will assign a unique worksheet ID for each job received. The Contractor will be responsible for correcting any system validation errors prior to submitting the worksheets to the City.
- D. City will verify the job information provided by Contractor. If the data entered contains no errors, it will be accepted by the City and given an Approved status. If the job information contains errors, it will not be accepted by the Inspector and the City will communicate the errors to the Contractor. In this event, the Contractor will correct the worksheet online and resend the job information to the City.
- E. Jobs containing Specialty Services such as material purchase or equipment rental/purchase must be approved in advance by Owner and reviewed by City's Inspector prior to submittal to the City. Job information requiring Specialty Services, Material Purchase, or Equipment Rental/Purchase invoicing will remain in the Submitted status pending the City's receipt of all outstanding charges.
- F. The City will consolidate all invoices with an Approved status and group these into a Batch, typically on a weekly basis.
- G. The City will generate a Batch Detail Report for Contractor's review and reconciliation. This report will be made available on the shared web page. Each Batch Detail Report will be grouped by individual worksheets (individual work requests), and show the total invoice amount that will be paid based upon the job information submitted by the Contractor. For those Batch Detail Reports that are deemed acceptable by the Contractor, Contractor will prepare and send a Master Invoice (on their letterhead with their correct remittance address, date, batch number, total amount and City's address) to the City. The Contractor will also approve the batch online. Any errors discovered by the Contractor during their review, must be forwarded to the City's Contract Management Representative or designee in writing for review and possible correction. Individual Worksheets within the Batch Detail Report that are identified as possessing an error may be deleted from the original Batch Detail Report. Once resolved, the Contractor must create a replacement worksheet and resubmit it for payment on the next batch. When the batch is approved, the City processes and closes the batch and then forwards the master invoice to the City's Payments Section for payment authorization.
- Changes cannot be made to a closed invoice batch, nor can the payment method associated with a work request be changed if the invoice worksheet is in a closed invoice batch.
- H. Reference Attachment "E" for specific information regarding the AE Invoice Process, Invoice Data Field Information Requirements, and a Sample Text File.
- I. Worksheet File/Work Entry Process & Schedule—Work releases may be processed for work completed weekly with final invoice being processed within thirty (30) days of completion after all outstanding charges have been presented and entered. Immediately after Contractor's review and

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verification to the correctness of the Batch Invoice Report, the Contractor shall provide City with an email acceptance notice and Master Invoice in order for City to proceed in making final payment. Contractor's review of the Batch Invoice, Acceptance Acknowledgement, and issuance of their Master Invoice shall be performed in a timely manner but in no circumstances later than seven (7) business days from receipt of the Batch Invoice Report from the City.

- J. Contractor's Upload of Worksheet Files or Key Entry thereof—Contractor is required to either upload or manually enter individual project work sheet data files into City's Contractor Invoice Application no later than 20 calendar days after final completion of the individual work release.

If after the close of business on the 20th day, Contractor has not submitted the required information into the City's system, and has not notified the City in writing as to the reason for the delay, the City may request and Contractor agrees to a performance credit in the amount of 25% from the total amount owed.

- K. Rounding of Invoice Hours—Hours shall be recorded to the nearest quarter hour (15 minutes). Calculation shall be made by rounding up if the actual time is 7.5 minutes or more into the next quarter hour or rounding down if actual time is less than 7.5 minutes into the next quarter hour.
- L. Work Must be Authorized—Upon Contractor's receipt of their Notice-to-Proceed from the Contract Manager, all work assigned thereafter to the Contractor shall be authorized either in writing or verbally by the Project Manager or designee. Any expenses incurred by Contractor for projects which have not been so authorized, shall not be billable to the City.
- M. In addition to any other rights, the City may withhold payment on any invoice in whole or in part as necessary to protect the City against costs, expenses, or liability attributable to any disincentive payments (see Attachment D) incurred by the Contractor.
- N. The City reserves the right to modify this process and/or implement a new process with thirty days written notice to Contractor.

14. INVOICING—HOURLY RATE BASIS

- A. Hourly Rate Personnel—For each work release, the Contractor will be required to report the hours for equipment and personnel utilized. Equipment shall be specific to the minimum equipment requirements (*reference Section 0500, Paragraph 8 Materials and Equipment*) and personnel shall be specific to each job classification (*reference Section 0600 Bid Sheet, Article 1.1 Labor-Hour Billing Rates*). Employee reporting may be made by submitting time sheet documents, provided such documents show the Work Release to which the employee's time was charged and shows the actual level at which work was performed.

Time which is invoiced for labor shall be limited to hours actually worked. Non-billable time for personnel shall include but not be limited to, sick time, vacation, personal leave, time at lunch, time spent maintaining equipment, time spent cleaning facilities, and time when no projects or tasks have been assigned by the City.

- B. Hourly Rate Equipment (Non-Transportation)—Equipment Used for Performance of the Work (non-transportation equipment): Equipment supplied by the Contractor to perform Work on an Hourly Rate Basis shall be invoiced at the rate submitted in the Bid Sheet (Section 0600). No markup shall be allowed for overtime or emergency work. Time when the equipment is not operable will not be billable to the City. If in the opinion of the City, the equipment is not essential or does not add value to the performance of the work, the City will have the right to alter equipment make up during the course of the work, to require the Contractor to make efficient use of equipment by sharing between crews, or to direct that the equipment be removed from the work site, or that such equipment not be charged to the City while it remains at the work site.

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- C. Transportation Equipment Which is Integral to the Work—Time invoiced for transportation equipment which is primarily used for the transportation of personnel, materials, tools and which is essential for the ongoing performance of the work (pickup trucks, crew trucks, etc.) will be computed on a portal-to-portal basis (from Contractor's yard and back). No markup shall be allowed for overtime or emergency work. Hours shall be invoiced at the rate submitted in the Bid Sheet (Section 0600). Any vehicle(s) needed for transportation of crew personnel, but not required for performance of the work, shall be provided by the Contractor at no additional cost to the Owner.
- D. Equipment Breakdown—In case of an equipment breakdown, Contractor shall either supply the crew with replacement equipment, or relocate workers to other crews if additional workers can be effectively utilized and approved by the Utility Forestry Superintendent. Time lost due to breakdown of Contractor equipment greater than 45 minutes shall not be billable to the City. Field crews must report such breakdowns to Contractor within 15 minutes of occurrence, Contractor shall notify AE Project Manager.

15. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.
- D. Contractor shall be responsible for coordinating any exchange or material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

16. LIVING WAGES AND BENEFITS

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

Note: The City requires wage rates as stipulated in the Schedule of Wage Rates inserted below:

- i. Wage Rates:
 - a. Employee Certification: Contractor, Subcontractor, and Sub-subcontractor shall identify in writing, the classification agreed to by all workers employed by them in the execution of the contract, and pay not less than rates specified in the attached Wage Rate Schedule(s). If work performed by workers is different than the classification agreed upon, the worker shall be paid the minimum wage for the work performed.

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- b. Wages: Workers on project shall be paid no less than the rates listed below in the Schedule of Wage Rates. Such wage rates shall be used throughout the contract. If a classification is to be used which is not listed in this section, Contractor shall submit to the City rates and classification proposed for use, for written approval, prior to performance of the work. Inclusion of wage rates does not relieve the Contractor from responsibility to comply with all applicable laws, rules, ordinances and regulations.

Schedule of Wage Rates

<u>Classification</u>	<u>Minimum Hourly Wage Rate (\$)</u>
Field Representative	\$17.87
General Foreman	\$16.69
Pre-Planner	\$15.50
Working Foreman A	\$13.75
Working Foreman B (sub-foreman)	\$13.00
Tree Trimmer Class "A"	\$12.10
Tree Trimmer Class "B"	\$11.60
Tree Trimmer Class "C"	\$11.00

Withholding of Payment: The City may withhold or cause to be withheld from Contractor as much of the accrued payments which may be determined necessary to pay workers employed by Contractor, subcontract, or sub-subcontractors on the work the full amount of wages required by this contract. In the event of non-payment of wages to workers in the execution on the work of this contract, the City may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advance of funds to Contractor until such violation have ceased and until restitution has been made.

- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;

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- vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Project Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Project Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

17. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated 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. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

18. NON-SOLICITATION

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual

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compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

19. 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 supervision and notification staff (includes at a minimum all personnel performing in the following roles: Field Representative, General Foreman, Pre-Planner, Foreman Class A) 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 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 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

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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.
 - 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).
20. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300)
- 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

21. **ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm except 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 subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the documentation as required for each applicable category.

Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

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- (1) **Labor Hourly Billing Rates:** The hourly rates for labor bid by Contractor shall be firm for a minimum of the first year of the contract. The labor rates may only be adjusted for changes to in the Contractor's Workers' Compensation Rate for the Austin area or the Contractor's Actual Experience Rate for the Austin area if self insured. Rates will be adjusted for only 75% of the change up or down in the Contract' Workers' Compensation Rate or Actual Experience Rate. Contractor will submit on the Bid Sheet (Section 0600) their Workers' Compensation Rate for the Austin area or Actual Experience Rate for the Austin area together with each corresponding proposed rate or price change at the time of annual contract anniversary. The Workers' Compensation Rate or Actual Experience Rate for self insured contractors along with any increase or decrease for that year, shall be submitted to the Contract Manager to be evaluated and used to determine if any adjustment is appropriate for that extension. The Contractor will submit written notice to the Contract Manager at least sixty (60) days prior to the annual contract anniversary date, together with a justification and supporting documentation.
1. An itemized, revised price list with the effective date of the proposed increase; and
 2. Documentation indicating the current Workers' Compensation Rate or Actual Experience Rate;
- (2) **Equipment Hourly Billing Rates:** The hourly rates for equipment bid by Contractor shall be firm for a minimum period of six (6) months. The equipment rates may be reviewed once every six (6) months to adjust for any increase or decrease greater than fifteen percent of the previous period fuel rate. If the average fuel price, as shown on the printout(s) noted below, differs by 15% or more from the average price used to establish the rates in effect at the beginning of the period, the Equipment rates will be adjusted to reflect the difference between the old average fuel price and the new average fuel price. The Contractor will submit written notice to the Contract Manager at least thirty (30) days prior to the end of the period, together with a justification and supporting documentation of each proposed average fuel price and equipment rate change. The required justification is a printout obtained from the U.S. Energy Information Administration website for Retail gasoline and Diesel Prices for Texas. The website for regular retail gasoline (conventional) prices in Texas is: http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epmr_pte_dpgal_w.htm . Data for retail gasoline must be for the Texas area. Diesel prices are listed regionally by area, for Texas, use Gulf Coast PADD 3 area. The website for conventional retail diesel prices is: http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm.
1. An itemized, revised price list with the effective date of the proposed increase; and
 2. Documentation as specified above.
- (3) **Unit Benchmark Rates:** The benchmark unit prices bid by the Contractor shall be firm for a six (6) month period. An evaluation of all completed benchmark projects shall be conducted at the end of this term to determine the success of the benchmark prices. At this time, based on actual production data and cost evaluations and using historical costs, the benchmark unit prices may be adjusted by the City up or down to more accurately reflect the actual work completed on the Contractor's portion of the City's system. Benchmark prices will only change to reflect the Contractor's previous historical information and will be evaluated independently of any hourly price rate increases or decreases.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days

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to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

- iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

22. **OWNERS RIGHT OF INSPECTION** *(reference Section 0300, Article 7 and add the following:)*

Owner's representatives and inspectors shall have the continuing right to enter the work site at any time to inspect and observe any aspect of the work. Owner's exercise of its rights of access and inspection shall not relieve Contractor of its duty, as an independent Contractor, to properly perform and functionally complete the work in accordance with Specifications and the commercial terms of this Contract, nor shall it render Owner responsible or liable for any acts, errors, omissions or negligence of Contractor or its subcontractors, employees or agents.

Contractor shall provide Owner's inspectors with every reasonable accommodation to enable them to determine if the work is being performed in accordance with specifications and the terms of this Contract. If such inspection shows that any portion of the work to be defective, substandard or incomplete, all additional costs to correct the work shall be borne by Contractor.

23. **PROJECT MANAGER**

The following person is designated as Project Manager, and will act as the contact point between the City and the Contractor on all operational matters during the term of the Contract:

Ray Henning
(512) 322-6930
Ray.henning@austinenergy.com

*Note: The above listed Project 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.

24. **CONTRACT MANAGER**

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The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor on all contractual matters during the term of the Contract:

Carrie Walker
(512) 322-6335
Carrie.walker@austinenergy.com

*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.

25. MINIMUM REQUIREMENTS

Bidders shall be required to show evidence of prior successful performance of energized utility line clearing and tree pruning work prior to award of the Contract.

The following minimum qualifications are required for this Contract:

- A. Contactor must demonstrate a minimum of five (5) years of work as a successful energized utility line clearance Contractor.
- B. Contractor must provide certifications and licenses as required by personnel classification prior to approval for work.
- C. In the event of a single award, Contractor shall demonstrate the ability to mobilize the necessary number of crews to meet minimum contract requirements within ninety days of receipt of a written Notice to Proceed. In the event of a dual contract award, Contractor shall demonstrate the ability to mobilize the necessary number of crews to meet the minimum contract requirements within forty-five (45) days of receipt of a written Notice-to-Proceed.
- D. Contractor shall have the ability to mobilize at least twice the minimum complement of crews and equipment within one hundred twenty (120) days for one Contractor or ninety days for 2 Contractors of receipt of a written Notice-to-Proceed.
- E. Contractor shall have a drug screening program that meets or exceeds industry best practices.

26. SUBMITTALS REQUIRED WITH THE BID: Note-- this list is a summary for convenience purposes only. Please note submittal requirements listed throughout this solicitation and on the cover sheet.

- A. Per section 0600, documentation acceptable to the City of the workers compensation rate or actual self-insured rate.
- B. Per section 0600, documentation acceptable to the City of the fuel type and fuel-use rate for equipment listed.
- C. A minimum of five (5) positive references where Contractor has provided services of a similar size and scope within the last three (3) years as required in this solicitation.
- D. Documentation acceptable to the City to support five years of successful utility line clearance work.
- E. Evidence satisfactory to the City that the equipment necessary to operate under the contract budget and work activity constraints is available.
- F. Evidence of applicable licenses or registrations necessary to perform the services required in this solicitation.
- G. Designation of Contractor's Field Representative along with required licenses and certifications as stated in Section 0500.

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- H. Bidders current Safety Policies and/or procedures concerning all employees, crews and equipment proposed for the execution of this contract.
- I. OSHA
 - a. Any OSHA exceptions or citations issued to Bidder within the preceding five (5) years
 - b. Contractor's OSHA 300 Log for the most recent five (5) years
 - c. Contractor's OSHA DART Rate for the most recent three (3) years.
- J. Other documents required by the solicitation

STATEMENT OF OFFEROR'S SAFETY EXPERIENCE

Section 0840

**SAFETY RECORD QUESTIONNAIRE
& STATEMENT OF OFFEROR'S SAFETY EXPERIENCE**

PROJECT:	Energized Utility Line Clearance Distribution
BID NUMBER:	SMH0123

Pursuant to Section 252.0435 of the Local Government Code, the Austin City Council will consider the safety records of potential contractors prior to awarding bids on City contracts. The City of Austin has adopted the following written definitions and criteria for accurately determining the safety record of a Offeror prior to awarding bids on City contracts. The term "Offeror" includes the firm, corporation, partnership, or other legal entity represented by the Offeror or anyone acting for such firm, corporation, partnership or other entity submitting the bid. The definitions and criteria for determining the safety record of a Offeror are:

"Citations" include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received from the TCEQ shall include those classified as major violations and moderate violations under the TCEQ'S regulations for documentation of Compliance History, 30

Texas Administrative Code, Chapter 60.2 (c) (1) and (2).

"Environmental Protection Agency" includes, but is not limited to the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the Texas Department of Health, the Texas Parks and Wildlife Department, the Structural Pest Control Service, agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States.

1. If the Offeror's response to the following questions reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Offeror for serious violations of Occupational Safety & Health Administration (OSHA) regulations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Offeror.
2. If the Offeror's response to the following questions reveals more than one (1) case in which Offeror has received a citation or for which final orders have been entered from an environmental protection agency for violations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Offeror.
3. If the Offeror's response to the following questions reveals that the Offeror has been convicted of a criminal offense within the past ten (10) years or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily harm or death, at its discretion, the City will determine whether to disqualify the Offeror.
4. The City may consider the responses to each question listed below separately when making a discretionary determination of whether to disqualify a Offeror and it may consider the cumulative impact of the information generated by the Offeror's responses in making the determination.

5. In order to consider the safety records of potential contractors prior to awarding bids on City contracts, the City requires that Offerors answer the following questions and submit them upon request:

QUESTION ONE

Has the Offeror received any Citations for violations of OSHA within the past five (5) years?

Yes No

QUESTION TWO

Has the Offeror received any Citations for violations of environmental protection laws or regulations within the past five (5) years?

Yes No

QUESTION THREE

Has the Offeror ever been convicted, within the past ten (10) years, of a criminal offense or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily injury or death?

Yes No

If the Offeror has indicated "Yes" to any question above, the Offeror must provide to the City, with its bid submission, the following information:

Date of Citation or offense and location where violation or offense occurred, type of violation or offense, final disposition of violation or offense, if any, and penalty assessed.

In addition, the City will utilize the following information and in its discretion, as additional support to make any discretionary determination of whether to disqualify an Offeror. Accordingly, Offeror must answer the following questions and provide evidence that it meets minimum OSHA safety standards and has a lost time injury rate that does not exceed the limits established below:

1. Does the Offeror have a written safety manual/handbook and safety programs? Yes No
2. Does the Offeror conduct regular site safety inspections? Yes No
3. Does the Offeror have an active employee safety training program? Yes No
4. Does the company have a lost time injury rate and a total recordable injury rate of less than or equal to the national average for North American Industrial Classification System (NAICS) Category 23 for each of the past five (5) years?

Yes No

(Attach the Offeror's OSHA 300 and 300A logs for the past five (5) years)

5. Does the Offeror have an experience modifier rate of 1.0 or less?

Yes No

(Attach the Offeror's NCCI workers compensation experience rating sheets for the past five (5) years)

6. Has the Offeror had any OSHA inspections within the past six (6) months?

Yes No

(If "YES", provide sufficient documentation to indicate the nature of the inspection, the findings, and magnitude of the issues.)

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Offeror's full name and entity status:

Signature, Authorized Representative of Offeror

Title

Date

END

**SECTION 0850
SMH0123**

AFFIDAVIT OF COMPLAINT

I HEREBY AFFIRM that I, [name] _____, am the [title] _____, and the duly authorized representative of [name of business] _____. I am over 18 years of age, of sound mind, capable of making this affidavit, personally acquainted with the facts stated in it, and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I ACKNOWLEDGE that, in accordance with the Fair and Accurate Credit Transactions Act (FACTA), the City of Austin is required to ensure that the activities of service providers who provide services related to covered accounts under FACTA are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identify theft.

I FURTHER AFFIRM that the aforementioned entity maintains its own identity theft prevention program, consistent with the guidance of the red flag rules in FACTA, and validated by appropriate due diligence.

Signed this the __ day of _____, 20__

Signature of Affidavit

BEFORE ME, the undersigned authority, personally appeared _____, who being by duly sworn, stated that the contents of this affidavit are true and correct.

SWORN TO AND SUBSCRIBED before me on the ____ day of _____, 20__.

Notary Public in and for the State of Texas
My commission expires: _____

CITY OF AUSTIN



CITY CODE CHAPTER 2-9C NON-PROFESSIONAL SERVICES MBE/WBE PROCUREMENT PROGRAM

Project Name: Austin Energy Distribution Line Clearance

Project/Solicitation Number: SMH0123

Date: September 13, 2011

JANUARY 2011

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MBE/WBE GOALS

Annual/Project Participation Goals:				Annual/Project Participation Subgoals:	
MBE	2.0	%		African American	%
WBE	0.2	%	OR	Hispanic	%
				Asian/Native American	%
				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 Construction (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C applies to this document. Copies of Chapter 2-9C 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 bids for this solicitation agree to abide by the City’s MBE/WBE Procurement Program Ordinance 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 Proposers to achieve the MBE/WBE participation goals and subgoals for this contract. However, Proposers 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 per Section 2-9A-21 of the City Code and Section 9.1 of the Rules. Proposers 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 Proposers (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 2-9A

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 bid 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 Proposer 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.

***Compliance Plans* not complying with *Compliance Plan* Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

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

Section II Prime Company Information

The Proposer 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 Bid. Proposer 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 using the legal name under which they are registered to do business with the City of Austin 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/WBE’s subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the *Compliance Plan*, the Proposer 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 Proposer. 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 a Proposer 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 is 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 Proposer 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 MBE/WBE Procurement 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, using the legal name under which they will be registered to do business with the City, 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 Proposer 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, Proposer 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 Proposer did not meet the project goals, Proposer must explain in the space provided why MBEs/WBEs were not used as subcontractors. If Proposer 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 Proposer knows that one or more of their subcontractors will subcontract part of the work of their contracts to second-level subcontractors. Identify second-level contractors by the legal name under which they will be registered to do business with the City. 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 Proposer 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, Proposer 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, Proposer may contact the alternate trucking subcontractors in the order that Proposer lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Proposer must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Proposer will not need to submit a Request for Change to use the alternate trucking subcontractors if Proposer contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Proposer 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 Proposer 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 Proposer cannot achieve the goals or subgoals, documentation of the Proposer's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Proposer made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Proposer's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Proposer is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Proposers **must** contact **all** the firms in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – within and outside the SLBP – is certified as an MBE or WBE for purposes of meeting the project goals, and Proposers are encouraged to contact all the firms. If a Proposer identifies an additional scope of work for this project, the Proposer must request an Availability List for that scope. The SMBR Director determines whether the Proposer has made sufficient Good Faith Efforts if goals or subgoals are not met.

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 the National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE 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 a Proposer identifies one or more work areas that are appropriate subcontracting opportunities that are not included on the availability list, the Proposer 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 Proposer's Good Faith Efforts to meet the goals.

If the Proposer believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Proposer believes that the lists are inaccurate, notify the authorized contact person of the concern. All the Proposers will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBE/WBE's certification status may be addressed to SMBR at (512) 974-7600 or the SMBR Certification Division at (512) 974-7645. If the Proposer wants to use a certified subcontractor that does not appear on this list, Proposer may either request the certified 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 seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be 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 Proposer made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Proposer has made Good Faith Efforts, SMBR will consider, at a minimum, the Proposer's efforts to do the following:

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Proposer must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Proposer must take appropriate steps to follow up with subcontractors who respond. The Proposer must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.

- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a bid.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Proposer. An MBE/WBE that has submitted a bid to a Proposer but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Proposer. 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. Bid shopping is prohibited.
- (D) Select 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 Proposer might otherwise prefer to perform these work items with its own forces.
- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use 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.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Proposer made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
- (B) Whether the Proposer made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Proposer sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Proposers successfully meeting the goals.

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

Proposers 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 Proposer's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

The following additional Good Faith Efforts factors may also be considered

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Contractor).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all bids received in response to Proposer contacting other Firms.

POST-AWARD INSTRUCTIONS

(See Appendix C)

Letter of Intent

The low Proposer according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and each signature is to be notarized. 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 subcontractor, supplier, or manufacturer 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 bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors, suppliers, or manufacturers 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, suppliers, or manufacturers 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 Proposer. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Proposers 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 by the managing department. 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.

▪ **Progressive Sanctions**

The successful Proposer's *Compliance Plan* will be incorporated into the resulting contract with the City. As described in Section 16.5 of the 00700 General Conditions to the Contract, progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information to the owner in connection with the submission of a Bid, in responses to Requests for Qualifications or Requests for Proposals, in Good Faith Efforts documentation, in post award compliance, or in other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor 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 2-9A-25 of the City Code and SMBR Rule 11.5 for additional information.

IFB – 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	Austin Energy Line Distribution
Solicitation Number	

Project Goals or Subgoals	
MBE	2.0%
WBE	0.2%

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 compliance plan and found that the Proposer **HAS** or **HAS NOT** complied as per the City Code Chapter 2-9C.

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 Bid (if applicable): \$ _____

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

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

Proposer’s own participation in base bid (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.
- Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.

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.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Will non-certified subcontractors/suppliers be used? Yes No

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.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

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.
- Fill in the names of Trucking Subcontractors as registered with the City of Austin.

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 #:

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 (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes No

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*)

Yes No

List Methods: _____

3. Were steps taken to follow up with interested MBE/WBEs? Yes No

4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)?

Yes No

5. Were written notices sent to Minority or Women organizations? Yes No

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

Yes No

If yes, please explain: _____

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST CONTINUED....

7. Was SMBR contacted for assistance? Yes No

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

8. Were Minority or Women organizations contacted for assistance? Yes No

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (*Documentation is not limited to this list.*)

Yes No Copy of written solicitation sent to MBE/WBEs in SLBP area.

Yes No Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).

Yes No Copy of advertisements.

Yes No Copy of notices sent to Minority and Women organizations.

Yes No Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Proposer and interested MBE/WBEs).

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority and Women-Owned Business Enterprise participation for the following City of Austin project. Plans are available at the Austin area plan rooms, our office, and the locations listed in the Invitation for Bids.

Name of Project: _____

Project/Solicitation Number: _____

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

Bid Date and Time: _____

This Project Includes the Following Scopes of Service:

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

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

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

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Legal Name of Firm, as registered with the City

Legal Name of Firm, as registered with the City

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

Notary Public

Notary Public

*Including Suppliers or Manufacturers

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No:	0	Adhoc Availability			
Rev. No:	2.00		Selection Criteria:	ALL	Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
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Vendors Within the SLBP Area

3453248	KITS, FIRST AID				
	ALL8308356 All Points Inspection Svcs Inc 6448 Hwy 290 Ste C110 Austin, Tx 78723-1068	512-272-5056 512-272-8278 AUSTIN@APISGROUP2.COM	M/WDB	F/B	SL
	AUS0436250 Austin First Aid Products 12612 Redbud Trl Buda, Tx 78610-9325	512-312-1747 512-295-8127	WBE	F/R	SL
	VS000000829 Patricia K White / M S Supply 9901 Brodie Ln. Ste 160-284 Austin, Tx 78748	512-280-8911 866-260-4265 MSsupply@austin.rr.com	WDB	F/R	SL
39035	Ice				
	BEN8308480 Benqwest L L C / Benqwest L L C 2300 E Ben White Blvd Austin, Tx 78741-7111	512-565-1048 512-233-0843 BENQWEST@YAHOO.COM	MBE	M/A	SL
	VS0000029539 Dorothy Agbakoba / Doranne Enterprises Po Box 41166 Austin, Tx 78704-0020	512-445-5406 doranneent@gmail.com	M/WDB	F/B	SL
40515	Gasoline, Automotive				
	BEN8308480 Benqwest L L C / Benqwest L L C 2300 E Ben White Blvd Austin, Tx 78741-7111	512-565-1048 512-233-0843 BENQWEST@YAHOO.COM	MBE	M/A	SL

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	VC0000102094 S&R Investments Inc / Arrow Oil Company Po Box 5877 Austin, Tx 78763	512-371-3222 512-371-3225 dsuewatson2@yahoo.com	WDB	F/R	SL
	VS0000023792 Isobel M Leos / Leos Service Station 1149 1/2 Airport Blvd Austin, Tx 78702	512-926-4110 512-926-4128 leosservicestation@sbcglobal.net	MDB	M/H	SL
67590 Weed Killers (Herbicides), Liquid	VS0000000829 Patricia K White / M S Supply 9901 Brodie Ln. Ste 160-284 Austin, Tx 78748	512-280-8911 866-260-4265 MSsupply@austin.rr.com	WDB	F/R	SL
92847 General Maintenance, Vehicle (Not Otherwise Classi	GTZ8305988 Gtz Machinery Repair Inc 3108 Linnet Dr Austin, Tx 78745-7529	512-496-1902 512-280-1502 gtzmach@austin.rr.com	MDB	M/H	SL
	NET8301304 Kaiser & Sons Inc / Network Auto Body 2035 Airport Blvd Austin, Tx 78722-1402	512-478-4597 512-474-1486 networkautobody@sbcglobal.net	MDB	M/A	SL
	PRE8321190 Pretty Clean Auto Detailing Service Inc / Pretty Clean Janitorial Service 1514 Ed Bluestein Ste 309 Austin, Tx 78721	512-386-8986 512-386-8775 BRIDGET@PRETTYCLEANDETAILING.COM	M/WDB	F/B	SL

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	VS0000028417 Jason M Ortiz / Alliance Body & Paint Shop 902 Prairie Trail Austin, Tx 78758	512-821-2555 512-821-3833 alliancebodysshop@att.net	MBE	M/A	SL
	GEO1318500 George Cox Automotive Inc 5225 E Cesar Chavez St Austin, Tx 78702-2218	512-385-3230 512-386-5540 DIANA@COXAUTOMOTIVE.COM	WBE	F/R	SL
96239 Hauling Services	ABC8302481 Abc Erosion Control Inc / Sanchez, Belinda Po Box 2251 Leander, Tx 78646-2251	512-259-3894 512-259-4467 ABC_EROSION@MSN.COM	M/WDB	F/H	SL
	ALV0166250 Alvin L Washington / Alvin Washington Trucking Po Box 14872 Austin, Tx 78761	512-339-2292 512-339-7219 ALVINALVNW2@AOL.COM	MBE	M/B	SL
	ASH8320459 Robert E. Ashford / Ash Nem Trucking 8521 Steamline Cir Austin, Tx 78745-8088	512-247-1293 512-351-8547 ASHNEMTRUCKING@HOTMAIL.COM	MBE	M/B	SL
	CGA8319026 C Garcia Trucking / Garcia, Carlos 12730 Laws Rd Buda, Tx 78610-9695	512-801-8945 512-243-3571 texasboring@yahoo.com	MBE	M/H	SL
	CHI8304845 Edgar Salazar / Chino'S Trucking 3004 E 2nd St Austin, Tx 78702-4844	512-470-1020 512-386-8228	MBE	M/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	DOU8314208 Double Sv Construction Inc 5500 Alomar Cv Del Valle, Tx 78617-3408	512-247-8445 512-247-9025 SALL@AUSTIN.RR.COM	MBE	M/H	SL
	GAM7038555 Alfredo Gamez / Gamez Trucking 1590 Mathias Lane Kyle, Tx 78640-4443	512-801-7893 512-376-2410	MBE	M/H	SL
	GPC8303500 G & P Contractors Inc 1315 Rich Ln Buda, Tx 78610-9561	512-312-5800 512-312-8144 gnpcontractors@aol.com	MDB	M/H	SL
	GRI8307347 Grimaldo Trucking / Grimaldo, Gonzalo 8601 Showers Dr Elgin, Tx 78621-5279	512-278-0043 --	MBE	M/H	SL
	GVE8306811 Gv Enterprise / Garza, Yolanda V 3040 Dacy Ln Buda, Tx 78610-5706	512-295-6352 512-295-6352	MBE	M/H	SL
	HET8305451 Hugh Ellison / H-E Trucking Co. 2124 Burton Dr Austin, Tx 78741	512-939-0272 512-524-5683	MDB	M/B	SL
	HHL7086095 H&H Foradory Construction Inc 9220 Maha Loop Del Valle, Tx 78617-5328	512-243-2378 512-243-1518 HENRYB@AUSTIN.RR.COM	MBE	M/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	VS0000027653 Juan Deanda Trucking Llc / Juan Deanda Trucking 556 Arbors Circle Elgin, Tx 78621	512-748-1537 512-285-6596 JDEANDA6@AUSTIN.RR.COM	MDB	M/H	SL
	VS0000031071 Melissa Raquel Mosquera / Mosqueras Trucking Company 13308 Vizquel Loop Del Valle, Tx 78617	512-848-4833 melissamosquera15@yahoo.com	M/WDB	F/H	SL
	VS0000032055 Mtr Services / Mtr Services Po Box 891 Manor, Tx 78653	512-693-1237 rodrigfrancis@hotmail.com	M/WBE	F/H	SL
	VS0000033435 Esteban Carbajal Figueroa / Figueroa'S Trucking 13328 Alysheba Dr Del Valle, Tx 78617	512-507-3113 zoila@ebcconstruction.com	MBE	M/H	SL
	ISI8304279 Isidoro Aburto Martinez / Isidoro Aburto Trucking 5516 Bitterwood Dr Austin, Tx 78724-5202	512-844-7931 512-926-3272	MDB	M/H	SL
	JAG8307217 Jag Trucking Inc 800 Private Rd 917 Georgetown, Tx 78626	512-864-9906 512-864-3121 GILLY@JAGTRUCKING.COM	MDB	M/H	SL
	JAR8315720 J A Road Boring 1000 Dacy Ln Kyle, Tx 78640-5143	512-677-6655 512-268-0974 agarcia1090@austin.rr.com	MBE	M/H	SL

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	JHA8309189 J Harper Construction Company Inc Po Box 6350 Austin, Tx 78762	512-472-8817 512-985-6727	MBE	M/B	SL
	JNM8305471 Jnm Construction Inc 11920 Jones Rd Manor, Tx 78653-5230	555-555-5555 512-272-4638	MDB	M/H	SL
	LEA2842000 Leal Bros Trucking Inc Po Box 142908 Austin, Tx 78714-2908	512-385-7625 512-389-5262	MDB	M/H	SL
	LIL7079660 Lillie'S Trucking Inc 1110 Radam Cir Austin, Tx 78745-3018	512-444-9562 512-444-3195	WBE	F/R	SL
	MAR7095015 Marie'S Trucking 2314 Wagon Crossing Path Austin, Tx 78744-4330	512-441-0775 512-441-0549 mariekellough@yahoo.com	M/WBE	F/A	SL
	MEL8302760 Melendrez Trucking Llc 11608 Moore Rd Austin, Tx 78719-9652	512-243-3977 512-243-3947 meltrks09@aol.com	M/WDB	F/H	SL
	MMT3262750 M & M Trucking 10811 San Jose Ave Del Valle, Tx 78617-5903	512-243-1266 512-243-1093	MDB	M/H	SL

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	MUN7143465 Muniz Concrete & Contracting Inc Po Box 6596 Austin, Tx 78762	512-385-2334 512-389-1446 rudy@munizcontracting.com	MDB	M/H	SL
	RDT7135280 Rita Durham / Rd Trucking 455 S Turnersville Rd Buda, Tx 78610-9548	512-295-3231 512-295-8911 rdcurly@yahoo.com	WBE	F/R	SL
	SAM7042190 Sam Kellough Trucking 2314 Wagon Crossing Path Austin, Tx 78744-4330	512-441-0775 512-441-0549 kelloughj@aol.com	MBE	M/B	SL
	TEX4863000 Texas Trucking Co Inc 3900 Shell Rd Georgetown, Tx 78628-9249	512-868-5558 512-930-0298 GEORGETTC@YAHOO.COM	MDB	M/H	SL
	TRA8314858 Pablo Martinez / Transportes Martinez 8408 Riverstone Dr Apt B Austin, Tx 78724	512-748-7456 512-276-3927 TRANSMRTZ@YAHOO.COM	MBE	M/H	SL
	VC0000100895 Aztec Trucking Inc P O Box 340072 Austin, Tx 78734	512-845-5477 512-261-0396 JASON@AZTECTRUCKINGINC.COM	MDB	M/H	SL
	VC0000101184 Travis Paving & Excavating Inc 1190 Fm 969 Bastrop, Tx 78602	512-303-9988 512-303-9977 TRAVISPAE@AOL.COM	M/WDB	F/H	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	VC0000101644 Cd Trucking Inc 8000 Margo Cove Buda, Tx 78610	512-243-1000 512-243-1204 CDTRUCKINGINC01@YAHOO.COM	MDB	M/H	SL
	VC0000102282 Cms 2 Trucking Inc Po Box 141423 Austin, Tx 78714-1423	512-431-1351 LHAULER@YAHOO.COM	MDB	M/B	SL
	VC0000102842 Mg Limon Corporation / Limon Construction 124 Juarez Cv Del Valle, Tx 78617	512-791-4369 512-291-6132 GLIMONHAULINGCO@YAHOO.COM	MDB	M/H	SL
	VC0000102940 Garcia J Contractors Inc 10005 Fm 1625 Austin, Tx 78747	512-965-4274 512-423-2723 JGARCIA7627@AUSTIN.RR.COM	MDB	M/H	SL
	VC0000103459 Comanche Xpress Llc / Comanche Xpress Po Box 144402 Austin, Tx 78714	512-771-2692 512-904-0022 COMANCHEEXPRESS@AUSTIN.RR.COM	MDB	M/B	SL
	VS0000003474 Juan Lopez / J.L.Trucking 250 Blackbird Ln Buda, Tx 78610	512-295-3201 512-295-3201 j.ltrucking@yahoo.com	MBE	M/H	SL
	VS0000004462 Ivy Rosalva Cruz / Ivy'S Trucking 7733 Marble Crest Dr. Austin, Tx 78747	512-577-6199	M/WBE	F/H	SL

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	VS0000004974 Carl Lee Elder / Cl Elder Trucking 14307 Varrelman Austin, Tx 78725	512-656-8193 512-330-4101	MDB	M/B	SL
	VS0000007285 Maurice King / Work-R-Haulit Trucking 17233 Sandwick Dr Pflugerville, Tx 78660	512-809-3021 mmking98@sbcglobal.net	MDB	M/B	SL
	VS0000010430 Ralph Anthony Wright / Raw Trucking 1716 Meander Dr Austin, Tx 78721	512-791-3644 512-420-8373 wright_ralph@yahoo.com	MDB	M/B	SL
	VS0000011662 Tony L. Mckee / Mckee Transportation 1748 Ohlen Rd, Apt #52 Austin, Tx 78757	512-848-4100 512-291-3221 McKeeTrans_06@yahoo.com	MDB	M/B	SL
	VS0000016519 Gordillo Trucking, Inc. 1100 Cedar Crest Drive Cedar Park, Tx 78613	512-417-2089 jgordillotrucking@yahoo.com	MDB	M/H	SL
	VS0000016867 Panther Creek Transportation Inc / Panther Creek Transportation Po Box 2715 Georgetown, Tx 78627	512-746-4224 512-746-5103 Natalia@panthercreektransportation.com	M/WDB	F/H	SL
	VS0000020137 Damian Magana / Magana Trucking 1720 Bayland St Round Rock, Tx 78664	512-308-8173 512-238-6232 Mmaganatrucking@aol.com	MDB	M/H	SL

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	VS0000020631 Rami Materials Transport Llc 7719 Mcangus Rd Del Valle, Tx 78617	512-845-8358 866-800-5957 RAMITRANS@AOL.COM	MDB	M/H	SL
	VS0000020694 Roderick Herndon / R Herndon Trucking 1155 Star Meadow Drive Kyle, Tx 78640	512- 57-98750 rherdon@austin.rr.com	MDB	M/B	SL
	VS0000021690 Benitez Transport 198 Covent Dr Kyle, Tx 78640	512-402-4056 512-504-9841 ebnitez339@gmail.com	MBE	F/H	SL
	VS0000021971 Antonio Ramos Lizardo / Lizardo Trucking 11105 Pearce Ln Del Valle, Tx 78617	512-779-2632 512-385-7301 lizardotrucking@hotmail.com	MDB	M/H	SL
	VS0000026614 Mario Franco / Franco'S Trucking 8212 Belclaire Ln Austin, Tx 78748	512-825-1982 512-371-3708 aracelifranco80@yahoo.com	MBE	M/H	SL
	VS0000026640 Jose Luis Cervantes / Cervantes Trucking 2110 Ponciana Loop Austin, Tx 78744	512-844-9828 cervantestrucking86@yahoo.com	MBE	M/H	SL
98176	Traffic Control Equipment and Accessories Rental o				
	CEN7157640 Central Texas Barricade Inc Po Box 1088 Bastrop, Tx 78602-1088	512-581-9555 512-303-9977	M/WBE	F/H	SL

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	NLI8310177 N-Line Traffic Maintenance 9519 E Us Hwy 290 Austin, Tx 78724-2315	512-836-0808 512-836-2575 victor@n-linetraffic.com	WDB	F/R	SL
	ROA7009475 Roadway Specialties Inc Po Box 90309 Austin, Tx 78709-0309	512-280-6666 512-280-6066 STACEY@ROADWAYSPECIALTIES.COM	WDB	F/R	SL
98887 Tree Trimming, Utility Lines (Energized) OSHA 29CFR 1910.269	VC0000101862 Gtt & Preferred Landscaping Inc / Garcia'S Tree Trimming 8409 Indian Smt Austin, Tx 78737	512-288-2867 866-268-9597 ALEX.LOPEZ@GARCIASTREETTRIMMING.COM	MDB	M/H	SL

Total in SLBP 69

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability
 Rev. No: 2.00 Selection Criteria: ALL Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
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Vendors Outside the SLBP Area

3453248	KITS, FIRST AID	FMW1899500	936-449-6059	WDB	F/R	TX
		Fmw Distributors Inc	936-449-6907			
		58 Brookgreen Cir S	fran@fmw411.com			
		Montgomery, Tx 77356-8360				
		SAF4069750	800-873-9033	WDB	F/R	TX
		Safety Supply Inc	800-873-9036			
		11827 Tech Com #114	joan@safetysupplyinc.com			
		San Antonio, Tx 78233				
		STA8309511	713-680-0482	MBE	M/H	TX
		Standard Cement Materials Inc	713-680-1017			
		5710 W 34th St Ste A	mtamez@standardcement.com			
		Houston, Tx 77092-6520				
		ZUM5288500	713-256-9585	MBE	M/B	TX
		Zumo Corp	713-456-2616			
		P. O. Box 38447	DAVIS1148@SBCGLOBAL.NET			
		Houston, Tx 77238-8447				
44509	Blades: Handsaw, (Powered) Circular, and Reciproca	ZUM5288500	713-256-9585	MBE	M/B	TX
		Zumo Corp	713-456-2616			
		P. O. Box 38447	DAVIS1148@SBCGLOBAL.NET			
		Houston, Tx 77238-8447				
96239	Hauling Services	BIL7127770	210-622-3019	MDB	M/H	TX
		Bill Hall Jr Trucking Co	210-622-5352			
		9630 Cagnon Rd	deeslaughter@billhalljrtrucking.com			
		San Antonio, Tx 78252-2213				

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No: 0 Adhoc Availability

Rev. No: 2.00

Selection Criteria: ALL

Commodity Type NIGP

C Code & NIGP / CSI Code Description	Vendor Code & Address	Phone / Fax / Email	W/MB Code	G/E	LCTN
	VS0000027560 Sar Transportation, L.L.C. 1101 Jarvis Road Saginaw, Tx 76179-5612	817-232-2599 817-232-0955 pam@sartrans.com	WDB	F/R	TX
	SER8313719 Serviceline Transport Po Box 340 Weir, Tx 78674-0340	512-864-9292 512-863-4602 tpek1@yahoo.com	WDB	F/R	TX
	VC0000102566 Flying G Trucking Llc 15351 E Hwy 90 Kingsbury, Tx 78368	830-743-0793 830-875-9428 FGT359@YAHOO.COM	MBE	M/B	TX
				Total out of SLBP	8
				Total in SLBP:	69
				Total out of SLBP:	8
				Total Count:	77

Abc Erosion Control Inc / Sanchez, Belinda
Po Box 2251
Leander Tx, 78646-2251

Bill Hall Jr Trucking Co
9630 Cagnon Rd
San Antonio Tx, 78252-2213

Double Sv Construction Inc
5500 Alomar Cv
Del Valle Tx, 78617-3408

Alfredo Gamez / Gamez Trucking
1590 Mathias Lane
Kyle Tx, 78640-4443

C Garcia Trucking / Garcia, Carlos
12730 Laws Rd
Buda Tx, 78610-9695

Edgar Salazar / Chino'S Trucking
3004 E 2nd St
Austin Tx, 78702-4844

All Points Inspection Svcs Inc
6448 Hwy 290 Ste C110
Austin Tx, 78723-1068

Carl Lee Elder / Cl Elder Trucking
14307 Varrelman
Austin Tx, 78725

Esteban Carbajal Figueroa / Figueroa'S Trucking
13328 Alysheba Dr
Del Valle Tx, 78617

Alvin L Washington / Alvin Washington Trucking
Po Box 14872
Austin Tx, 78761

Cd Trucking Inc
8000 Margo Cove
Buda Tx, 78610

Flying G Trucking Llc
15351 E Hwy 90
Kingsbury Tx, 78368

Antonio Ramos Lizardo / Lizardo Trucking
11105 Pearce Ln
Del Valle Tx, 78617

Central Texas Barricade Inc
Po Box 1088
Bastrop Tx, 78602-1088

Fmw Distributors Inc
58 Brookgreen Cir S
Montgomery Tx, 77356-8360

Austin First Aid Products
12612 Redbud Trl
Buda Tx, 78610-9325

Cms 2 Trucking Inc
Po Box 141423
Austin Tx, 78714-1423

G & P Contractors Inc
1315 Rich Ln
Buda Tx, 78610-9561

Aztec Trucking Inc
P O Box 340072
Austin Tx, 78734

Comanche Xpress Llc / Comanche Xpress
Po Box 144402
Austin Tx, 78714

Garcia J Contractors Inc
10005 Fm 1625
Austin Tx, 78747

Benitez Transport
198 Covent Dr
Kyle Tx, 78640

Damian Magana / Magana Trucking
1720 Bayland St
Round Rock Tx, 78664

George Cox Automotive Inc
5225 E Cesar Chavez St
Austin Tx, 78702-2218

Benqwest L L C / Benqwest L L C
2300 E Ben White Blvd
Austin Tx, 78741-7111

Dorothy Agbakoba / Doranne Enterprises
Po Box 41166
Austin Tx, 78704-0020

Gordillo Trucking, Inc.
1100 Cedar Crest Drive
Cedar Park Tx, 78613

Grimaldo Trucking / Grimaldo, Gonzalo 8601 Showers Dr Elgin Tx, 78621-5279	J Harper Construction Company Inc Po Box 6350 Austin Tx, 78762	M & M Trucking 10811 San Jose Ave Del Valle Tx, 78617-5903
Gtt & Preferred Landscaping Inc / Garcia'S Tree Trimming 8409 Indian Smt Austin Tx, 78737	Jag Trucking Inc 800 Private Rd 917 Georgetown Tx, 78626	Marie'S Trucking 2314 Wagon Crossing Path Austin Tx, 78744-4330
Gtz Machinery Repair Inc 3108 Linnet Dr Austin Tx, 78745-7529	Jason M Ortiz / Alliance Body & Paint Shop 902 Prairie Trail Austin Tx, 78758	Mario Franco / Franco'S Trucking 8212 Belclaire Ln Austin Tx, 78748
Gv Enterprise / Garza, Yolanda V 3040 Dacy Ln Buda Tx, 78610-5706	Jnm Construction Inc 11920 Jones Rd Manor Tx, 78653-5230	Maurice King / Work-R-Haulit Trucking 17233 Sandwick Dr Pflugerville Tx, 78660
H&H Foradory Construction Inc 9220 Maha Loop Del Valle Tx, 78617-5328	Jose Luis Cervantes / Cervantes Trucking 2110 Ponciana Loop Austin Tx, 78744	Melendrez Trucking Llc 11608 Moore Rd Austin Tx, 78719-9652
Hugh Ellison / H-E Trucking Co. 2124 Burton Dr Austin Tx, 78741	Juan Deanda Trucking Llc / Juan Deanda Trucking 556 Arbors Circle Elgin Tx, 78621	Melissa Raquel Mosquera / Mosqueras Trucking Compan 13308 Vizquel Loop Del Valle Tx, 78617
Isidoro Aburto Martinez / Isidoro Aburto Trucking 5516 Bitterwood Dr Austin Tx, 78724-5202	Juan Lopez / J.L.Trucking 250 Blackbird Ln Buda Tx, 78610	Mg Limon Corporation / Limon Construction 124 Juarez Cv Del Valle Tx, 78617
Isobel M Leos / Leos Service Station 1149 1/2 Airport Blvd Austin Tx, 78702	Kaiser & Sons Inc / Network Auto Body 2035 Airport Blvd Austin Tx, 78722-1402	Mtr Services / Mtr Services Po Box 891 Manor Tx, 78653
Ivy Rosalva Cruz / Ivy'S Trucking 7733 Marble Crest Dr. Austin Tx, 78747	Leal Bros Trucking Inc Po Box 142908 Austin Tx, 78714-2908	Muniz Concrete & Contracting Inc Po Box 6596 Austin Tx, 78762
JA Road Boring 1000 Dacy Ln Kyle Tx, 78640-5143	Lillie'S Trucking Inc 1110 Radam Cir Austin Tx, 78745-3018	N-Line Traffic Maintenance 9519 E Us Hwy 290 Austin Tx, 78724-2315

Pablo Martinez / Transportes Martinez
8408 Riverstone Dr Apt B
Austin Tx, 78724

S&R Investments Inc / Arrow Oil Company
Po Box 5877
Austin Tx, 78763

Panther Creek Transportation Inc / Panther Creek Transporta
Po Box 2715
Georgetown Tx, 78627

Safety Supply Inc
11827 Tech Com #114
San Antonio Tx, 78233

Patricia K White / M S Supply
9901 Brodie Ln. Ste 160-284
Austin Tx, 78748

Sam Kellough Trucking
2314 Wagon Crossing Path
Austin Tx, 78744-4330

Pretty Clean Auto Detailing Service Inc / Pretty Clean Janito
1514 Ed Bluestein Ste 309
Austin Tx, 78721

Sar Transportation, L.L.C.
1101 Jarvis Road
Saginaw Tx, 76179-5612

Ralph Anthony Wright / Raw Trucking
1716 Meander Dr
Austin Tx, 78721

Serviceline Transport
Po Box 340
Weir Tx, 78674-0340

Rami Materials Transport Llc
7719 Mcangus Rd
Del Valle Tx, 78617

Standard Cement Materials Inc
5710 W 34th St Ste A
Houston Tx, 77092-6520

Rita Durham / Rd Trucking
455 S Turnersville Rd
Buda Tx, 78610-9548

Texas Trucking Co Inc
3900 Shell Rd
Georgetown Tx, 78628-9249

Roadway Specialties Inc
Po Box 90309
Austin Tx, 78709-0309

Tony L. Mckee / Mckee Transportation
1748 Ohlen Rd, Apt #52
Austin Tx, 78757

Robert E. Ashford / Ash Nem Trucking
8521 Steamline Cir
Austin Tx, 78745-8088

Travis Paving & Excavating Inc
1190 Fm 969
Bastrop Tx, 78602

Roderick Herndon / R Herndon Trucking
1155 Star Meadow Drive
Kyle Tx, 78640

Zumo Corp
P. O. Box 38447
Houston Tx, 77238-8447

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

SOLICITATION NUMBER: SMH0123

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 98887

DESCRIPTION: Tree Trimming, Utility Lines (Energized)
OSHA 29CFR 1910.269

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

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title