



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

SOLICITATION NO: EAD0253

COMMODITY/SERVICE DESCRIPTION: Aggregate Materials - Sand & Gravel

DATE ISSUED: 6/13/16

NON-MANDATORY PRE-BID CONFERENCE TIME AND DATE: 6/22/16, 9 AM – 10 AM

REQUISITION NO.: 15121600159

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

LOCATION: Municipal Building, 124 W. 8th Street, Austin, TX 78701 – 3rd Floor Conference Room

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

CALL IN INFORMATION: 512-974-9300 Code: 203078

BID DUE PRIOR TO: 2:00 PM, Central time, 7/12/16

BID OPENING TIME AND DATE: 2:15 PM, Central time, 7/12/16

Joshua Pace
 Buyer II
Phone: (512) 974-3127
E-Mail: Joshua.Pace@austintexas.gov

COMPLIANCE PLAN DUE PRIOR TO: 2:00 PM, Central time, 7/12/16

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # EAD0253	Purchasing Office-Response Enclosed for Solicitation # EAD0253
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY IN PDF ON A FLASH DRIVE OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION	2
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET - Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	23
Attachment A	Zones	1
Attachment B	Availability List	5
Attachment C	Mailing Labels	2

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

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

Answer: _____

CITY OF AUSTIN



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

Project Name: Aggregate Materials – Sand & Gravel

Project/Solicitation Number: IFB 220 EAD0253

Date: 06/13/2016

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MBE/WBE GOALS

Annual/Project Participation Goals:			Annual/Project Participation Subgoals:		
MBE		%		African American	%
WBE		%	OR	Hispanic	%
MBE/WBE	1.37	%		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 Ordinance for Professional Services (Chapter 2-9D of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9D apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9D and SMBR Rules may be obtained online at <http://www.austintexas.gov/department/small-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid agree to abide by the City’s Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City’s MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm 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 Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders 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 2-9D-21 of the City Code and Section 9.1 of the Rules. Bidders 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 Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if it is anticipated the project goals will not be 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 SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

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

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

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date 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 Bidder 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. ***Compliance Plans not complying with the 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 Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder 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. Bidder 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. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

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 Bidder 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 Bidder. 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 Bidder 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 Bidder 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 are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write “N/A” in the first box on this page.

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 Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and **submit documentation for the stated reason if applicable**. If Bidder did meet the project goals, please indicate “Goals Met” in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder’s subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder 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 subcontractor work may not be counted toward the goals based on the initial subcontractor’s MBE/WBE certification. The value of the second-level subcontractor 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, Bidder 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, Bidder may contact the alternate trucking subcontractors in the order that Bidder 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. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder 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 Bidder 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 Bidder cannot achieve the goals or subgoals, documentation of the Bidder'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 Bidder 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 Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder 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, Bidders **must** contact **all** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified 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 Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder 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 these 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:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-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 Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder'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 Bidder 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 Bidder 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 proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. 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 subconsulting; 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 Bidder 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 consultants' or groups in the applicable field for the type of work described in this solicitation; 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 Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.
- (B) Whether the Bidder 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 Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

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

Bidders 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 Bidder'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 Consultant).

- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all proposals received in response to Bidder contacting other Firms.

POST-AWARD INSTRUCTIONS

Letter of Intent

The Low Bidder 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 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 subconsulting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

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 Bidder 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 Bidder. 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

Bidders 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 Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder 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 Bidder 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 Bidder 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 Bidder. 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 Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9D of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting 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 2-9D-25 of the City Code and SMBR Rule 11.5 for additional information.

IFB – MBE/WBE COMPLIANCE PLAN

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

Section I — Project Identification and Goals

Project Name	Aggregate Materials – Sand & Gravel
Solicitation Number	

Combined Goal	
MBE/WBE	1.37%

Section II — Bidder Company Information

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor ID #: _____</i> If No, please note: All vendors and subcontractors/consultants must register with COA’s Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please indicate:</i> 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 2-9D.*

Reviewing Counselor _____

Date _____

*I have reviewed this compliance plan and **Concur** or **Do Not Concur** with recommendation.*

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	\$	%

Bidder'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 V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed**

Note:

- Fill in all the blanks.
- 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.

Are Goals Met? Yes No If no, state reason(s) below and attach documentation:

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

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

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

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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.
- 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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate 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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

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*)
 List Methods: _____
 Yes No
 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*)? **If yes, please attach.** Yes No
 5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes No
 6. Were additional elements of work identified to achieve the goals or subgoals?
 If yes, please explain: _____
 Yes No
 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.***)

Copy of written solicitation sent to MBE/WBEs in SLBP area	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of advertisements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder’s written notice? (<i>i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at Municipal Building, 124 W. 8th Street, Austin, TX 78701.

Name of Project: _____
 Project/Solicitation Number: _____
 Location of Pre-bid Conference (if any) _____

 Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

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

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
 (Name) (Telephone) (Fax)

 (Email)

All Responses 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

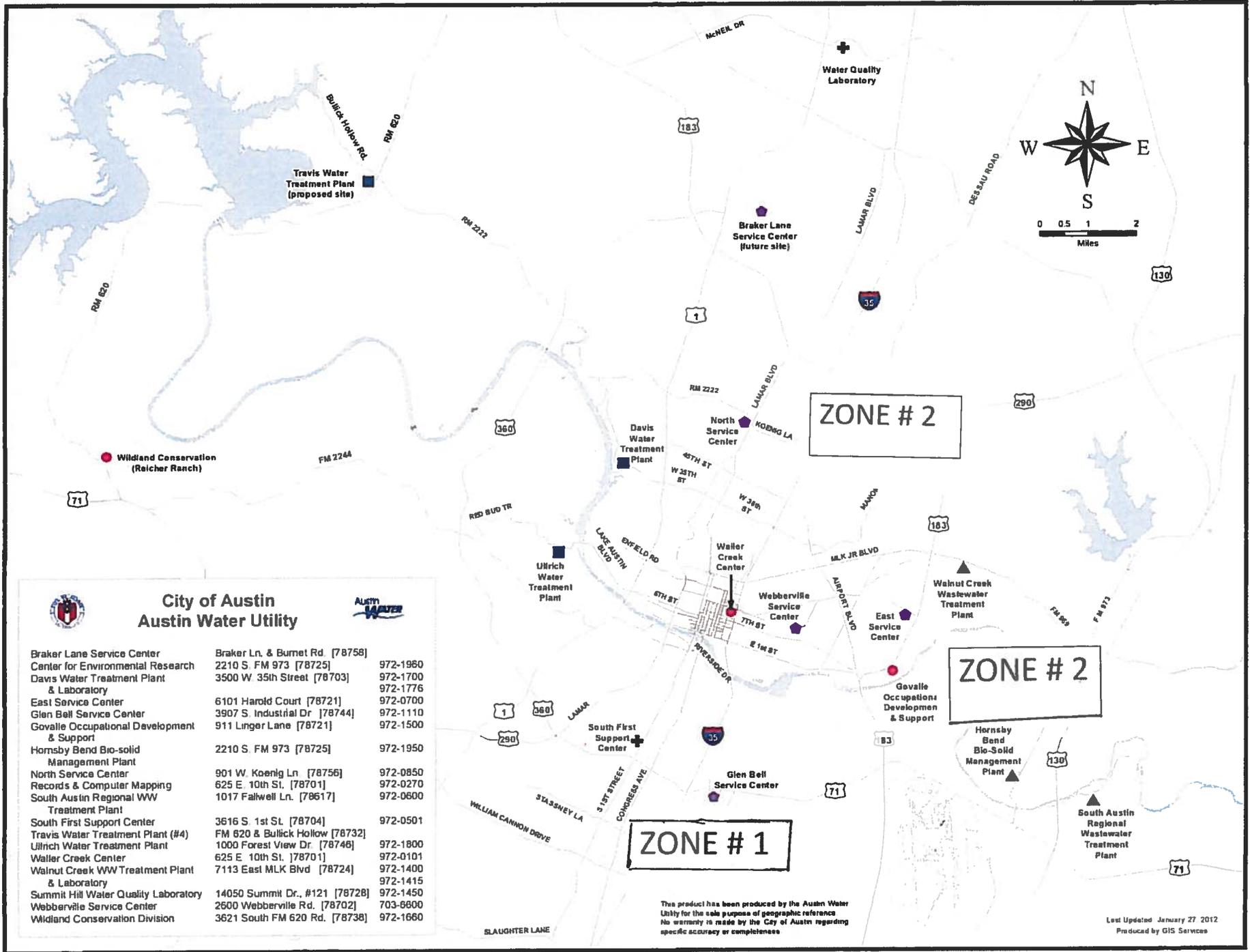
STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

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

Notary Public
*Including Suppliers, Manufacturers, Alternates

Notary Public

Attachment A



City of Austin Austin Water Utility



Braker Lane Service Center	Braker Ln. & Burnet Rd. [78758]	972-1960
Center for Environmental Research	2210 S. FM 973 [78725]	972-1700
Davis Water Treatment Plant & Laboratory	3500 W 35th Street [78703]	972-1776
East Service Center	6101 Harold Court [78721]	972-0700
Glen Bell Service Center	3907 S. Industrial Dr [78744]	972-1110
Govalle Occupational Development & Support	911 Linger Lane [78721]	972-1500
Hornsby Bend Bio-solid Management Plant	2210 S. FM 973 [78725]	972-1950
North Service Center	901 W. Koenig Ln [78756]	972-0850
Records & Computer Mapping	625 E. 10th St. [78701]	972-0270
South Austin Regional WWT Treatment Plant	1017 Fallwell Ln. [78617]	972-0600
South First Support Center	3616 S. 1st St. [78704]	972-0501
Travis Water Treatment Plant (#4)	FM 620 & Bullock Hollow [78732]	972-1800
Ulrich Water Treatment Plant	1000 Forest View Dr. [78746]	972-0101
Waller Creek Center	625 E. 10th St. [78701]	972-1400
Walnut Creek WWT Treatment Plant & Laboratory	7113 East MLK Blvd [78724]	972-1415
Summit Hill Water Quality Laboratory	14050 Summit Dr., #121 [78728]	972-1450
Webberville Service Center	2600 Webberville Rd. [78702]	703-8600
Wildland Conservation Division	3621 South FM 620 Rd. [78738]	972-1660

This product has been produced by the Austin Water Utility for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Last Updated: January 27, 2012
Produced by GIS Services

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

Attachment B

Solicitation No.: IFB 2200 EAD0253 Aggregate Materials - Sand & Gravel

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
----------------------	---------------	-----------------	-----------	-----	------

Vendors Within the SLBP Area

75077 Sand and Gravel

MAT8314956 MATERIALS PRODUCTS INTERNATIONAL LTD Po Box 141156 Austin Tx 78714-1156	512-821-3303 512-821-3449 JESSE@MPI-AUSTIN.COM	MDB	M/Hispanic	AU
--	--	-----	------------	----

96239 Hauling Services

VC0000102408 ALVIN WASHINGTON TRUCKING INC Po Box 14872 Austin Tx 78761	512-339-2292 512-339-7219 a.washingtontruckn@yahoo.com	MDB	M/African American	AU
VC0000101882 BARBARA WHITE 9701 Wayside Blvd Austin Tx 78724	512-626-7642 512-933-9699 bwbmwtrucking@gmail.com	MWDB	F/African American	AU
V00000922619 BENITO MUNOZ Po Box 70 Maxwell Tx 78656	5127498126 5123574065 erikrmunoz@yahoo.com	MDB	M/Hispanic	LO
V00000915488 BRIDGET C THOMAS 2021 Airport Blvd Austin Tx 78722	512-382-9285 5123829299 bubblez.suddz.carwash@gmail.com	MWDB	F/African American	AU
V00000901790 Bedrock Transportation, LLC 13492 Research Blvd Suite 120-622 Austin Tx 78750-2254	512-535-5580 5125191105 leslie@bedrocktransportation.com	WDB	F/Caucasian	AU
CGA8319026 C GARCIA TRUCKING 12730 Laws Rd Buda Tx 78610-9695	512-801-8945 512-243-3571 texasboring@yahoo.com	MDB	M/Hispanic	SL
V00000916591 CLAUDIA SERNA 2700 Cherry Blossom Ct San Marcos Tx 78666	512-466-7084 5123924726 serna.trucking@gmail.com	MWDB	F/Hispanic	SL
VC0000102282 CMS 2 TRUCKING INC Po Box 141423 Austin Tx 78714-1423	512-431-1351 LHAULER@YAHOO.COM	MDB	M/African American	AU

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

Attachment B

Solicitation No.: IFB 2200 EAD0253 Aggregate Materials - Sand & Gravel

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	VC0000103459 COMANCHE XPRESS LLC Po Box 144402 Austin Tx 78714	512-771-2692 512-904-0022 COMANCHEEXPRESS@AUSTIN.RR.COM	MDB	M/African American	AU
	V00000911561 Cantu Construction Inc 14806 Eilers Rd Austin Tx 78719	512-844-5545 5122439650 cantu-construction-inc@hotmail.com	MDB	M/Hispanic	AU
	V00000911499 Cynthia Cueva-Luna Po Box 3560 Pflugerville Tx 78691	512-769-0752 8883554419 alphatransportation@hotmail.com	MWDB	F/Hispanic	SL
	V00000935995 Felis Balderas Sr. 6803 Viewing Place Austin Tx 78719	5124481420 5124481420 f.balderasfamily@hotmail.com	MDB	M/Hispanic	AU
	HHL7086095 H&H FORADORY CONSTRUCTION INC 9220 Burkland Farms Road Del Valle Tx 78617-5328	512-243-2378 512-243-1518 HENRYB@AUSTIN.RR.COM	MDB	M/Hispanic	AU
	VS0000004462 Ivy Rosalva Cruz 7733 Marble Crest Dr. Austin Tx 78747	512-577-6199	MWDB	F/Hispanic	AU
	JAR8315720 J A ROAD BORING 1000 Dacy Ln Kyle Tx 78640-5143	512-268-4312 512-268-0974 jaroadboring@yahoo.com	MB	M/Hispanic	SL
	JAG8307217 JAG TRUCKING INC 800 Private Rd 917 Georgetown Tx 78626	512-864-9906 512-864-3121 GILLY@JAGTRUCKING.COM	MDB	M/Hispanic	SL
	V00000929975 JIMMY ARREDONDO 130 Escondido Dr Del Valle Tx 78617	5128445976 lonestartrucking@austin.rr.com	MDB	M/Hispanic	AU
	VS0000027653 JUAN DEANDA TRUCKING LLC 5101 Hwy 21 Maxwell Tx 78656	512-748-1537 5122856596 juandeandatruckingllc@yahoo.com	MDB	M/Hispanic	LO
	LIL7079660 LILLIE'S TRUCKING INC 1110 Radam Cir Austin Tx 78745-3018	512-444-9562 email@notprovided.xxx	WB	F/Caucasian	AU

City of Austin Subcontract Vendor List - VCRCVS

Attachment B

Solicitation No.: IFB 2200 EAD0253 Aggregate Materials - Sand & Gravel

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000925782 Lewis Clark Trucking, LLC 14815 Avery Ranch Blvd Unit 2302 Austin Tx 78717	3134024398 citytransportersinc@gmail.com	MDB	M/African American	AU
	MAR7095015 MARIE'S TRUCKING 2314 Wagon Crossing Path Austin Tx 78744-4330	512-441-0775 512-441-0549 mariekellough@yahoo.com	MWDB	F/Asian	AU
	MEL8302760 MELENDREZ TRUCKING LLC 11608 Moore Rd Austin Tx 78719-9652	512-243-3977 512-243-3947 meltrks@melendreztrucking.com	MWDB	F/Hispanic	AU
	VC0000102842 MG LIMON CORPORATION 124 Juarez Cv Del Valle Tx 78617	512-791-4369 512-291-6132 GLIMONHAULINGCO@YAHOO.COM	MDB	M/Hispanic	AU
	MUN7143465 MUNIZ CONCRETE & CONTRACTING INC Po Box 6596 Austin Tx 78762	512-385-2334 512-389-1446 rudy@munizcontracting.com	MDB	M/Hispanic	AU
	VS0000016867 PANTHER CREEK TRANSPORTATION INC Po Box 2715 Georgetown Tx 78627	512-746-4224 512-746-5103 Natalia@panthercreektransportation.com	MWDB	F/Hispanic	SL
	VS0000020631 RAMI MATERIALS TRANSPORT LLC 7719 Mcangus Rd Del Valle Tx 78617	512-845-8358 866-800-5957 RAMITRANS@AOL.COM	MDB	M/Hispanic	AU
	MMT3262750 ROBERT M MEDEL SR 10811 San Jose Ave Del Valle Tx 78617-5903	5127362051 512-243-1093 carrillo1957@aol.com	MDB	M/Hispanic	AU
	VS0000010430 Ralph Anthony Wright 1716 Meander Dr Austin Tx 78721	512-791-3644 512-420-8373 wright_ralph@yahoo.com	MDB	M/African American	AU
	V00000905724 Robert E Ashford P O Box 16478 Austin Tx 78761	512-247-1293 ashnemtrucking@hotmail.com	MDB	M/African American	AU
	V00000933636 Robert M Medel 10811 San Jose Venue Del Valle Tx 78617	5128500827 5122439414 medeltrucking@yahoo.com	MDB	M/Hispanic	AU

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

Attachment B

Solicitation No.: IFB 2200 EAD0253 Aggregate Materials - Sand & Gravel

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
SAM7042190 SAMMIE J KELLOUGH 2314 Wagon Crossing Path Austin Tx 78744-4330		512-441-0775 512-441-0549 kelloughj@aol.com	MDB	M/African American	AU
DOU8314208 SETO VARGAS UTILITIES INC 5300 Navarro Creek Rd Del Valle Tx 78617		5125609972 yeyevargas@yahoo.com	MB	M/Hispanic	AU
TEX4863000 TEXAS TRUCKING CO INC 3900 Shell Rd Georgetown Tx 78628-9249		512-868-5558 512-930-0298 GEORGETTC@YAHOO.COM	MDB	M/Hispanic	SL
VC0000101184 TRAVIS PAVING & EXCAVATING INC 1190 Fm 969 Bastrop Tx 78602		512-303-9988 512-303-9977 TRAVISPAE@AOL.COM	MWDB	F/Hispanic	SL
TRI7012850 TRI RECYCLING INC Po Box 26499 Austin Tx 78755-0499		512-329-0172 512-329-0174 trirecycle@aol.com	MDB	M/Hispanic	AU
V00000907221 Two Brother General Contractor Corp. 10430 Fm 812 Austin Tx 78719		512-720-0140 5124285538 twobrothergc7@yahoo.com	MDB	M/Hispanic	AU

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

Attachment B

Solicitation No.: IFB 2200 EAD0253 Aggregate Materials - Sand & Gravel

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
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Vendors Outside the SLBP Area

96239 Hauling Services

V00000917830 Earthco Landscape Construction LLC 4500 Williams Dr. Suite 212-108 Georgetown Tx 78633	5128187015 5129438333 earthcolc@aol.com	MDB	M/African American	TX
VS0000027560 SAR Transportation, L.L.C. 1101 Jarvis Road Saginaw Tx 76179-5612	817-232-2599 817-232-0955 pam@sartrans.com	WDB	F/Caucasian	TX

Total in SLBP:	37
Total Outside SLBP:	2

MATERIALS PRODUCTS
INTERNATIONAL LTD

Po Box 141156
Austin, Tx 78714-1156

BENITO MUNOZ
BM TRANSPORT
Po Box 70
Maxwell, Tx 78656

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

COMANCHE XPRESS LLC
COMANCHE XPRESS
Po Box 144402
Austin, Tx 78714

Earthco Landscape Construction LLC

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

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

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

Lewis Clark Trucking, LLC

14815 Avery Ranch Blvd Unit 2302
Austin, Tx 78717

MG LIMON CORPORATION
LIMON CONSTRUCTION
124 Juarez Cv
Del Valle, Tx 78617

RAMI MATERIALS TRANSPORT LLC

7719 Mcangus Rd
Del Valle, Tx 78617

ALVIN WASHINGTON TRUCKING INC

Po Box 14872
Austin, Tx 78761

BRIDGET C THOMAS
BUBBLE'Z & SUDD'Z
2021 Airport Blvd
Austin, Tx 78722

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

Cantu Construction Inc

14806 Eilers Rd
Austin, Tx 78719

Felis Balderas Sr.
F. Balderas Trucking
6803 Viewing Place
Austin, Tx 78719

J A ROAD BORING

1000 Dacy Ln
Kyle, Tx 78640-5143

JUAN DEANDA TRUCKING LLC
JUAN DEANDA TRUCKING
5101 Hwy 21
Maxwell, Tx 78656

MARIE'S TRUCKING

2314 Wagon Crossing Path
Austin, Tx 78744-4330

MUNIZ CONCRETE & CONTRACTING
INC

Po Box 6596
Austin, Tx 78762

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

BARBARA WHITE
BMW TRUCKING
9701 Wayside Blvd
Austin, Tx 78724

Bedrock Transportation, LLC

13492 Research Blvd Suite 120-622
Austin, Tx 78750-2254

CMS 2 TRUCKING INC

Po Box 141423
Austin, Tx 78714-1423

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

H&H FORADORY CONSTRUCTION
INC

9220 Burklund Farms Road
Del Valle, Tx 78617-5328

JAG TRUCKING INC

800 Private Rd 917
Georgetown, Tx 78626

LILLIE'S TRUCKING INC

1110 Radam Cir
Austin, Tx 78745-3018

MELENDREZ TRUCKING LLC

11608 Moore Rd
Austin, Tx 78719-9652

PANTHER CREEK
TRANSPORTATION INC
Panther Creek Transportation
Po Box 2715
Georgetown, Tx 78627

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

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

Robert M Medel
Medel Trucking
10811 San Jose Venue
Del Valle, Tx 78617

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

SAR Transportation, L.L.C.

1101 Jarvis Road
Saginaw, Tx 76179-5612

SETO VARGAS UTILITIES INC

5300 Navarro Creek Rd
Del Valle, Tx 78617

TEXAS TRUCKING CO INC

3900 Shell Rd
Georgetown, Tx 78628-9249

TRAVIS PAVING & EXCAVATING INC

1190 Fm 969
Bastrop, Tx 78602

TRI RECYCLING INC

Po Box 26499
Austin, Tx 78755-0499

Two Brother General Contractor Corp.

10430 Fm 812
Austin, Tx 78719

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than close of business 6/22/16.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve 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 180 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are annual estimates for the first year of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS:**
- A. The Gem Sand will be delivered to the following locations:
 - o **Tim Louvier Service Center**
Construction Services Division
6301 B Harold Ct.
Austin, TX 78721
Contact Person: Regina Luna (512) 972-1203
 - o **Glen Bell Service Center**
3907 S. Industrial Blvd.

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Austin, TX 78744
Contact Person: Regina Luna (512) 972-1203

- **North Service Center**
10414 McKala Place
Austin, TX 78758
Contact Person: Regina Luna (512) 972-1203
- **Aviation Department**
3819 Bergstrom Drive
Austin, TX 78719
Contact Persons: Billy Aguero (512) 530-6372 or Marvin Merriweather (512) 530-6396
- **Watershed Protection Department**
901 Dalton Lane
Austin, TX 78742
Contact Person: Julius Ochoa (512) 974-1522 or John Jerrell (512) 974-1521

- B. The Washed Gravel 1 ½" will be delivered to multiple locations as indicated in Section 0600 Bid Sheet.
- C. The Contractor shall provide a three (3) part delivery ticket for each delivery. The Delivery ticket shall include, the type and amounts of aggregate material delivered and date. The City supervisor or designee at the delivery site will verify the ticket. The Contractor shall provide the City supervisor or designee with one copy.
- D. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- E. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

7. SAMPLES – QUALIFIED PRODUCTS LIST (QPL) and/or STANDARD PRODUCTS LIST (SPL):

- A. If requested, Offeror shall submit a sample of all proposed "equal" non-QPL and/or non-SPL products included in the Offer. The City reserves the right to test any "equal" non-QPL and/or non-SPL product

**CITY OF AUSTIN
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that is offered prior to determination of award. If the amount of time required for testing exceeds ten (10) calendar days from the date of receipt of the sample, the City may award to Offerors with pretested products. The product will still be tested and if it meets specifications, will be added to the QPL and or SPL for future Solicitations.

- B. Address to send samples will be provided upon request.
- C. Products must be available within forty-eight (48) hours after Solicitation Due Date at no charge to the City for testing and evaluation.
- D. All products (except brand-name) provided to the City under this Solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- E. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

8. LIVING WAGES:

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

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

- A. Invoices shall be mailed to address listed on each delivery order.

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- B. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. In addition to the information required in Section 0300, invoices shall also contain:
- truck number and driver's name
 - loading date and time of day
 - detailed list of commodities picked up
 - truck tare and loaded tonnage
- C. The Contractor shall submit invoices for each delivery that is indicated on the Delivery Order at the time of delivery.
- D. The Contractor shall include with the invoice the delivery ticket that was signed by the City supervisor or designee at the time of delivery.
- E. Invoices shall be itemized and the unit price shall reflect the unit price included in the awarded supply agreement at the time of Contract or Amendment to Contract.
- F. 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.

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

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

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

- A. Access to the Austin Water Department, Aviation Department, Watershed Protection Department or other City departments by the Contractor, all subcontractors, and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water Department, Aviation Department, Watershed Protection Department at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any

**CITY OF AUSTIN
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Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

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

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

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

13. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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

Weight % or \$ of Base Price: 85%	
Database Name: Producer Price Index	
Series ID: PCU2123212123210	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Construction sand and gravel (run of pit/bank, washed, screened, etc)	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

Weight % or \$ of Base Price: 15%	
Database Name: Producer Price Index	
Series ID: PCU484110484110P	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: General freight trucking, local	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index

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Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
15. **CONTRACT MANAGERS:** The following people are designated as Contract Managers, and will act as the contact points between the City and the Contractor during the term of the Contract:

Darrell Richmond – Austin Water

Email: Darrell.Richmond@austintexas.gov

Phone 512-974-2939

Marsha Wells – Aviation Department

Email: Marsha.Wells@austintexas.gov

Phone 512-974-2939

Donna Lee Bliss – Watershed Protection Department

Email: Donna-Lee.Bliss@austintexas.gov

Phone 512-974-2530

*Note: The above listed Contract Managers are not the authorized Contact Person(s) for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Managers or anyone other than the authorized Contact Person is prohibited during the no contact period.

**CITY OF AUSTIN
PURCHASING OFFICE
GEM SAND AND WASHED GRAVEL AGGREGATE**

1.0 PURPOSE

This specification establishes the minimum requirements for the purchase of gem sand and washed gravel aggregate to be used for City of Austin projects at various locations and worksites to be delivered to City specified sites within the City of Austin and City of Austin ETJ.

The City reserves the right to make multiple awards based on individual or groups of specific line items, cost, geographic location, convenience, or any criteria deemed most advantageous to the City. The Contractor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet.

2.0 MATERIAL REQUIREMENTS

2.1 The aggregate shall be sufficiently washed as to produce a clean, dust free surface.

2.2 The washed gravel shall be 1 ½" – 7M concrete aggregate well graded, Texas Crushed Stone (TCS) product #563 or department approved equal, meeting the following specification:

<u>Sieve Size</u>	<u>% Retained</u>	<u>TCS Ave Sample</u>	<u>TCS Low</u>	<u>TCS High</u>
2"	0	0	0	0
1 ½"	0-4	0	0	0
¾"	20-50	31.0	20.0	45.0
3/8"	40-80	64.0	50.0	80.0
#4	80-100	90.1	81.0	95.0
#8	90-100	97.6	90.0	99.0

2.3 The Gem Sand shall meet the following sieve grading requirements:

<u>SIEVE SIZE</u>	<u>% PASSING</u>
3/8"	100%
¼"	70 – 90%
No. 4	50 – 70%
No. 8	20 – 40%
No. 16	10 – 20%
No. 30	5 – 15%
No. 50	2 – 10%
No. 100	0 – 5%

3.0 CONTRACTOR REQUIREMENTS

- 3.1 Contractor shall keep a minimum of one hundred (100) tons stockpile on hand at all times for use under the City contract.
- 3.2 Samples of the commodity to be loaded by Contractor shall be provided when requested by the City.
- 3.3 During emergency situations as declared by the City, material shall be available for immediate pick-up by the City during normal business hours (approximately 7:30am to 4:30pm on Mondays through Fridays), and loaded by Contractor onto City trucks.
- 3.4 Delivery shall be achieved within five (5) business days of notification.
- 3.5 Once requested by the City, Contractor shall provide a minimum 5-gallon sample to the City for review, testing, and inspection within three (3) business days of notification.

4.0 REPORTS

- 4.1 Twice yearly, at intervals determined by the City, Contractor shall provide the City with a copy of the Sand's ASTM C-33 test results from an independent certified Lab.
- 4.2 Contractor shall inform the City in writing within fourteen (14) calendar days whenever Contractor changes the independent lab they use, and provide to the City all relevant certification(s) for that lab.
- 4.3 City reserves the right to perform additional ASTM tests listed in 4.1 above at any time, and without prior notification to Contractor.
- 4.4 Contractor shall provide with their bid submittal ASTM C-33 certified test results of the product being bid that are less than six (6) months old.

5.0 TERMINATION OF SERVICES

- 5.1 Failure of Contractor to provide ordered commodities in excess of two (2) times per six (6) month period may result in termination of services.
- 5.2 Failure by the Contractor to provide the City with copies of their twice-yearly test results as required in 4.1 within fourteen (14) calendar days of receipt from the testing lab may result in termination of services.

6.0 MISCELLANEOUS INFORMATION

- 6.1 In an emergency situation as determined by the City, City staff may occasionally bring City trucks to Contractor's facility and pick up the aggregate material, per 3.3 above.
- 6.2 Although the City is not bound to minimum order quantities, typical order quantities for Austin Water range between 150-400 tons for washed rock and 100-250 tons for sand, per order. Order quantities for other departments are currently unknown.

**BID SHEET
CITY OF AUSTIN
AGGREGATE MATERIALS - SAND & GRAVEL
IFB EAD0253**

Bid Due Date & Time: 7/12/16, 2:00 PM, Central time

Buyer: Erin D'Vincent

Copies of Bid: Bidder to submit two copies of its signed bid - one original paper copy and 1 electronic copy on a flash drive.

Special Instructions: The City reserves the right to award to multiple vendors based on each line item or any criteria or combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all line items listed on the bid sheet or only specific line items on the bid sheet in consideration of this solicitation

Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include **ALL** discounts, fees such as environmental or any other applicable fees, shipping charges, and FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Actual purchases may be more or less.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Washed Gravel 1 1/2" delivered to Zone 1 Number of Cubic Feet per Ton_____	1,294	Ton		
2	Washed Gravel 1 1/2" delivered to Zone 2 Number of Cubic Feet per Ton_____	1,294	Ton		
3	Washed Gravel 1 1/2" delivered to 901 Dalton Lane, Austin, TX 78742 Number of Cubic Feet per Ton_____	500	Ton		
4	Washed Gravel 1 1/2" delivered to 3819 Bergstrom Drive, Austin, TX 78719 Number of Cubic Feet per Ton_____	500	Ton		
5	Gem Sand delivered to Tim Louvier Service Center	1,667	Ton		
6	Gem Sand delivered to Glen Bell Service Center	1,667	Ton		
7	Gem Sand delivered to North Service Center	1,667	Ton		
8	Gem Sand delivered to 901 Dalton Lane, Austin, TX 78742	500	Ton		
9	Gem Sand delivered to 3819 Bergstrom Drive, Austin, TX 78719	500	Ton		
TOTAL					

**BID SHEET
CITY OF AUSTIN
AGGREGATE MATERIALS - SAND & GRAVEL
IFB EAD0253**

Please check the boxes below as confirmation.

<input type="checkbox"/>	Offer Sheet - required
<input type="checkbox"/>	Bid Sheet (Section 0600) -required
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - required
<input type="checkbox"/>	Reference Sheet (Section 0700) -required
<input type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input type="checkbox"/>	Compliance Plan (Section 0900) - required
<input type="checkbox"/>	ASTM C-33 certified test results per Section 0500 Specifications 4.4 - required
<input type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID
ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME: _____ PHONE NUMBER: _____	
EMAIL ADDRESS: _____	
DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED	