CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

Offer Sheet

SOLICITATION NO: SSC0177

DATE ISSUED: OCTOBER 3, 2011

REQUISITION NO.: 2200-11082200539

COMMODITY CODE: 75077

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Sydney Ceder

Senior Buyer
Phone: (512) 974-2035

COMMODITY/SERVICE DESCRIPTION: 36-MONTH CONTRACT FOR 1" RIVER ROCK FOR AUSTIN WATER UTILITY

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 P.M. ON OCTOBER 25, 2011

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 2:15 P.M. ON OCTOBER 25, 2011

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

LIVE BID OPENING LINK:
http://www.ci.austin.tx.us/purchase/bidopenings.htm

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

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

SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF RESPONSE

SOLICITATION TO:

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code

Phone No. ( )

Fax No. ( )

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND THE COMPANY PROFILE WITH CITY
Company "Remit To" Name: _____
Remit to Address: _____
City, State, Zip Code
Email Address

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

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page — Offer Sheet. 2 Pages
- Section 0600 — Bid Sheet(s), 1 Page
- Section 0700 — Reference Sheet (if required), 2 Pages
- Sections 0800 - 0835 — Certifications and Affidavits (return all applicable Sections), 6 Pages
- Section 0900 — MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable, 2 Pages
- Bid Guaranty — (if required), N/A

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

NOTES:

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. 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.

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

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

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

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 at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, sydney.ceder@austintexas.gov.

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

      City of Austin Purchasing Office
      Attn: Sydney Ceder
      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 WC 420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

(1) The policy shall contain the following provisions:
- (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Independent Contractor's Coverage.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

(2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

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

D. Certificate: The following statement must be shown on the Certificate of Insurance.

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

3. **TERM OF CONTRACT**

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably

necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. **QUANTITIES**

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

5. **DELIVERY REQUIREMENTS**

Reference Section 0500 "Specifications" paragraph 7.0 for delivery locations.

A. Delivery is to be made within eight (8) business hours after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

B. Invoices shall be mailed to the locations as identified in Section 0500 "Bid Specification" paragraph 8.0.

C. 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.

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

A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and

Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding $5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance **(see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

8. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

A. Access to the Austin Water Utility Department building 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 Utility building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any 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 Utility 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.

9. **<u>ECONOMIC PRICE ADJUSTMENT</u>**

A. Prices shown in this contract shall remain firm for the first 12-month period 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 subject to the following considerations:

B. <u>Price Increases</u>

i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

(1) an itemized, revised price list with the effective date of the proposed increase;

(2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

(3) Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index(es) (Table 5 - Producer price indices for the net output of selected industries and their products) (the "Index")) current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

(4) Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider fully-documented increase requests for one or more line items in the contract.

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

iii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager (identified in Section 0400 of the Solicitation) not less than **120-calendar days** prior to each review date of the contract period. Prices will only be considered for an increase at that time. Once received, the City will have **30 calendar days** to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

iv. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase 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 increased as a result of the increase in any one or more line items made pursuant to this provision.

C. Price Decreases

i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.

ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

10. **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.

11. **CONTRACT MANAGER**

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

    Darrell Richmond, SR. Buyer

    (512) 972-0313

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

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR

1” RIVER ROCK

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for the purchase of 1” river rock for the City of Austin, Texas, Austin Water Utility (AWU). This specification includes sections on Scope & Classification, Safety Requirements, Employee Requirements, Material Requirements, Sieve Size, Pick-up Location, Delivery Requirements, and Invoicing.

1.2 Classification

This rock will be used in the repair of the AWU water and wastewater lines. It will be used as bedding material for pipe in order to prevent sagging and movement of pipe during repairs.

DATE	PREPARED BY	ISSUANCE/ REVISION	DEPARTMENTAL APPROVAL	PURCHASING APPROVAL
06/07/01	David Bohls	Issuance	*DEB*	
06/14/04	Andres D. Ramirez	Revision	Andres D. Ramirez	Steve Aden
12/01/05	George Calhoun	Revision	Andres D. Ramirez	Steve Aden
06/22/07	Lydia Torres	Revision	Andres D. Ramirez	Steve Aden
08/16/11	Darrell Richmond	Revision	Andres D. Ramirez	Sydney Ceder

This specification, until revised or rescinded, shall apply to each future use of this commodity as described herein. Retain for future reference.

2.0 SAFETY REQUIREMENTS

2.1 The Contractor shall be responsible for having complied with all Federal and State of Texas standards, regulations, and laws concerning this type of service, including EPA standards that apply to both private industry and governmental agencies. This also includes compliance with applicable OSHA safety guidelines, and City of Austin ordinances and regulations.

3.0 EMPLOYEE REQUIREMENTS

3.1 The Contractor shall provide its employees with proper identification that displays both the names of the Contractor and the employee. Identification must be worn on the outer garment at all times while providing services on City property. (An identifiable T-shirt uniform is acceptable.)

4.0 MATERIAL REQUIREMENTS

Rock shall consist of 1” river rock conforming to American Society for Testing and Materials (ASTM) C-33, grade 56 requirements.

5.0 SIEVE SIZE

The rock shall meet the following sieve requirements:

Sieve Size	Percent Passing	ASTM Grade 56 Specification
1 ½”	100.0	100
1”	90.0	90-100
¾”	50.2	40-85
½”	14.9	10-40
3/8”	2.0	0-15
#4	0.2	0-5

6.0 PICK UP LOCATION

Some of this rock will be picked up by AWU personnel at the Contractor’s site. Due to this requirement, the Contractor shall maintain a stockpile of the specified rock, for pickup purposes, and shall be within a 20-mile radius of the Austin city limits.

7.0 DELIVERY REQUIREMENTS

7.1 The Contractor shall deliver rock within (8) business hours after receipt of order.

7.2 Deliveries shall be made between 8:00 a.m. and 2:00 p.m., Monday through Friday.

7.3 Upon arrival at the delivery site, the Contractor shall notify the Contact Person and obtain their written acceptance of the load ***before*** dumping the rock.

EAST SERVICE CENTER
Contact Person: Belinda Rogers Phone #: (512) 972-0738

GLEN BELL SERVICE CENTER
Contact Person: Regina Luna Phone #: (512) 972-1203

NORTH SERVICE CENTER
Contact Person: Regina Luna Phone #: (512) 972-1203

7.4 Deliveries shall be made to the following locations:

East Service Center	**North Service Center**	**Glen Bell Service Center**
6301 Harold Court	10414 McKalla Place	3907 South Industrial Dr.
Austin, TX 78721	Austin, TX 78758	Austin, TX 78744

8.0 INVOICING

8.1 The Contractor shall submit ***signed*** invoices by the 5th of each month for the previous month's pickups/deliveries. Payment may be withheld if an invoice for each pickup/delivery is not signed. (Reference: Form 0300, Standard Terms and Conditions, No.12 and No.13.).

City of Austin Water Utility
EAST SERVICE CENTER
Attn: **Belinda Rogers** (512) 972-0738
6301 Harold Court
Austin, TX 78721

City of Austin Water Utility
GLEN BELL SERVICE CENTER
Attn: **Regina Luna** (512) 972-1203
3907 South Industrial Drive
Austin, TX 78744

City of Austin Water Utility
NORTH SERVICE CENTER
Attn: **Regina Luna** (512) 972-1203
901 W. Koenig Lane

Austin, TX 78756

Invoice shall include, but is not limited to, the following:

- Contractor's name, on a professionally pre-printed form
- Contractor's address and phone number
- City's contract number
- Date of each pickup/delivery
- Location of each pickup/delivery
- Itemized description and pricing for each pickup/delivery
- Signed invoices

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

SOLICITATION NUMBER: SSC0177

PROJECT NAME: 36-MONTH CONTRACT FOR 1" RIVER ROCK

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

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

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

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

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

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

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

_____
Company Name

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER: SSC0177

PROJECT NAME: 36-MONTH CONTRACT FOR 1" RIVER ROCK

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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

Name and Title of Authorized Representative (Print or Type)

Signature **Date**

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

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____**Date** _____ **Director/Deputy Director**_____**Date**_____

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM

SOLICITATION NUMBER: **SSC0177**

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 75077 **DESCRIPTION**:SAND AND GRAVEL

☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group

☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.

☐ Cannot meet the Scope of Work / Specifications.

☐ Cannot provide required Insurance.

☐ Cannot provide required Bonding.

☐ Job too small.

☐ Job too large.

☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.

☐ Other reason (please state why you will not submit a bid):

_____

_____

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____