



Solicitation COVER SHEET

IDENTIFICATION

Number	RFP 1100 EAL3012
Title	Vegetation Management – Distribution Energized Line Clearance (North, South, Mid)
Summary	Vegetation management services on distribution energized lines for Austin Energy.
Type	Request for Proposals (RFP)
Version (Addenda)	8

AUTHORIZED CONTACT PERSONS

Primary	Liz Lock, Procurement Specialist IV; (512) 322-6251; Liz.Lock@austintexas.gov
Secondary	Julia Finn, Procurement Specialist III; (512) 322-6060; Julia.Finn@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBR@austintexas.gov
Insurance Questions	Human Resources Department, Risk Management; (512) 322-6185; Carol.Vance@austinenergy.com
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

IMPORTANT DATES

OFFERS DUE

Date and Time	07/14/2020, 2:00pm CST
Notes	See Solicitation Instructions, 5 Offer Submission.

OFFER OPENING

Date and Time	07/14/2020, 3:00pm CST
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	07/09/2020, 2:00pm CST
Submission Method	Email Only

Notes See Solicitation Instructions, 3.2 Questions.

PRE-OFFER CONFERENCE

Conference (Yes/No)	Yes
Mandatory (Yes/No)	No
Date and Time	06/05/2020, 10:00am CST
Location	Conference Call: 1-512-831-7858, Conference ID: 906 778 527# Online: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDczZjRkMjMtMmJlYi00OTFhLWJkYzYtM2I5YTA0ZTM4MjBl%40thread.v2/0?context=%7b%22Tid%22%3a%225c5e19f6-a6ab-4b45-b1d0-be4608a9a67f%22%2c%22Oid%22%3a%22c67a4d00-479a-4ee5-b8af-92644dd07405%22%2c%22IsBroadcastMeeting%22%3atrue%7d
Notes	N/A

PUBLISHED

Date	06/01/2020
Available Online	https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
Available Hardcopy	Purchasing Office; 124 W. 8 th Street, Suite 300; Austin, TX 78701

SOLICITATION DOCUMENTS

Document name	Pages	Date
<u>Solicitation Packet – RFP 1100 EAL3012 Includes the following:</u>		
<u>Solicitation Cover Sheet</u>	3	07/07/2020
<u>Solicitation Instructions - Complete and return Proposal/Response Bond and Proposal Response</u>	13	06/26/2020
<u>Terms and Conditions</u>	23	05/25/2020
<u>Scope of Work</u>	14	07/07/2020
<u>Exhibit A (FACTA Affidavit) – Complete and return</u>	1	05/25/2020
<u>Exhibit B (Austin Energy Data Handling Controls)</u>	11	05/25/2020
<u>Exhibit C (Network Connection Agreement)</u>	11	05/25/2020
<u>Exhibit D (Labor Descriptions)</u>	3	05/25/2020
<u>Exhibit E (Tree Pruning and Line Clearance Specifications)</u>	7	05/25/2020

<u>Exhibit F (Customer Notification Process)</u>	3	05/25/2020
<u>Exhibit G (Customer Resolution Process)</u>	2	05/25/2020
<u>Exhibit H (Austin Energy Invoicing Process)</u>	4	05/25/2020
<u>Offer and Certifications – RFP 1100 EAL3012 – Complete and return</u>	13	06/26/2020
<u>Compliance Plan Packet– Complete and return</u>	34	05/25/2020
<u>Pricing Submittal (Distribution Employee/Equipment/Materials/Benchmarking Rate Form) – Complete and return</u>	2	06/22/2020
<u>Addendum 1 – Complete and return</u>	3	06/05/2020
<u>Addendum 2– Complete and return</u>	1	06/22/2020
<u>Addendum 3– Complete and return</u>	1	06/23/2020
<u>Addendum 4– Complete and return</u>	1	06/26/2020
<u>Addendum 5– Complete and return</u>	2	06/29/2020
<u>Addendum 6– Complete and return</u>	1	07/02/2020
<u>Addendum 7– Complete and return</u>	2	07/07/2020
<u>Addendum 8– Complete and return</u>	1	07/07/2020

NIGP CODES

COMMODITY CODES

Code	Description
98887	Tree Trimming, Utility Lines
96239	Hauling Services
96884	Traffic Control Device Placement and Removal Service
67590	Weed Killers (Herbicides), Liquid



Solicitation INSTRUCTIONS

Updated 06/26/2020

Solicitation No.
RFP 1100 EAL3012

1 REQUEST FOR PROPOSALS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Proposals to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Request for Proposals ("RFP" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this RFP is the Competitive Sealed Proposals process. This process is procedurally compliant with the competitive proposal processes prescribed by Texas Local Government Code Ch. 252 and Ch. 271.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.
- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more

Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.

- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

4 OFFER PREPARATION

- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer, a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.3 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Proposal. Any exceptions included in the Proposal may negatively impact the City's evaluation of the Proposal or may cause the City to reject the Proposal entirely.
- 4.4 Proposal Acceptance Period.** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

- 4.5 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as “Proprietary”. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General’s Office of the State of Texas, of any Proposal contents marked as “Proprietary”. A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.6 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.7 Living Wages.** 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 Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) 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.
- 4.8 Proposal Bond. (“Bond”) (Applicable to procurements requiring a Payment and/or Performance Bond)**
- 4.8.1** All Offers shall be accompanied by a Proposal Bond in an amount of not less than five percent (5%) of the Performance Bond amount. The Proposal Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- 4.8.2** The Proposal Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Proposal Bond will be returned to the Offeror. The Proposal Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Proposal Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
- 4.9 Payment Bond.**
- 4.9.1** The Contractor shall provide a Payment Bond in an amount equal to \$2,800,000 within 14 calendar days after Austin City Council approval. The Payment Bond serves as security for the faithful payment of all of the Contractor’s obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety’s capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- 4.9.2** The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.
- 4.10 Performance Bond.**
- 4.10.1** The Contractor shall provide a Performance Bond in an amount equal to \$2,800,000 within 14 calendar days after Austin City Council approval. The Performance Bond serves as security for the faithful performance of all of the Contractor’s obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety’s capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

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

4.11 Hazardous Materials.

4.11.1 If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

4.11.2 Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.

4.11.3 The SDS, instructions and information required in paragraph “A” must be included with each shipment under the contract.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

5.1 Electronic Offers. Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation’s eResponse function, available through the City’s online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror’s must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Attachment 1, Submitting Offers in Austin Finance Online](#).

5.1.1 Due Date and Time for Electronic Offers. Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.

5.1.2 Withdrawing Electronic Offers. Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation’s Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation’s Due Date and Time.

5.1.3 Late Electronic Offers. The Solicitation’s eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation’s Due Date and Time.

5.1.4 Opening Electronic Offers. The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation’s Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation’s eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.

5.2 Hardcopy Offers. Hardcopy Offers (physical documents including paper and flash drives) shall be delivered to the City of Austin’s Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: RFP 1100 EAL3012 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFP 1100 EAL3012 124 W 8 th Street, Rm 310

	Austin, Texas 78701 Reception Phone: (512) 974-2500
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- 5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
 - 5.2.2 Withdrawing Hardcopy Offers.** Hardcopy Offers submitted may be withdrawn in writing, in person, or by email at any time prior to the Solicitation’s Due Date and Time. When a Hardcopy Offer is withdrawn, the Purchasing Office will provide the Offeror with a receipt documenting the withdrawal, which must be acknowledged in writing by the Offeror.
 - 5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation’s Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation’s Due Date and Time. Arrival at the City’s mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City’s misdirection or mishandling was the sole or main cause for the Hardcopy Offer’s late receipt at the designated location.
 - 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation’s Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.
- 5.3 Solicitation Openings – Special procedures due to 2020 COVID-19 Pandemic.** Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66.
- When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation’s eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

- 6.1 Basis of Competition.** The City may compare Offers based on groups or categories and will choose the basis of competition that best meets the City’s needs for the resulting contracts. The basis of competition for each RFP will be described in section 11, Evaluation of Offers below.
- 6.2 Minimum Responsiveness.** Proposals are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Proposal in accordance with the Solicitation’s Instructions. Proposals that are not Minimally Responsive may be deemed non-responsive and rejected.
- 6.3 Responsibility.** An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. An Offer may be rejected if an Offeror is determined to not be responsible.

- 6.4 Clarifications.** Any time after the opening of Proposals, the City may contact Offerors to ask questions about their Proposal's contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal's contents. Clarifications are not to be confused with Discussions as described herein.
- 6.5 Evaluation.** Proposals that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Proposal submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Solicitation. Although minimum responses are required in all Submittals, the Submittals identified as Evaluation Factors will be used to differentiate the Proposals and to identify which Proposal(s) represent the Best Value to the City. The City's evaluation may be made without Clarifications or Discussions with Offerors. Proposals should, therefore, include the Offeror's most favorable terms.
- 6.6 Discussions and Proposal Revisions.** After completing initial evaluations, the City may enter into Discussions (communications which may include negotiations and feedback about the Proposal submitted) with one or more Offerors submitting the highest rated Proposal(s). Following the completion of Discussions, the City may request Proposal revisions from these Offerors. The City may seek multiple rounds of Discussions and Proposal revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Proposal revisions received following these Discussions.
- 6.7 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Proposals participate in interviews and/or presentations.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Proposal(s) based on the Evaluation Factors set forth in this Solicitation. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Proposal(s).
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City reserves the right to: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation due date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii)

reject any or all Offers; (ix) procure any goods or services included in this Solicitation by other means; (x) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xi) reject an Offer if prices in the Offer are unbalanced (some prices are significantly high and other prices are significantly low) and/or (xii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of the Solicitation process.

- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1** Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for proposals. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Proposals. Any protest regarding the evaluation of Proposals by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Proposal.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with

acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Best Offer" means the best evaluated Offer in response to a Request for Proposals or Request for Qualifications/Statements.

"Best Offeror" means the Offeror submitting the Best Offer.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, a Request for Proposals.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Proposal" means a complete, properly signed Offer to a Request for Proposals.

"Proposer" means a person, firm, or entity that submits an Offer in response to a Request for Proposals.

"Purchasing Office" refers to the Purchasing Office in the Financial Services Department of the City.

"Purchasing Officer" means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

"Request for Proposals" means all documents utilized for soliciting Proposals.

"Responsible Offeror" means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

"Responsive" means meeting all the requirements of a Solicitation.

"Solicitation" means this Request for Proposals or RFP.

10. PROPOSAL SUBMITTALS

10.1 Executive Summary. Provide an Executive Summary that summarizes your RFP response and confirms that the Proposer will comply with the requirements, provisions, terms, and conditions specified in this solicitation. The Executive Summary should be in the form of a standard business letter on official business letterhead and signed

by an authorized representative of Proposer. Include the complete name and address of your firm, telephone number, and email address of the person the City of Austin should contact regarding your firm's response.

10.2 Authorized Negotiator: Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

10.3 Business Organization: State full name and address of your organization and identify parent company (including location and contact information) if you are a subsidiary. Provide similar information about any subcontractors or partners being utilized in the delivery of the requirements of the Scope of Work. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

10.4 Program – (includes requirements, implementation, staffing, safety, production levels): Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. At a minimum include:

i. Requirements:

- a. Define in detail your understanding of the requirements of this request for proposal and your plan to accomplish the work. Describe all factors that contribute to the effectiveness of your services.
- b. Provide a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- c. Elaborate on your company's quality assurance program to demonstrate work efficiency and safety in accordance with the Scope of Work.
- d. Provide information on your strategy and approach to comply with Exhibit G-Customer Notification Process and Exhibit H-Customer Resolution Process to ensure efficient and effective services as required under this Solicitation.
- e. Describe your approach to meeting the requirements of Storm Restoration Events and Priority Response needs as described in the Scope of Work, Section 0500.

ii. Implementation

- a. Describe your plan for contract initiation. Provide details of ramp up with estimated timeline to be fully staffed and equipped per the requirements in this Solicitation.
- b. Describe the materials and equipment you will use to perform the services under this contract. Additionally, provide a list of available equipment beyond the required minimum specified and the corresponding rates.

iii. Staffing

- a. Provide details on your recruiting and retention program of employees, and how you will ensure staffing levels continue to be met
- b. Detail your proposed training program for employees.
- c. Provide information on your employee evaluation plan. What is the frequency and how will you provide observation and feedback to employees through the Contract?

iv. Safety

- a. Describe your safety program and how you will ensure compliance under the requirements of this Solicitation. What additional safety practices do you take to ensure protection of employees, electric utility customers, and the public?
- b. Describe your firm's safety training program.

v. Production Levels

a. Define your company's standard production levels for performing distribution energized vegetation management pruning for low density, mid-density, and high-density areas.

10.5 Experience and Qualifications

- i. **Minimum Qualifications:** Offerors that do not meet the minimum qualifications will be deemed non-responsive and will not be considered for award.
- a. **Safety:** Offeror shall have a safety program in place. Provide a copy or overview of your safety manual with your response so the City may validate this requirement.
 - b. **OSHA Training:** Offeror shall comply with and provide training of OSHA 29CFR 1910.269 Electric Power Generation, Transmission, & Distribution. Provide OSHA training records for employees, OSHA training employee certificate, or confirmation of Offeror training program which includes a list of employees that have completed the training. Provide EHAP (Electrical Hazards Awareness Program) Accreditation training certificate stating an employee has completed both OSHA and ANSI training, if applicable. This documentation is required to demonstrate compliance and training to validate the Offeror meets this requirement.
 - c. **ANSI A300 Training:** Offeror shall comply with and provide training of ANSI A300, (Part 1) – 2017 Pruning - "Tree, Shrub and Other Woody Plant Management—Standard Practices (Pruning)". Provide ANSI A300 training records for employees or provide documentation of the Offeror's training program which includes a list of employees that have completed the training. This documentation is required to demonstrate compliance and training to validate the Offeror meets this requirement.
 - d. **ANSI Z133-2017 Training:** Offeror shall comply with and provide training of ANSI Z133- 2017, "For Arboricultural Operations – Safety Requirements". Provide ANSI Z133-2017 training records for employees or provide documentation of the Offeror's training program which includes a list of employees that have completed the training. This documentation is required to demonstrate compliance and training to validate the Offeror meets this requirement.
 - e. **Minimum Experience:** The City considers Corporate Experience as work conducted by Offeror's employees, not individual experience resulting from work at another firm. The City considers same or similar services as Vegetation Management (VM) services for energized line work where Contractor has managed at least 35 VM personnel (per labor classifications, Exhibit D) on an ongoing basis. From your Corporate Experience provided in 10.5.ii.a, provide a statement of how Offeror meets the Minimum Qualifications requirement of three (3) years of Corporate Experience providing the same or similar services described in the Scope of Work. The Minimum Qualification Experience must be within the last 5 years.
- ii. **Corporate Experience:**
- a. Describe only relevant Corporate Experience providing energized vegetation management services. Do not include experience prior to 2009. At a minimum provide:
 - 1) Corporate experience with other similar utilities.
 - 2) A minimum of three Corporate References - The City at its discretion may check references and/or past/current clients in order to determine the Offeror's experience and ability to provide the services described in this Solicitation. References shall indicate a record of positive past performance. References shall include the following:

- organization name;
- month and year(s) services were provided from start to end;
- brief description of services provided and a statement if the work was on energized lines;
- quantity of VM personnel working on the contract or project;
- total cost of the project; and
- valid reference name, title, address, phone number, and email address of a principal person who represents the organization and can speak to the services based on the involvement at the time of delivery.

b. **OSHA 0300 Logs:** Provide the most recent 3 years of OSHA 0300 Logs to demonstrate prior experience performing services safely.

iii. **Personnel:**

a. Include names and qualifications of all key personnel who will be assigned to this project. Do not include experience unless personnel assigned to this project will actively participate for more than 40 hours per year. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide resumes for each. All billable personnel shall meet the Requirements for the labor classification proposed as required in Exhibit D, VM- Distribution Energized Line Clearance (N,S,Mid) Labor Descriptions.

b. Project Management Structure - Provide a general explanation and an organizational chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. Personnel listed cannot be changed without written approval by Austin Energy. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

10.6 Rank of Work Zone - Offeror shall rank their work zone of North, South, and Mid cycle Zone as first, second, and third preference or state if you choose to not be awarded to a Zone.

10.7 Price Proposal – Offeror shall enter pricing information in the Pricing Submittal - Distribution Employee/Equipment/Materials/Benchmarking Rate Form. The Total Estimated Price for Employees, Equipment, Materials, and Benchmarking will be the evaluated price. Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis.

10.8 Local Business Presence - The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. The Local Business Presence form in the Offer and Certifications section must be completed to be considered for Local Business Presence. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Any Offers with subcontracting not indicating specific percentages or dollar amounts will not receive Local Business Presence points for subcontracting.

10.9 Service-Disabled Veteran Business Enterprise ("SDVBE") - Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified

by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

11. Evaluation of Offers This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in the solicitation instruction shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

The highest evaluated Offer will be awarded their first preference Work Zone, the second highest evaluated Offer will be awarded their first preference Work Zone or their second preference if their first preference is already awarded, and so on until all zones are awarded. The City anticipates awarding to three Offerors, one for each work zone, but reserves the right to not award a zone and rebid if necessary.

The City anticipates a combined annual Not-To-Exceed amount of \$17,000,000 for all contracts resulting from this Solicitation.

11.1 Evaluation Factors

RFP Evaluation Factors	Maximum Points														
Program (including requirements, implementation, staffing, safety, production levels)	40														
Experience and Qualifications	27														
Price	20														
Local Business Presence	10														
<table border="1"> <thead> <tr> <th>Team’s Local Business Presence</th> <th>Points Awarded</th> </tr> </thead> <tbody> <tr> <td>Local business presence of 90% to 100%</td> <td>10</td> </tr> <tr> <td>Local business presence of 75% to 89%</td> <td>8</td> </tr> <tr> <td>Local business presence of 50% to 74%</td> <td>6</td> </tr> <tr> <td>Local business presence of 25% to 49%</td> <td>4</td> </tr> <tr> <td>Local presence of between 1 and 24%</td> <td>2</td> </tr> <tr> <td>No local presence</td> <td>0</td> </tr> </tbody> </table>	Team’s Local Business Presence	Points Awarded	Local business presence of 90% to 100%	10	Local business presence of 75% to 89%	8	Local business presence of 50% to 74%	6	Local business presence of 25% to 49%	4	Local presence of between 1 and 24%	2	No local presence	0	
Team’s Local Business Presence	Points Awarded														
Local business presence of 90% to 100%	10														
Local business presence of 75% to 89%	8														
Local business presence of 50% to 74%	6														
Local business presence of 25% to 49%	4														
Local presence of between 1 and 24%	2														
No local presence	0														
Service-Disabled Veteran Business Enterprise	3														

Total	100
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11.2 Interviews and/or presentations, Optional. The City will score proposals on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for presentations, demonstrations, or discussions with the City. The City reserves the right to re-score “short-listed” proposals as a result, and to make award recommendations on that basis.

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The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1. GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

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

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

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1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.
- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. Delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under

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the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

- B. The making and acceptance of final payment will constitute:
- i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 AUDITS AND RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.10 STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the

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City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.16 DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in

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the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
 - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
 - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
 - ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
 - iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
 - iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
 - v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
 - vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

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- C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
 - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
 - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

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1.22 PUBLICATIONS:

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 NO CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.25 GRATUITIES:

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

1.27 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity

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not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.29 WAIVER:

The claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 INTERPRETATION:

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1.32 DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 JURISDICTION AND VENUE:

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.34 INVALIDITY:

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

1.35 HOLIDAYS:

The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.36 SURVIVABILITY OF OBLIGATIONS:

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, 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 of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 EQUAL OPPORTUNITY:

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

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Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a “company”, then the Contractor verifies that he:
 - i. does not “boycott Israel”; and
 - ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Plan as approved by the City (the “Plan”). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor’s Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager no later than the 10th calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that:
 - i. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;
 - ii. Prohibit the Subcontractor from further Subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further Subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. Require Subcontractors to submit all Invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the

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- Contractor to include same with its Invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. Require that all Subcontractors obtain and maintain, throughout the term of their Contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any Contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

1.43 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 (20%) percent 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.
- 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 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.

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- a. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- i. Utilize final Compilation data instead of Preliminary data
 - ii. If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification: Complete.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CEU050000003	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Average hourly earnings of all employees, total private	
This Index shall apply to the following items of the Price Proposal: Section 1.1 and 1.4	

Weight % or \$ of Base Price: 100%	
Database Name: CPI	
Series ID: CUUR0000SEHM	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. city average	
Description of Series ID: Tools, hardware, outdoor equipment and supplies, all urban consumers	
This Index shall apply to the following items of the Price Proposal: Section 1.2	

Weight % or \$ of Base Price: 100%	
Database Name: PPI	
Series ID: WPU06530109	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	

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Description of Series ID: Chemicals and allied products – agricultural and commercial pesticides and chemicals
This Index shall apply to the following items of the Price Proposal: Section 1.3

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

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on Solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

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.

1.44 MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:
(applicable when an MBE/WBE Compliance Plan is required)

The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein no later than the tenth calendar day of each month.

1.45 INSURANCE:

A **GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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 hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

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City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov

- iii. 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.
 - iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
 - v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
 - vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
 - vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 - viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 - ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
 - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.

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- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
- ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$5,000,000 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. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. Damage and injury by wildfire caused by insureds work under this contract
 - e. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) 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;
 - b. 30 Day's 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:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability:** When pre-planning services apply, Contractor shall provide Professional Liability coverage, at a minimum limit of \$1,000,000 per occurrence, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
- v. **Property Insurance:** The Contractor shall provide All Risk (Special Form) Property coverage in the amount of \$25,000 including, but not limited to, fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned by the City and in the care, custody, and control of the Contractor. The City shall be added to the property policy as a Loss Payee as their interest may appear. Property Insurance will only be required at the time the Contractor is issued a City of Austin owned tablet.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

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- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

1.46 BONDS:

A. **PAYMENT BOND:**

- i. The Contractor shall provide a Payment Bond in an amount equal to \$2,800,000 within 14 calendar days after Austin City Council approval. The Payment Bond serves as security for the faithful payment of all the Contractor's obligations for Subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus.
- ii. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- iii. The Payment Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

B. **PERFORMANCE BOND:**

- i. The Contractor shall provide a Performance Bond in an amount equal to \$2,800,000 within 14 calendar days after Austin City Council approval. The Performance Bond serves as security for the faithful performance of all the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- ii. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

2. GOODS

2.2 WARRANTY:

A. **PRICE:**

- i. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- ii. The Contractor warrants that its prices provided in this Contract are no higher than its current prices on orders for similar goods under similar terms of purchase.

- B. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

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- C. **DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the Specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- i. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - ii. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
 - iii. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - iv. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall fully assist and cooperate with the City to enforce such manufacturer's warranty for the benefit of the City.

2.3 HAZARDOUS MATERIALS:

- A. If this Contract involves hazardous materials, the Contractor shall provide the City the Material Safety Data Sheets (MSDS), OSHA Form 20, on all chemicals and hazardous materials being used, specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS is grounds for the City to terminate this Contract immediately.
- C. The MSDS, instructions and information required in Paragraph "A" must be included with each shipment under the Contract.

3. SERVICES

3.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such

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defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

3.2 WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
 - i. Illegally use or possess a firearm, except as required by the terms of the Contract; or
 - ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

3.3 GUARANTEE – SERVICES:

The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

3.4 TRAVEL EXPENSES:

All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General

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Services Administration Domestic Per Diem Rates (the “Rates”) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All Invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

3.5 PLACE AND CONDITION OF WORK:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City’s service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor’s obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

3.6 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor’s obligations under this Paragraph.

3.7 LIVING WAGES:

The City’s Living Wage Program, Rule R161-17.14, is located at:

<http://www.austinTexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 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 Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) 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.

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- 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.
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first Invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) 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 Contractor Employee (and all tiers of Subcontracting) 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 for Contractor Employees (and all tiers of Subcontracting) 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 Contractor Employees (and all tiers of Subcontracting) added to the Contract and/or to report any employee changes as they occur.
- F. The Department's assigned 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.

3.8 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the Contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four- to six-week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a City-issued Contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall

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be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work under the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 calendar days of the receipt of notification of denial.
- G. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- H. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- I. Contractor shall retain the reports and make them available for audit by the City during regular business hours

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VEGETATION MANAGEMENT - DISTRIBUTION ENERGIZED LINE CLEARANCE (NORTH,
SOUTH, MID)**

Version 1.4, updated 07/07/2020

1. BACKGROUND

Austin Energy is the 8th largest publicly owned electric utility, with a service area of over 437 square miles and more than 5,000 miles of overhead electric distribution lines. Safety is one of Austin Energy's top priorities, and vegetation management (VM) around energized lines is critical to ensuring the public's safety.

2. PURPOSE

Contractor shall be experienced and qualified in performing VM services on distribution energized lines for Austin Energy's VM Program. This work shall include tree pruning and/or removal and suppression of various types of vegetation growing within Austin Energy's electrical facilities, utility easements and rights-of-way.

The Contracts will be utilized exclusively by Austin Energy. The Contractor shall be responsible for performing all types of VM including the following distribution energized line clearance services:

- * **Capital Improvement Projects (CIP)** - All VM involved in the installation or maintenance of distribution or transmission for Austin Energy's electrical facilities.
- * **Distribution Maintenance** - Scheduled VM on a distribution circuit, grid or substation basis that addresses all potential tree-related reliability concerns.
- * **Distribution Mid Cycle Maintenance** - Scheduled VM on a distribution circuit, grid or substation basis that addresses all potential tree-related reliability concerns.
- * **Transmission Ticket** - Identified VM to address areas along a transmission circuit, typically designated by transmission trouble shooters, that has the potential for causing outages, access problems or has had customer complaints.
- * **(Ticket) Individual Customer or Austin Energy Requests**- All VM associated with addressing individual customer requests at one property location. Reactive VM to address an area on a distribution circuit, typically designated by a line device or line segment that is having high outages or customer complaints.
- * **After-Hours, Storm Restoration Events, and/or Priority Response** - VM request from Austin Energy personnel to address an area on a streetlight and/or distribution circuit, typically designated by a line device or line segment that is having reliability, safety and/or customer concerns.
- * **Vegetation Suppression** – Integrated VM using a directed, individual application for the maintenance of the Austin Energy electrical system.

3. REGULATIONS RELATING TO WORK

Contractor shall perform all work in accordance with the Contract, including all applicable regulations, codes, Specifications and/or standards. Contractor shall obtain Austin Energy's written consent in the event of deviations from the Contract. The code, Specification, or standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These include but are not limited to:

- A. Occupational Safety and Health Administration (OSHA) 29CFR 1910.269 Electric Power Generation, Transmission, & Distribution
- B. Electric Hazards Awareness Program (EHAP)

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- C. American National Standards Institute (ANSI) A300, (Part 1) – 2017 Pruning - “Tree, Shrub and Other Woody Plant Management—Standard Practices (Pruning)”
- D. ANSI Z133- 2017, “For Arboricultural Operations – Safety Requirements”
- E. City of Austin Environmental Regulations and other applicable Federal, State and Local ordinances and laws
- F. International Society of Arboriculture (ISA) Certification
- G. Texas Department of Agriculture (TDA) Certification

Any material, method, or procedure specified by reference to a specific standard or Specification, such as a commercial standard, Federal or State specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto. If the governmental requirements are different from Austin Energy’s the Contractor shall follow the more stringent guidelines.

4. Safety

- A. Contractor shall initiate, maintain and supervise all safety practices and programs in connection with the work. Contractor shall provide the necessary protection to prevent damage, injury or loss to all persons as well as real and personal property which may be affected by the work. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor shall be remedied by Contractor.
- B. All work performed in the vicinity of energized electric systems has inherent risks, and because safety for employees and the general public is of the highest concern, Austin Energy has set forth certain safety guidelines within Austin Energy’s Utility Safety Manual. The intention of this manual is to provide workers a set of “minimum” guidelines. Whenever working on or near Austin Energy’s energized system and whenever working with or in the proximity of Austin Energy’s crews, Contractor shall adhere to all pertinent rules and regulations provided in Austin Energy’s Utility Safety Manual (latest version) and all safety policies and procedures set forth by Austin Energy. In the event of a conflict between Austin Energy’s Utility Safety Manual and any applicable Federal, State or local safety laws, rules, regulations or standards, the more stringent standard shall apply. Austin Energy encourages additional safety measures whenever conditions warrant.
- C. In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, without special instruction or authorization from Austin Energy, Contractor shall promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.
- D. If there is an accident involving injury to any individual on or near the work, Contractor shall notify Austin Energy Project Manager immediately by phone of the incident after insuring the safety of the Contractor’s workers and any other affected parties. Contractor shall record the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Austin Energy within forty-eight (48) hours of the event.
- E. If there is an accident that causes damage to Austin Energy’s property or any third-party

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property, Contractor shall notify Austin Energy Project Manager immediately by phone of the damage after insuring the safety of the Contractor's workers. Contractor shall follow up this verbal notification with written notification and investigation of the incident, including any disciplinary actions to Austin Energy, within five (5) working days of the incident.

5. Tasks/Requirements

- A. Contractor shall assume and be solely responsible for all cost and risk resulting from Contractor's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which Contractor knew or reasonably should have known.
- B. Kick Off Meeting: Within thirty (30) calendar days of Contract execution, Austin Energy will coordinate a kick-off meeting with the Contractor. Contractor shall not perform work prior to the kick-off meeting and approval of Austin Energy.
- C. Facilities Information:
 - i. Coverage Area: The geographical area in which the work is to be performed lies predominantly within Austin Energy's electric service territory. However, the Contractor may be required to manage all vegetation within the electrical system easements, rights-of-way, and substation facilities or generating plants either owned or operated by Austin Energy, at Austin Energy's request.
 - ii. Easements: The Utility easements and rights-of-way may be adjacent to public streets and roads or may be situated along the rear or side lot lines of individual properties. Access to easements may be limited due to the construction of property owner fences and other obstructions.
 - iii. Work Zones: The work sites will be divided geographically into a Northern and Southern Zone. The Northern Zone generally includes the portion of Austin Energy's electric utility Service Area north of Martin Luther King Boulevard, extending out to the eastern and western Service Area boundaries. The Southern Zone includes the portion of the Austin Energy Service Area south of Martin Luther King Boulevard, extending out to the eastern and western Service Area boundaries. Mid cycle work is interim maintenance work and will be performed in both Northern and Southern Zones.
- D. Work Assignments: On an as-needed basis, Austin Energy will assign to Contractor the specific identified circuits for distribution maintenance and mid-cycle energized line clearance work projects to be performed. Work may include identifying the lines, easement, or rights of way to be cleared, production benchmarks, and the order of/ schedule for performing the work. This work will be designated as needed for the Contractor in the scheduled Thursday weekly planning meetings. Electrical system Individual Customer (Ticket)/ Austin Energy requests, and Capital Improvements Projects work will be assigned as needed to meet construction need dates and maintain electric service reliability. All labor will be performed at the employee billing rates, unless identified 60 days in advance for the use of benchmarking billing rates (provided in the Pricing Submittal of the Distribution Employee/Equipment/Materials/Benchmarking Form).

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Contractor shall furnish all labor and equipment necessary to perform VM distribution maintenance and mid-cycle energized line clearance services as assigned at the relevant labor hour and/or Unit billing rate.

Work Hours and Billing Categories:

- I. **Regular Time:** Normal crew work hours shall be between the hours of 6:30 am and 6:30 pm Monday through Friday, unless otherwise specified by the Austin Energy. However, the Contractor shall have enough skilled personnel and equipment available for all hours of the day or night and in all types of weather conditions to perform all work activities covered under this contract. The Contractor shall be responsible for assembling required After Hours or Priority Response personnel within forty-five (45) minutes from receiving the request from Austin Energy.
- II. **Overtime Billing Rates:** Defined as hours worked by Contractor's personnel after first obtaining forty regular hours per work week at the request of Austin Energy. Overtime must be approved in advance by Austin Energy. Any periods of non-productive time are at the Contractor's expense and not billable to Austin Energy. Rate shall be inclusive of all costs.
- III. **After Hours:** Defined as services requested by Austin Energy on a priority basis in response to an electric system reliability and safety disturbance, or weather-related conditions requiring the Contractor to call out personnel outside of normal crew work hours and personnel are under forty (40) hours. Once Contractor personnel reach forty (40) hours, bill rates shift to the Overtime billing rate. The Contractor shall be responsible for assembling required After Hours or Priority Response personnel within forty-five (45) minutes from receiving the request from Austin Energy.
- IV. **Priority Response:** Defined as services requested by Austin Energy on a, temporary priority basis in response to an electric system reliability and safety disturbance or weather-related conditions requiring the Contractor to call out personnel. Austin Energy may require Contractor to supply crews from outside of the Austin Energy Service Territory, and Austin Energy Project Manager may approve Contractor to charge the current United States General Services Administration Domestic Per Diem Rates per City of Austin Terms and Conditions, 3.5 – Travel Expenses. Per Diem charges not approved in advance by Austin Energy Project Manager will not be paid. Contractor personnel engaged under the priority response category shall be billed as applicable under Regular Time or Overtime bill rates based on hours worked under this Contract.
- V. **Unit Benchmark Basis:** (see Exhibit E): Furnish all labor and equipment necessary to perform distribution energized line clearance, tree pruning/removals, right-of-way maintenance work and/or vegetation suppression applications as assigned at a Unit Benchmark Footage rate.
- VI. **Removals:** Tree removals are an integral part of a successful VM program and removals must meet all specifications as designed by the Line Clearance specifications.
- VII. All removals will be removed as close to the ground as possible to prevent re-sprouting.
- VIII. The efficacy of the Benchmarking pricing strategy will be evaluated by Austin Energy biannually. Austin Energy reserves the right to determine which projects will be

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worked under the Benchmarking pricing versus a Time and Materials basis. At any time, during this Contract period, Austin Energy reserves the right to solicit individual projects or groups of projects.

- IX. The efficacy of the Benchmarking pricing strategy will be evaluated by Austin Energy biannually. Austin Energy reserves the right to determine which projects will be worked under the Benchmarking pricing versus a Time and Material basis. At any time, during this Contract period, Austin Energy reserves the right to solicit individual project or groups of projects.
- E. Weekly Planning Meetings: Unless otherwise approved by Austin Energy's Project Manager or designee, Contractor's personnel shall meet with Austin Energy every Thursday to receive assignments during the planning meeting, discuss status and any other issues as determined by Austin Energy Project Manager. Unless otherwise agreed upon in advance by Austin Energy, Contractor's Field Representative or General Foreman shall attend each meeting. If the Contractor is unable, in whole or in part, to comply with any work assignments, including the schedule and order of performance, the Contractor shall promptly notify Austin Energy in writing, identifying the work assignments and the reasons why the Contractor will be unable to perform the work assignments as ordered. Austin Energy will meet with the Contractor's representatives to adjust the work schedule as mutually agreed. Austin Energy will notify the Contractor of Contractor deficiencies.
- F. Site Cleanup: Upon completion of the work activity at each location, Contractor shall promptly remove all equipment in conformance with all applicable ordinances, laws, rules and regulations and to the satisfaction of Austin Energy and of the respective property owners. All trash generated (i.e. lunch bags or drinking cups) through the daily work activity shall be picked up and properly disposed of at the end of each day.
- G. Debris Disposal: Upon completion of the work activity at each location, or when leaving the location for the day, Contractor shall dispose of all brush and debris in accordance with Exhibit F – Tree Pruning and Line Clearance Specifications, X. Disposal of Cut Material. The Contractor shall, at the request of Austin Energy, provide brush and debris pickup and disposal for any work resulting from line clearing performed by Austin Energy's forces.
- H. Damages: Every effort shall be made to protect all property that may be affected by the work. Contractor shall repair any damage to the property owner's premises caused by the Contractor at Contractor's sole cost. If the Contractor causes damages to the property owner's premises in violation with any Federal, State or local ordinances or regulations, the Contractor will be solely responsible for making the necessary mitigation or restitution.
- I. Changes to the Work: Contractor shall have the ability to adjust the work force if necessary, within thirty (30) calendar days of written request from Austin Energy. If the Contractor cannot adjust, Contractor must provide written justification to Austin Energy within ten (10) calendar days of the initial request. If the adjustment (in labor, equipment, and/or production levels) cannot be met by the Contractor, Austin Energy reserves the right to procure services from another supplier at Austin Energy's discretion.

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J. Contractor Requirements

- i. Contractor shall comply with the requirements and/or instructions of Austin Energy in the performance of all work and meet all required deadlines.
- ii. Prior to commencing any work, Contractor shall become familiar with the location and nature of any electrical facilities involved and shall always carefully guard against any interference with the normal operation of such facilities. All work shall be performed in accordance with all applicable Specifications and requirements, including, but not limited to the Tree Pruning and Line Clearance Specifications and Requirements (Exhibit F).
- iii. Contractor shall avoid unnecessary interference with concurrent activities of other Contractors and Austin Energy forces at the work site.
- iv. Contractor shall not interfere with the use of public and private roads and shall provide and maintain suitable detours or other temporary expedients if necessary.
- v. Contractor shall conduct the work in a manner to avoid unnecessary noise and other disturbance and shall cooperate with other occupants of the premises.
- vi. Contractor shall be responsible for determining if permits are required. Unless otherwise agreed upon by both parties, all other required permits (Capital Metro, Travis County, Williamson County, Hays County, or other regulatory entities as may be required) shall be obtained and maintained by Contractor and upon Austin Energy approval, reimbursable by Austin Energy after submission of a proper invoice including backup documentation. Austin Energy will submit for Austin Transportation Department permits only for the Contractor. Reimbursement of permit is for the cost of the permit only.
- vii. Contractor and/or its employees shall not solicit work or prune, remove, or perform any other work on trees, or remove any brush, under this Contract at the request of any party other than Austin Energy, including, any utility customer or property owner without the prior consent of Austin Energy. Any solicitation of work or any VM for entities other than Austin Energy shall not occur while Contractor is performing services for Austin Energy.
- viii. Prompt response and execution of work, both routine and during periods of priority response or interruptions of electric service, are the most important requirements of this Contract. Contractor may be required to mobilize their forces on short notice at all hours of the day, and in all kinds of weather.
- ix. Each crew is required to begin each workday with an empty chip dump bed. The Contractor, either before or after work hours, shall dump the final daily load of chips, unless approved in writing by Austin Energy.

- x. Austin Energy reserves the right during the Contract period to modify or alter the systems and/or processes used in the performance and administration of this Contract with a minimum of thirty (30) days written notice to Contractor.
- xi. Contractor crews working on VM for distribution energized line clearance for Austin Energy's service territory cannot be assigned additional work on other contracts without prior written approval by Austin Energy, which will not be

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unreasonably withheld.

- xii. Contractor shall comply with Exhibit G - Customer Notification Process. All Contractor personnel shall always communicate effectively and professionally with Austin Energy's customers.
- xiii. Worker breaks for water, rest, etc., shall be taken individually except for lunch. Personnel are not to stop at stores for food, drink or personal items during the workday, unless otherwise approved by Austin Energy
- xiv. Smoking or vaping is not permitted on Austin Energy or customer's property.
- xv. All Contractor employees shall present a professional appearance and dress in a manner appropriate with impending environmental conditions (i.e. rain gear or winter clothing) allowing for the work to be performed in a safe and efficient manner. Each crewmember shall wear a standard company-identifying article of clothing that will readily identify personnel as employees of the Contractor. Proper personal protective equipment shall be worn by all personnel when working in the field.
- xvi. Contractor shall furnish qualified and experienced VM personnel as required by the Austin Energy and other State and regulatory agencies. Contractor personnel shall meet minimum requirements for CPR, TXDOT and TDA. Austin Energy may also require Contractor personnel to acquire additional training and certifications, such as Railroad safety training, and Competent Person for Work Zone Traffic Control training as necessary to perform Distribution VM services and billable to Austin Energy. All the minimum personnel qualifications are cumulative.
- xvii. Working on or near Energized Equipment ARC Flash Protection: Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.
- xviii. Contractor minimum requirements for labor classifications and requirements by position are in Exhibit D – Labor Descriptions. Any deviations in requirements for Contractor personnel must be submitted in writing to Austin Energy and approved by Austin Energy before any changes may occur.
- xix. Minimum Staff Requirements: The following minimum staffing requirements shall be adhered to by the Contractor without prior written approval by the Austin Energy Project Manager.
 - a. Initial Ramp up: within forty-five (45) calendar days of Contract execution, Contractor shall have a minimum of 2 Field Representatives, 2 General Foreman, 10 Working Foreman, 18 Tree Trimmers A, B and/or C.
 - b. Within ninety (90) calendar days of Contract execution, Contractor shall have a minimum of 2 Field Representative, 5 General Foreman, 20 Working Foreman, 36 Tree Trimmers A, B and/or C.
 - c. Ongoing Staffing Needs: Upon written notice by Austin Energy, Contractor shall provide additional staff beyond the minimum staffing requirements stated above within thirty (30) calendar days of written notification.

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- d. Contractor shall have a drug screening program that meets or exceeds industry best practices.
- e. Contractor and employees shall have certifications and licenses as required by Classification identified in Exhibit D - Labor Descriptions prior to issuing work.
- f. Staff level changes: In the event that Contractor proposes to shift Contractor personnel to different labor classification billing categories, Contractor shall submit a written request to Austin Energy, including associated resume(s) and certification(s) thirty (30) calendar days prior to the requested change. Austin Energy has the right to approve or not approve the requested change.
- xx. Materials and Equipment:

Contractor shall furnish, at Contractor's expense, all necessary equipment (tools, office supplies, computers, trucks, etc) and materials (chemicals) to perform VM distribution maintenance and mid-cycle energized line clearance services within the distribution and transmission system easements, rights-of-way, and substation facilities or generating plants either owned or operated by Austin Energy. Materials and equipment will be billed according to rates provided in the Pricing Submittal of the Distribution Employee/Equipment/Materials/Benchmarking Form.

 - a. Contractor shall ensure that staff have access to and are appropriately trained on all equipment and material requirements.
 - b. The Contractor's office shall have:
 - 1) Local, staffed business office complete with adequate telephone service.
 - 2) LaserJet printer to print vegetation work plans and other Austin Energy information daily as required.
 - 3) Software and hardware shall be upgraded as called upon to interact with Austin Energy's systems.
 - 4) A copier to ensure all paperwork is handled in a timely manner.
 - 5) Available support staff during normal business hours on regular business days.
 - 6) A computer system at the local office with the capability of accessing and downloading tax plats from various Tax Appraisal Districts and perform other work as specified by Austin Energy.
 - c. Communications: Contractor shall furnish and maintain dependable cellular phones for Contractor supervisory, general foreman, work foreman and Pre-Planner personnel as required by Austin Energy at the Contractor's expense. The equipment provided shall allow Austin Energy's personnel and Contractor supervision to communicate with all Contractor crews and Austin Energy either directly or indirectly while they are either in or out of their vehicles. The cellular phones shall send and receive phone calls as well as text messages to and from all makes of phones and cell phone providers. The cellular phones may be evaluated yearly, and the Contractor shall make changes as necessary to maintain communications and ensure adequate coverage in outage restoration situations.
 - d. Office Hours: The local business office shall remain open and staffed during regular business hours as defined in 5.D.I. Observed holidays are provided in

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1.35 of the City's Terms and Conditions. The office shall be staffed and equipped for the purpose of administering the Contract, answering customer questions regarding the vegetation management being performed by the Contractor, receiving work assignments and answering any questions arising from the Contract administration, billing and/or work activity.

- e. The Contractor's equipment yard shall be located such that travel time from the equipment yard to the assigned work location, does not exceed 45 minutes. Satellite yards may be required by Austin Energy if the travel time exceeds 45 minutes. Proper storage facilities for oil, vegetation suppression, etc. that meet City, State, and Federal regulations and codes shall be responsibility of the Contractor. The business office and equipment yard(s) shall have Austin Energy-approved water, wastewater and electric facilities. The daily crew requirements for ice and drinking water shall be provided at the equipment yard(s)

f. Tablets and System Requirements: Contractor shall provide a portable computer/tablet capable of supporting Austin Energy's web based and field client-based VM program to be billed at a per month, per unit rate as specified in Pricing submittal. Pricing will be prorated by calendar day of use if a full calendar month is not utilized. During the term of the resulting contract, Austin Energy will provide computer/tablets for work planning to replace the Contractor provided devices. Software and hardware systems shall be upgradeable, and Contractor shall maintain compatibility as called upon to interact with Austin Energy's systems. These computers/tablets shall be used in the field by the Field Representative, general foreman and Pre-planners to review information required to complete work plans on each property, including but not limited to size and species of tree, the clearance required on different types of lines, herbicide application, the size and species of any removals.

The computers/tablets shall capture and save the property owner's signature, the Contractor personnel or Pre-planner's signature, any changes in original work plan, the name of the foreman who performed the work and the date that the work was assessed, signed off, and completed. The system shall print hard copies of information for crews, Austin Energy, and property owners. The computers/tablets shall have Wi-Fi, hot spot or air card capabilities for the ability to update/synchronize data entries in the field. Each computer/tablet shall update/synchronize all data throughout the day to Austin Energy's field client programs as often as possible and shall update/synchronize at the end of each work day.

Contractor shall return all Austin Energy issued items within 1 business day of request by Austin Energy, the separation of employment of Contractor's employee, or the utilization of Contractor's employee by another of Contractor's customers, whichever is earlier.

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- g. Equipment and Labor Availability - Contractor shall be solely responsible for the care, preservation, conservation or protection of any materials, tools or machinery owned, leased or employed by the Contractor or issued by Austin Energy for Contractor's use under this Contract.
- h. All equipment required by this Contract and used by Contractor for performance of work shall be free of any defects and shall be in good repair and maintained in a safe and operable condition. Austin Energy may direct the Contractor to remove or replace equipment or machinery that is not functioning properly. Contractor shall have readily available back-up equipment to maintain the existing personnel functions.
- i. Contractor shall perform all refueling of trucks and equipment and any required maintenance, either before or after the scheduled workday, unless otherwise directed by Austin Energy.
- j. All vehicles must be equipped with a GPS tracking system that can track and show vehicle locations throughout the day. Access to this system shall be available to Austin Energy.
- k. Minimum equipment required for all VM distribution maintenance and mid-cycle energized line clearance personnel shall be composed of the following unless otherwise approved by Austin Energy, additional required equipment listed in Exhibit E – Employee/Equipment/Materials Rate Form shall be available on an as-needed basis; the availability of this equipment shall be maintained throughout the duration of the contract. Basic equipment for all working VM crews shall be composed of the following unless otherwise agreed to by Austin Energy:
 - 1. One (1) 1 ½ Ton Minimum Manual Crew/Brush Hauling Truck with Chip Dump Bed, 14 Cubic Yards Capacity, or one (1) 50-foot Minimum Working Height Aerial Tower Truck, with 14 Cubic Yard Chip Dump Bed and Hydraulic Saw and Pruner w/attachments, or one (1) 70-foot Minimum Working Height Aerial Tower Truck, with 14 Cubic Yard Chip Dump Bed and Hydraulic Saw and Pruner w/attachments, or 37-foot squirt boom Trucks.
 - 2. One (1) brush chipper 70-HP (minimum) Drum Brush Chipper, 10 inch log capacity, or 185-HP (minimum) whole tree chippers, 18 inch log capacity
 - 3. Necessary safety equipment as required by law and Austin Energy requirements
 - 4. Work area protection cones and traffic signs or signals as required by State and Local laws and ordinances
 - 5. Rechargeable lighting equipment equivalent to a minimum of two (2) rechargeable LED lights or greater for illumination of at minimum 12 hours
 - 6. A minimum of four (4) 14-inch (or larger) electric chainsaws
 - 7. Any tools necessary to make minor repairs and adjustments to equipment at the work site
 - 8. Any tools necessary to clean up the work site (i.e. rake, broom, shovel, leaf blower) or aid in fire prevention (i.e. fire rake, fire tank bag with pump/5 gallon recommended)
 - 9. All Pre-Planners, Field Representatives and General Foremen will be required to have a portable computer with WI-FI, hot spot or air card capabilities and a printer that may

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be used in the field that is compatible with the Austin Energy computer system for use in the Line Clearance processes, such as Contractor Invoicing, Notification, and Line Clearance record maintenance.

10. All General Foremen and Foremen will be required to have the appropriate vegetation suppression application equipment. This equipment includes, but is not limited to, a (Labeled) pump-up herbicide sprayer (1 qt to 1 gal sized) and spill prevention equipment
 11. Individual equipment for each Crew Foreman and Climber on the crew shall include, but not be limited to; ropes, saddle, 14-inch (or larger) chain saw, hand speed-saw, throw-ball, standard (Insulated) pole pruner and pole saw with extensions, applicable personal safety equipment, tree wound dressing and applicator, and tool disinfectant and applicator and cellular phone communication as requested by Austin Energy
 12. All General Foremen, Pre-Planners and Field Representatives are required to have cellular phones (refer to Section 11, paragraph D (Communication) above.
 13. Unless otherwise stated, items and services required in this contract, but not included in Exhibit E – Rate Form are considered non-billable items and/or services and are to be provided by the Contractor at no cost to Austin Energy.
- xxi. Storm Damage Restoration Events:
Contractor shall provide additional personnel and equipment to respond to storm damage to Austin Energy's electrical system when the needs of the Austin Energy exceeds the capabilities of the Contractor's work force currently assigned to Austin Energy, when requested in writing by Austin Energy. When requested by Austin Energy to import a work force on a limited purpose basis, Contractor shall be compensated as follows:
- A. Compensation to the Contractor for such additional emergency personnel and equipment shall be at the contractual rate of their home base operation. Contractor shall provide documentation enough to Austin Energy to support billing rates.
 - B. Labor overtime rate will be calculated by the hourly rate overtime as indicated in Exhibit E.
 - C. Contractor's personnel will be billed on a portal to portal basis, and after acquiring forty regular time hours shall be compensated at the appropriate overtime billing rate. Compensation for travel shall be based on the actual time required to drive from the Contractor's remote facilities to the Austin Energy's designated work location and back to Contractor's remote facilities, for each employee imported for the work.
 - D. In cases when arrangements must be made for meals and lodging for Contractor's imported work force, the following shall apply:
 - i. When required, Contractor shall obtain overnight lodging at the double-occupancy rates for each additional employee brought in from out of Austin Energy's Service Territory and not already performing services under this Contract. Austin Energy shall reimburse Contractor for actual cost incurred or Austin Energy at its discretion may provide lodging for Contractor's imported work force. Any charges incurred other than basic

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room rental and bed tax shall be the responsibility of the Contractor and shall not be reimbursed by Austin Energy.

ii. When required, the Contractor shall provide meals to imported work force. Austin Energy shall reimburse Contractor for reasonable and appropriate actual cost of meals, as determined by Austin Energy, for the additional employees brought in from out of town. Contractor shall furnish Austin Energy with copies of receipts or suitable documentation to verify all expenditures. Austin Energy will not provide reimbursement for alcoholic beverages, sundries or non-food items.

E. Contractor, at the Contractor's expense, or as approved in writing, shall provide any additional transportation vehicles and the transporting of additional equipment to Austin Energy's service area by Austin Energy.

F. All other reasonable and appropriate expenses incurred by the Contractor when requested by Austin Energy to import a work force for this limited purpose shall be negotiated in good faith by Austin Energy and Contractor in advance.

6. **Pre-Planning:** In the event that VM pre-planning services are required, Austin Energy will provide Contractor with a minimum of thirty calendar days notice for a ramp-up period, unless otherwise agreed upon by Contractor. Upon completion of the ramp-up period, Contractor shall:

A. Provide 1 VM Pre-Planner Supervisor/Project Manager and 5 VM Pre-Planner per the requirements listed in Exhibit D.

B. Upon request of Austin Energy, provide additional VM Pre-Planners within thirty calendar days of request (after the ramp-up period).

C. Ensure that Vegetation management Pre-Planners wear a standard company-identifying article of clothing with an "International Society of Arboriculture (ISA) Certified Arborist" patch or identification.

D. Provide One 4X4 X-Cab Pickup Truck for each Pre-Planner Supervisor/Project Manager and Pre-Planner.

E. Perform Pre-Planning services as required by Austin Energy

F. Pre-Planners will be required to perform work planning in accordance with Exhibits F, G and H

7. **No Verbal Agreement:** With the single exception of an emergency, no verbal agreement or conversation with any officer, agent or employee of Austin Energy, either before or after execution of this Contract shall affect or modify Contractor's obligations under this Section. In case of an emergency request, Contractor may accept verbal instructions, which will be followed with written documentation at Austin Energy's earliest convenience.

8. **Errors or Ambiguities:** The Contractor shall report any errors or ambiguities in the Specifications or any work order or assignment to Austin Energy as soon as detected. Austin Energy shall issue a clarification or interpretation that shall be definitive.

9. **Additional Terms of Contract:**

A. TERM OF CONTRACT:

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The term of the contract shall commence upon execution, unless otherwise specified, and remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to 3 additional 12 month periods at the City’s sole option.

B. INVOICE AND PAYMENT ADDRESS:

The City’s preference is to have invoices emailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Anna Hernandez
Email address	Anna.hernandez@austinenergy.com

For questions regarding your invoice/payment please contact the City Contract Manager.

C. DESIGNATION OF KEY PERSONNEL:

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor’s and City’s key personnel are identified as follows:

	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
City Contract Manager	<u>Michael Roche</u>	<u>512-322-6161</u>	<u>Michael.Roche@austinenergy.com</u>
City Project Manager	<u>Joseph Osborne</u>	<u>512-322-6930</u>	<u>Joseph.Osborne@austinenergy.com</u>
City Contract Administrator, Procurement Specialist	<u>Liz Lock</u>	<u>512-322-6251</u>	<u>Liz.Lock@austintexas.gov</u>

10. Exhibits: Contractor shall adhere to the requirements and processes set forth in the Exhibits listed below:

- A. FACTA Affidavit (Exhibit A)
- B. Austin Energy Data Handling Controls (Exhibit B)
- C. Network Connection Agreement (Exhibit C)
- D. Distribution Maintenance and Mid-Cycle Energized Line Clearance Labor Descriptions (Exhibit D)
- E. Tree Pruning and Line Clearance Specifications (Exhibit E)
- F. Customer Notification Process (Exhibit F)
- G. Employee/Equipment/Materials/Benchmarking Rate Form (Pricing Submittal) – Contractor shall invoice the City according to rates in the Pricing Submittal.

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- H. Customer Resolution Process (Exhibit G)
- I. Invoicing Process (Exhibit H)

CITY OF AUSTIN



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

Solicitation Name: VM - Distribution Energized Line Clearance (N,S, Mid)

Solicitation Number: EAL3012

Issue Date: 06/01/2020

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MBE/WBE GOALS

Annual/Project Participation Goals					Annual/Project Participation Subgoals
MBE	_____	%	OR		African American
WBE	_____	%			Hispanic
Combined MBE/WBE	3.75	%			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 Non-Professional Services (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Proposer 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 2-9C and SMBR Rules may be obtained online at www.austintexas.gov/smbdocuments or 8411 Barton Springs Rd, 8th Floor, Suite 805 Austin, Texas 78704.

Firms or individuals submitting responses to this Request for Proposal – Requirement Based solicitation 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 Proposers to achieve the MBE/WBE participation goals and subgoals for this contract. However, Proposers may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Proposers that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Proposers (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A) and (2) if 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 *MBE/WBE Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact is not 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 *MBE/WBE Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

MBE/WBE COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

If the *MBE/WBE 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.

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

Please type or clearly print all information, use “none” or “N/A” where appropriate. *MBE/WBE Compliance Plans not complying with the MBE/WBE 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 r does not need to fill in any information under Section I.

Section II Proposer Information

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

Section III MBE/WBE Statement of Responsibility

This Contract is a Requirement Based (RBC) service contract that contains work assignments on an as-needed bases. Proposers shall sign the Statement of Responsibility. **Failure to sign this section shall result in rejection of the Compliance Plan and the Proposer found non-responsive.** Although the specific subcontractor’s participation percentages cannot be determined at this time, the Proposer understands and agrees to meet the solicitation goals utilizing the firms listed on the Compliance Plan as Work Assignments materialize. If the Proposer indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Proposer shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals.

Section IV Disclosure of MBE and WBE Subcontractors

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 MBE/WBE Compliance Plan, the Proposer indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Proposer. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Confirmation Letter does not replace a binding contract between a prime contractor and a subcontractor.

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

- (A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:
- (1) work performed by the MBE/WBE's own forces;
 - (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
 - (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- (B) When a Proposer purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:
- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
 - (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
- (C) When an MBE/WBE subcontractor listed on the MBE/WBE Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.
- (D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Proposer must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the MBE/WBE 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 MBE/WBE Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the MBE/WBE 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 Proposer 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 Proposer did not meet the project goals, Proposer must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable.*** If Proposer 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 Proposers knows that one or more of Proposer'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 Proposer is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level 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, Proposer must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Proposer may contact the alternate trucking subcontractors in the order that Proposer lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Proposer must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Proposer will not need to submit a Request for Change to use the alternate trucking subcontractors if Proposer contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Proposer listed them on this section.

For purposes of meeting the project goals or subgoals at the MBE/WBE 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 Checklist

Please complete the *MBE/WBE Compliance Plan Checklist* with the information requested if the stated project goal(s) are not met.

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

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

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The *Availability List* (Appendix D) is included with the solicitation documents and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Proposers **must** contact **all** 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 Proposers are encouraged to contact all the firms. If a Proposer identifies an additional scope of work for this project not identified in the solicitation, the Proposer 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 Proposer 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 Proposer identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Proposer 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 Proposer's Good Faith Efforts to meet the goals.

If the Proposer believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Proposer believes that the lists are inaccurate, the Proposer shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Proposers 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 Proposer wants to use a certified subcontractor that does not appear on this list, Proposer may request from SMBR or visit for proof of certification and the specific work areas for which the subcontractor has been certified.

Appendix B provides a format for collecting required information from the subcontractors on the *Availability List*. The information must be obtained at least seven (7) business days prior to the submission of the *MBE/WBE Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Included with the solicitation documents is an alphabetized list containing the names and addresses of the MBE/WBE Firms listed on Appendix D. 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:

F	Female	M	Male
AA/B	African American	H	Hispanic
A/NA	Asian/Native American	W/C	Caucasian
LOC	A firm's two-digit location code (e.g., SL or TX)	AU	Austin
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 *MBE/WBE Compliance Plan* and the Good Faith Efforts documentation submitted with the *MBE/WBE Compliance Plan* to ensure that the Proposer made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Proposer has made Good Faith Efforts, SMBR will consider, at a minimum, the Proposer's efforts to do the following:

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Proposer must solicit this interest more than seven (7) business days prior to submission of the *MBE/WBE Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Proposer must 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 Proposer. An MBE/WBE that has submitted a bid to a Proposer but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Proposer. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Proposer might otherwise prefer to perform these work items with its own forces.

- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women 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 Proposer 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 Proposer made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

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

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

The following additional Good Faith Efforts factors may also be considered:

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

POST-AWARD INSTRUCTIONS

(See Appendix C)

Confirmation Letters

All Proposers are required to include copies of the confirmation letters received from subcontractors, confirming the Subcontractors' willingness to provide services should the contract be awarded.

Changes to the *MBE/WBE 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 *MBE/WBE Compliance Plan* must be submitted on the Request for Change of *MBE/WBE Compliance Plan* Form for all levels of subcontracting 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 *MBE/WBE Compliance Plan*. The Proposer will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Proposer. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ Payment Verification

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

The Proposer 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 Proposer 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 Proposer 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 Proposer. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

The successful Proposer's MBE/WBE 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 2-9C 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 MBE/WBE Compliance Plan ; and
- Failure to comply with the approved MBE/WBE Compliance Plan without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

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

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

The Proposer/Respondent by submitting and signing this solicitation's 0300 form, understand and agree that the MBE/WBE Compliance Plan submitted as a part of the bid/proposal shall become a part of the contract with the City of Austin. The Proposer/Respondent further understand that the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance) and the Small and Minority Business Resources Department (SMBR) Rules shall apply.

Section I — Project Identification and Goals

Project Name	VM - Distribution Energized Line Clearance (N,S, Mid)
Solicitation Number	EAL3012

Project Goals or Subgoals	
Combined MBE/WBE	3.75 %
MBE	%
African American	%
Hispanic	%
Asian/Native American	%
WBE	%

Section II — Proposer Company Information

Company Name	
Address	
City, State Zip	
Phone	
Fax	E-Mail
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> <i>If yes, provide Vendor Code</i> _____ No <input type="checkbox"/> All vendors; Subconsultants and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at www.austintexas.gov/vendor_registration
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>If yes, please indicate type below</i>) 1. MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE <input type="checkbox"/> Joint Venture <input type="checkbox"/> 2. AA <input type="checkbox"/> H <input type="checkbox"/> A/N <input type="checkbox"/> WBE <input type="checkbox"/>

City of Austin SMBR Use Only

<i>I have reviewed this Compliance Plan and found that the Proposer HAS <input type="checkbox"/> HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9C through GFE.</i>	
Reviewing Counselor _____	Date _____
<i>I have reviewed this Compliance Plan and have found the Proposer COMPLIANT <input type="checkbox"/> NON-COMPLIANT <input type="checkbox"/></i>	
Director /Assistant Director _____	Date _____

Section III — MBE/WBE STATEMENT OF RESPONSIBILITY

STATEMENT OF RESPONSIBILITY

Initial one of the following Statement of Responsibility options below as applicable.

A. Goals Met

_____ I understand I am responding to a Request for Proposal - Requirement Based (RBC) solicitation. I understand and affirm I have filled out this Compliance Plan in accordance with applicable City Code and Program Rule requirements, and must comply with the MBE/WBE Program in order to be considered for selection of this solicitation. If chosen for this Solicitation, compliance with the City's MBE/WBE Procurement Program ordinances and rules is required. If additional scopes of work or subconsulting opportunities are identified, I agree to contact SMBR for an availability list at smbrcompliancedocuments@austintexas.gov and perform good faith efforts if a non-certified firm is selected. I agree to meet the solicitation goals specified in the chart below utilizing the firms listed on the Compliance Plan as scopes of work are assigned.

Proposed Participation	
Combined MBE/WBE	%
MBE	%
African American	%
Hispanic	%
Asian/Native American	%
WBE	%

B. Good Faith Efforts

_____ I understand that I am responding to a Request for Proposal - Requirement Based (RBC) solicitation. I do not anticipate meeting the goals with certified MBE/WBE firms; therefore I am submitting Good Faith Efforts documentation demonstrating my efforts to meet the established MBE/WBE goals. I understand and affirm I have filled out this Compliance Plan in accordance with applicable City Code and Program Rule requirements, and must comply with the MBE/WBE Program in order to be considered for selection for this solicitation. If additional scopes of work or subconsulting opportunities are identified, I agree to contact SMBR for an availability list at smbrcompliancedocuments@austintexas.gov and perform good faith efforts if a non-certified firm is selected.

Section IV — Disclosure of MBE and WBE Subcontractors
(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
Name of MBE/WBE Certified Firm	
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
Name of MBE/WBE Certified Firm	
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
Name of MBE/WBE Certified Firm	
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	

Section V — Disclosure of Non-Certified Subcontractors
(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE 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.

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

Name of Non-Certified Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
Reason Certified Firm not used	
Name of Non-Certified Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
Reason Certified Firm not used	
Name of Non-Certified Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
First-Level Subcontractor	
Reason Certified Firm not used	
Name of Non-Certified Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
First-Level Subcontractor	
Reason Certified Firm not used	

Section VI — Disclosure of Second-Level Subcontractors
(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE 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.

Name of Second-Level Subcontractor	
City of Austin Certified?	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
First-Level Subcontractor	
Name of Second-Level Subcontractor	
City of Austin Certified?	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
First-Level Subcontractor	
Name of Second-Level Subcontractor	
City of Austin Certified?	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
First-Level Subcontractor	
First-Level Subcontractor	
Name of Second-Level Subcontractor	
City of Austin Certified?	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity Codes	
Commodity Codes Descriptions	
First-Level Subcontractor	

Section VII – Disclosure of Primary and Alternate Trucking Subcontractors
(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE 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?	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity Codes	
Commodity Codes Descriptions	

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

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

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

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

Section VIII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes No

(If no, complete and submit Section VIII Compliance Plan Check List)

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan.** The completion and submission of this form is not required if the above question is answered *Yes*.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
<ul style="list-style-type: none"> • Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of advertisements placed in local publication 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of notices sent to Minority and Women organizations 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Were additional elements of work identified to achieve the goals or subgoals? Yes No

If yes, please explain: _____

Was SMBR contacted for assistance? Yes No

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance? Yes No

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

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 One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045 C-Congress Room or online at www.austintexas.gov/open_solicitations

Solicitation Name: _____
 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: _____

Confirmation Letter

(Printed on Subcontractor letterhead)

Date

Contact Name
Business Name
Street Address
City, State Zip

Re: Solicitation # _____

Dear (Contact Name):

This letter is to confirm that (insert Subcontractor name here) is pleased to provide (insert Prime Contractor name here) (insert service here) for the above-referenced project. This confirmation letter is for a Requirement Based contract solicitation. I understand that the scope(s) of work in the described solicitation is based on assignments from the City and may or may not result in actual work to my firm.

We look forward to working with you and the City of Austin should your team be awarded the project.

Sincerely,

(insert signature)

Contact Name
Title
Business Name



City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1100 EAL3012 VM - Distribution Energized Line Clearance (N,S, Mid)

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
Vendors Within the SLBP Area					
67590 Weed Killers (Herbicides), Liquid	VS0000000829 Patricia K White 9901 Brodie Ln. Ste 160-284 Austin Tx 78748	Patricia White mssupply@austin.rr.com 5122808911 Fax: 8662604265	WDB	F/Caucasian	AU
96239 Hauling Services	V00000913175 A. Garcia Trucking Inc 1000 Dacy Lane Kyle Tx 78640	Jorge Armando Garcia jaroadboring@yahoo.com 5125529301 Fax: 5122680974	MB	F/Hispanic	SL
	VS0000021971 ANTONIO RAMOS LIZARDO 11105 Pearce Ln Del Valle Tx 78617	antonio ramos lizardotrucking@hotmail.com 512-779-2632 Fax: 512-385-7301	MB	M/Hispanic	AU
	V00000931566 Alberto R Guerra 1302-A Highway 71 W Bastrop Tx 78602	Alberto R Guerra albertoguerra@riograndecargo.com 9565926522 Fax: 8777204070	MB	M/Hispanic	SL
	VC0000101882 BARBARA WHITE 9701 Wayside Blvd Austin Tx 78724	BARBARA WHITE bwbmwtrucking@gmail.com 512-626-7642 Fax: 512-933-9699	MWB	F/African American	AU
	RAN8308638 BONIFACIO REYES RANGEL 2108 E 16th St Austin Tx 78702	BONIFACIO RANGEL mr.rangel@sbcglobal.net 512-276-0038 Fax: 512-469-0597	MDB	M/Hispanic	AU
	V00000915488 BRIDGET C THOMAS 1514 Ed Bluestein Ste 101 Austin Tx 78721	BRIDGET C THOMAS bubblez.suddz.carwash@gmail.com 512-382-9285	MWDB	F/African American	AU
	CGA8319026 CGT AUS INC 12730 Laws Rd Buda Tx 78610-9695	CARLOS GARCIA texasboring@yahoo.com 512-801-8945 Fax: 512-243-3571	MDB	M/Hispanic	SL
	VC0000102282 CMS 2 TRUCKING INC Po Box 141423 Austin Tx 78714-1423	SQUIRE ELLIOTT LHAULER@YAHOO.COM 512-431-1351	MDB	M/African American	AU
	VC0000103459 COMANCHE XPRESS LLC Po Box 144402 Austin Tx 78714	TROY JOHNSON COMANCHEXPRESS@AUSTIN.RR.COM 512-771-2692 Fax: 512-904-0022	MDB	M/African American	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1100 EAL3012 VM - Distribution Energized Line Clearance (N,S, Mid)

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
	V00000911561 Cantu Construction Inc 14806 Eilers Rd Austin Tx 78719	Thomas Cantu cantu-construction-inc@hotmail.com 512-844-5545 Fax: 5122439650	MDB	M/Hispanic	AU
	V00000963608 Cave Trucking, LLC Po Box 526 Pflugerville Tx 78615	Oliver Cueva oliver@cavetrucking.com 5123549084	MDB	M/Hispanic	SL
	V00000911499 Cynthia Cueva-Luna Po Box 180233 Austin Tx 78718	Cynthia Cueva-Luna alphaatx@gmail.com 512-769-0752 Fax: 8883554419	MWDB	F/Hispanic	AU
	V00000906584 DAVID DELA CERDA 2302 Southwood Hills Dr Taylor Tx 76574	david dela cerda dlc.laguna@yahoo.com 512-496-0864 1 Fax: 5123651231	MDB	M/Hispanic	SL
	V00000955913 Dawn Smith 11516 Sunny Creek Ln Manor Tx 78653	Dawn Smith yellagirl1255@yahoo.com 5127624310 624310	MWDB	F/African American	AU
	V00000935995 Felis Balderas Sr. 6803 Viewing Place Austin Tx 78719	Felis Balderas f.balderasfamily@hotmail.com 5124481420 Fax: 5124481420	MB	M/Hispanic	AU
	V00000946009 Fernandez Trucking 12221 Hulsey Rd Unit 2 Manor Tx 78653	Delia G Fernandez fernandeztruckingtx@gmail.com 9566506949	MB	M/Hispanic	AU
	V00000939918 Fuego Transportation LLC 1912 Dry Season Trl. Austin Tx 78754	Fidel Fuentes fidelfu_1970@hotmail.com 5125635381 Fax: 5128329379	MB	M/Hispanic	AU
	VC0000102940 GARCIA J CONTRACTORS INC Po Box 1649 Buda Tx 78610	Juan Garcia garciajcontractors@gmail.com 5129654274 Fax: 8884181023	MDB	M/Hispanic	SL
	V00000960403 IVY'S TRUCKING CORP 127 Elm Grove Ct Dale Tx 78616	IVY ROSALVA CRUZ ivystrucking92@yahoo.com 5125776199	MWDB	F/Hispanic	SL
	JAR8315720 J A ROAD BORING 1000 Dacy Ln Kyle Tx 78640-5143	ARMANDO GARCIA jaroadboring@yahoo.com 512-268-4312 Fax: 512-268-0974	MB	M/Hispanic	SL

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1100 EAL3012 VM - Distribution Energized Line Clearance (N,S, Mid)

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
	JAG8307217 JAG TRUCKING INC 800 Private Rd 917 Georgetown Tx 78626	GILLY QUIROZ GILLY@JAGTRUCKING.COM 512-864-9906 Fax: 512-864-3121	MDB	M/Hispanic	SL
	V00000947205 JC TORRES LLC 2419 Hallie Lane Round Rock Tx 78664	Norma Alicia vazquez de Torres norma.vazquez@ni.com 5129255121	MB	F/Hispanic	SL
	VS0000027653 JUAN DEANDA TRUCKING LLC 5101 Hwy 21 Maxwell Tx 78656	JUAN DEANDA juandeandatruckingllc@yahoo.com 512-748-1537 Fax: 5122856596	MDB	M/Hispanic	LO
	JOH2629800 Johnson Hauling, LLC 1805 Elmira Austin Tx 78721	ULYSSES JOHNSON johnsonhauling@hpeprint.com 512-928-1060 Fax: 512-926-4180	MB	M/African American	AU
	V00000937626 L Contractors, LLC 5415 Mckinney Falls Pkwy Austin Tx 78744	Colby Leoni lcontractorsllc@gmail.com 8108692543 Fax: 7372108854	WDB	F/Caucasian	AU
	LIL7079660 LILLIE'S TRUCKING INC 1110 Radam Cir Austin Tx 78745-3018	LILLIE POLSTON email@notprovided.xxx 512-444-9562	WB	F/Caucasian	AU
	FLO7135160 LORRAINE FLORES 952 Skyline Rd Dale Tx 78616-2442	LORRAINE FLORES 512-844-6461 Fax: 512-243-1851	MWDB	F/Hispanic	SL
	V00000925782 Lewis Clark Trucking, LLC 12407 N Mo Pac Expy Ste 250 Austin Tx 78758	Duane Lewis Clark citytransportersinc@gmail.com 3134024398	MDB	M/African American	AU
	MAR7095015 MARIE'S TRUCKING 2314 Wagon Crossing Path Austin Tx 78744-4330	ANNA KELLOUGH mariekellough@yahoo.com 512-441-0775 Fax: 512-441-0549	MWDB	F/Asian	AU
	MEL8302760 MELENDREZ TRUCKING LLC 11608 Moore Rd Austin Tx 78719-9652	ADAM MELENDREZ meltrks@melendreztrucking.com 512-243-3977 Fax: 512-243-3947	MWDB	F/Hispanic	AU
	MIS8315318 Misty Carter 18700 Windless Way Pflugerville Tx 78660	Misty Carter whitemmisty@yahoo.com 5126190327	MWDB	F/African American	AU
	V00000934880 NDL TRANSPORT INC 902 Bodgers Dr Austin Tx 78753	Noe De Leon ndltransport1325@gmail.com 5123942783 Fax: 5128212532	MB	M/Hispanic	AU

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Solicitation No.: RFP 1100 EAL3012 VM - Distribution Energized Line Clearance (N,S, Mid)

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V00000934400 Oliver Cueva Po Box 526 Pflugerville Tx 78615		Oliver Alexander Cueva oliver@cavetrucking.com 5123549084	MDB	M/Hispanic	SL
V00000935429 Oviedo Trucking LLC 3820 Julianas Way Round Rock Tx 78665		Adrian Oviedo oviedoadiran@yahoo.com 5123732019	MB	M/Hispanic	AU
VS0000016867 PANTHER CREEK TRANSPORTATION INC Po Box 2715 Georgetown Tx 78627		Natalia Taylor Natalia@panthercreektransportation.com 512-746-4224 Fax: 512-746-5103	MWDB	F/Hispanic	SL
V00000931016 Pete Ignacio Balderas 7224 White Panda Run Del Valle Tx 78617		Pete Balderas pete.marybalderas@gmail.com 5127892776 Fax: 5127706237	MB	M/Hispanic	AU
RAM8306287 RAMI TRANSPORTATION INC 7719 Mcangus Rd Del Valle Tx 78617-5911		DAMASO ROJO ramitrans@aol.com 512-845-8358 Fax: 512-247-6416	MDB	M/Hispanic	AU
VC0000103438 RBR TRUCKING, INC. 9501 W. State Hwy 29 Liberty Hill Tx 78642		RONALD QUIROA rbr.trucking@yahoo.com 5128096214 Fax: 5122603354	MB	M/Hispanic	SL
V00000934972 RUBEN P ROCHA 8501 S Fm 973 Rd. Austin Tx 78719		Ruben Paul Rocha rubenrocha777@gmail.com 5129981633	MB	M/Hispanic	AU
V00000943081 Ralph Anthony Wright 1716 Meander Dr Austin Tx 78721		Ralph A Wright wright_ralph@yahoo.com 5127913644 Fax: 5125240698	MB	M/African American	AU
V00000963680 Raul Cano-Gasca 182 Plumbago Cv Buda Tx 78610-9007		Raul Cano rcanotrucking@yahoo.com 5127621217	MB	M/Hispanic	SL
V00000905724 Robert E Ashford P O Box 16478 Austin Tx 78761		Robert Earl Ashford ashnemtrucking@hotmail.com 512-247-1293	MDB	M/African American	AU
V00000957223 Robert Earl Ashfordjr 3505 Alpine Autumn Dr Austin Tx 78744		Robert Earl Ashford Jr eahauling1987@gmail.com 5127407116	MB	M/African American	AU

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
	V00000933636 Robert M Medel 10811 San Jose Venue Del Valle Tx 78617	Robert M Medel medeltrucking@yahoo.com 5128500827 Fax: 5122439414	MDB	M/Hispanic	AU
	SAM7042190 SAMMIE J KELLOUGH 2314 Wagon Crossing Path Austin Tx 78744-4330	SAMMIE J KELLOUGH kelloughj@aol.com 512-441-0775 Fax: 512-441-0549	MDB	M/African American	AU
	V00000916591 SERNA'S TRUCKING, LLC P.O. Box 2100 Kyle Tx 78640	CLAUDIA SERNA serna.trucking@gmail.com 512-466-7084 Fax: 5123924726	MWDB	F/Hispanic	SL
	DOU8314208 SETO VARGAS UTILITIES INC 5300 Navarro Creek Rd Del Valle Tx 78617	SATURNINO VARGAS yeyevargas@yahoo.com 5125609972	MB	M/Hispanic	AU
	V00000965122 Shawn Pettaway 5009 Nixon Ln, Unit B Austin Tx 78725	Shawn Pettaway crownpointtrucking@yahoo.com 5127921284	MDB	M/African American	AU
	TRI7012850 TRI RECYCLING INC Po Box 26499 Austin Tx 78755-0499	GERRY ACUNA trirecycle@aol.com 512-329-0172 Fax: 512-329-0174	MDB	M/Hispanic	AU
	V00000938729 Walkers Journey Trucking LLC 271 Gruetzner Ln Elgin Tx 78621	Glyn Walker walkersjourneytrucking@gmail.com 5127692909	MWDB	F/African American	SL
96884 Traffic Control Device Placement and Removal Service					
	V00000918979 Accurate Pavement Striping LLC 2411 Patterson Industrial Dr Ste #B Pflugerville Tx 78660	Shannon McCleery shannon@weraccurate.com 512-244-7000 Fax: 5122441309	MWDB	F/Hispanic	AU
	VC0000102723 Avery Williamson 1407 Brandi Lane Round Rock Tx 78681	AVERY WILLIAMSON averyslawncare@att.net 512-845-6251 Fax: 512-388-7303	MDB	M/African American	SL
	V00000955636 COE Concepts 4408 Hwy 183 S Austin Tx 78739	regina a Esteves rae2018.coe@gmail.com 5124686395 Fax: 5123940293	MWB	F/Hispanic	AU
	VS0000030988 EAR Telecommunications LLC Eartc 16201 Bratton Ln Austin Tx 78728	Carlos Reyes carlos.reyes@eartc.com 5128401868 Fax: 5128401893	MDB	M/Hispanic	AU

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Solicitation No.: RFP 1100 EAL3012 VM - Distribution Energized Line Clearance (N,S, Mid)

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
	V00000950564 RoadWise Solutions LLC 1920 E. Riverside Dr., Suite A-120 #380 Austin Tx 78741	David Viera david.rwsolutions@gmail.com 5124095212	MDB	M/Hispanic	AU
	V00000962669 Victor Pena 17801 Aleppo Pine Trl Elgin Tx 78621	Victor Pena ptsvpena@gmail.com 5127992969	MDB	M/Hispanic	SL
	V00000922275 WaterFilled Barrier Systems International, Inc. 195 Stockade Ranch Rd., B Paige Tx 78659	Jennifer McKeon jennifer@wbsintl.com 8449274685 700 Fax: 5127278620	WDB	F/Caucasian	SL
98887 Tree Trimming, Utility Lines (Energized) OSHA 29CFR 1910.269					
	VC0000101862 GTT & PREFERRED LANDSCAPING INC 8409 Indian Summit Austin Tx 78737	ALMA GARCIA office@gttatx.com 512-288-2867 Fax: 866-268-9597	MDB	M/Hispanic	SL

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1100 EAL3012 VM - Distribution Energized Line Clearance (N,S, Mid)

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
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Vendors Outside the SLBP Area

96239 Hauling Services

V00000922619 BENITO MUNOZ Po Box 592656 San Antonio Tx 78259	5127498126 erikrmunoz@yahoo.com		MB	M/Hispanic	TX
VS0000027560 SAR Transportation, L.L.C. 3340 South Highway 101 Bridgeport Tx 76426	9402420666 9402420666 pam@sartrans.com		WB	F/Caucasian	TX

Total in SLBP:	59
Total Outside SLBP:	2

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - **Submit copies of written responses from all respondents to your solicitation.**
 - **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
 - Negotiate in good faith with interested MBEs and WBEs.
 - **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- Seeking the services of available minority and women community organizations (*See below*)
 - **Documentation of contacts with trade associations and Chambers of Commerce.**
- Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - **If assistance was provided, document in log of contacts.**
- Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE

SMALL & MINORITY BUSINESS RESOURCES CONTACT INFORMATION

<u>Compliance</u>	<u>CERTIFICATION</u>	<u>MAIN OFFICE</u>
512-974-7600	512-974-7645	512-974-7600
512-974-7601	512-974-7601	512-974-7622
Smbrcompliancedocuments@austintexas.gov	smbrcertification@austintexas.gov	www.austintexas.gov/smbr

SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Call (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

Bonding is a type of protection that a governmental agency or prime contractor may require that your company have in order to work on a contract. A bonding application will take several days. Get started today. Be proactive by making an appointment to talk to SMBR's Bonding Financial Consultant, Luke Ortega Luper as soon as possible. He can be reached at (512-974-7733 or email him at Luke.Luper@austintexas.gov. You will also find past copies of his newsletters on our website at <http://austintexas.gov/departments/bonding>.

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

AUSTIN MINORITY NEWSPAPERS

Capital City Argus News

PO Box 140471
Austin, TX 78714-0471
512-926-0348 Fax: same as phone

Charles M. Miles

Email: CMilesArgus@yahoo.com

El Mundo Newspaper

2112 E. Cesar Chavez
Austin, TX 78702
512-476-8636

Email: info@elmundonewspaper.com

La Prensa

PO Box 6504
Austin, TX 78762-6504
512-478-3090 Fax: 512-482-6400

Catherine Vasquez-Revilla

Email: laprensa@aol.com

Nokoa The Observer

PO Box 1137
Austin, TX 78767
512-499-8713 Fax: same as phone

Akwasi Evans

Email: akwasievans2013@gmail.com

The Villager

4132 E. 12th Street
Austin, TX 78721
512-476-0082 Fax: 512-476-0179

Tommy L. Wyatt

Email: vil3202@aol.com

World Journal Inc. of Texas/World Journal Chinese Daily News

5855 Sovereign Dr. #C
Houston, TX 77036

Sherry Wang

Email: sherrywang1020@yahoo.com

LOCAL MINORITY SERVICE ORGANIZATIONS

Asian Contractor Association

4201 Ed Bluestein Blvd, 2nd floor
Austin, TX 78721
512-926-5400 Fax: 512-926-5410

Aletta Banks

www.acta-austin.com

Email: asiancontractor@gmail.com

Austin Area Black Contractors Association

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6895 Fax: 512-467-9808

Carol Hadnot

www.abcatx.com

Email: brc-pro@att.net

Business Investment Growth (BIG Austin)

Capital Plaza Bank Office Building
5407 N. IH-35, Ste 200
Austin, TX 78723
512-928-8010 Fax: 512-926-2997

Stacy Dukes-Rhone

www.bigaustin.org

Email: info@bigaustin.org

Business Resource Consultants (BRC)/(Bid Briefs)

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6894 Fax: 512-467-9808

Carol S. Hadnot

Email: brc-pro@att.net

Greater Austin Asian Chamber of Commerce

8001 Centre Park Drive, Suite 160
Austin, TX 78731
512-407-8240

Jodie Huynh

www.austinasianchamber.org

Email: jhuynh@austinasianchamber.org

Greater Austin Black Chamber of Commerce

African-American Heritage Center
912 E. 11th Street, Suite A
Austin, TX 78702
512-459-1181 Fax: 512-459-1183

Tam Hawkins

www.austinbcc.org

Email: admin@austinbcc.org

Greater Austin Hispanic Chamber of Commerce

3601 Far West Blvd, Suite 204
Austin, TX 78731
512-476-7502 Fax: 512-476-6417

Casilda Clarich

www.gahcc.org

Email: cclarich@gahcc.org

U.S. Hispanic Contractors Association de Austin (USHCA)

920 E. Dean Keeton Street
Austin, TX 78705
512-922-0507

Juan Oyervides

www.ushca-austin.com

Email: info@ushca-austin.com

vendor	street_address1	street_address2	city	state	zip
A. Garcia Trucking Inc	1000 Dacy Lane		Kyle	Tx	78640
Antonio Ramos Lizardo	11105 Pearce Ln		Del Valle	Tx	78617
Accurate Pavement Striping Llc	2411 Patterson Industrial Dr Ste #B		Pflugerville	Tx	78660
Alberto R Guerra	1302-A Highway 71 W		Bastrop	Tx	78602
Avery Williamson	1407 Brandi Lane		Round Rock	Tx	78681
Barbara White	9701 Wayside Blvd		Austin	Tx	78724
Benito Munoz	Po Box 592656		San Antonio	Tx	78259
Bonifacio Reyes Rangel	2108 E 16th St		Austin	Tx	78702
Bridget C Thomas	1514 Ed Bluestein Ste 101		Austin	Tx	78721
Cgt Aus Inc	12730 Laws Rd		Buda	Tx	78610-9695
Cms 2 Trucking Inc	Po Box 141423		Austin	Tx	78714-1423
Coe Concepts	4408 Hwy 183 S		Austin	Tx	78739
Comanche Xpress Llc	Po Box 144402		Austin	Tx	78714
Cantu Construction Inc	14806 Eilers Rd		Austin	Tx	78719
Cave Trucking, Llc	Po Box 526		Pflugerville	Tx	78615
Cynthia Cueva-Luna	Po Box 180233		Austin	Tx	78718
David Dela Cerda	2302 Southwood Hills Dr		Taylor	Tx	76574
Dawn Smith	11516 Sunny Creek Ln		Manor	Tx	78653
Ear Telecommunications Llc	Eartc	16201 Bratton Ln	Austin	Tx	78728
Felis Balderas Sr.	6803 Viewing Place		Austin	Tx	78719
Fernandez Trucking	12221 Hulsey Rd	Unit 2	Manor	Tx	78653
Fuego Transportation Llc	1912 Dry Season Trl.		Austin	Tx	78754
Garcia J Contractors Inc	Po Box 1649		Buda	Tx	78610
Gtt & Preferred Landscaping Inc	8409 Indian Summit		Austin	Tx	78737
Ivy'S Trucking Corp	127 Elm Grove Ct		Dale	Tx	78616
J A Road Boring	1000 Dacy Ln		Kyle	Tx	78640-5143
Jag Trucking Inc	800 Private Rd 917		Georgetown	Tx	78626
Jc Torres Llc	2419 Hallie Lane		Round Rock	Tx	78664
Juan Deanda Trucking Llc	5101 Hwy 21		Maxwell	Tx	78656
L Contractors, Llc	5415 Mckinney Falls Pkwy		Austin	Tx	78744
Lillie'S Trucking Inc	1110 Radam Cir		Austin	Tx	78745-3018

Lorraine Flores	952 Skyline Rd	Dale	Tx	78616-2442
Lewis Clark Trucking, Llc	12407 N Mo Pac Expy Ste 250	Austin	Tx	78758
Marie'S Trucking	2314 Wagon Crossing Path	Austin	Tx	78744-4330
Melendrez Trucking Llc	11608 Moore Rd	Austin	Tx	78719-9652
Misty Carter	18700 Windless Way	Pflugerville	Tx	78660
Ndl Transport Inc	902 Bodgers Dr	Austin	Tx	78753
Oviedo Trucking Llc	3820 Julianas Way	Round Rock	Tx	78665
Panther Creek Transportation Inc	Po Box 2715	Georgetown	Tx	78627
Patricia K White	9901 Brodie Ln. Ste 160-284	Austin	Tx	78748
Pete Ignacio Balderas	7224 White Panda Run	Del Valle	Tx	78617
Rami Transportation Inc	7719 Mcangus Rd	Del Valle	Tx	78617-5911
Rbr Trucking, Inc.	9501 W. State Hwy 29	Liberty Hill	Tx	78642
Ruben P Rocha	8501 S Fm 973 Rd.	Austin	Tx	78719
Ralph Anthony Wright	1716 Meander Dr	Austin	Tx	78721
Raul Cano-Gasca	182 Plumbago Cv	Buda	Tx	78610-9007
Roadwise Solutions Llc	1920 E. Riverside Dr., Suite A-120 #380	Austin	Tx	78741
Robert E Ashford	P O Box 16478	Austin	Tx	78761
Robert Earl Ashfordjr	3505 Alpine Autumn Dr	Austin	Tx	78744
Robert M Medel	10811 San Jose Venue	Del Valle	Tx	78617
Sammie J Kellough	2314 Wagon Crossing Path	Austin	Tx	78744-4330
Sar Transportation, L.L.C.	3340 South Highway 101	Bridgeport	Tx	76426
Serna'S Trucking, Llc	P.O. Box 2100	Kyle	Tx	78640
Seto Vargas Utilities Inc	5300 Navarro Creek Rd	Del Valle	Tx	78617
Shawn Pettaway	5009 Nixon Ln, Unit B	Austin	Tx	78725
Tri Recycling Inc	Po Box 26499	Austin	Tx	78755-0499
Victor Pena	17801 Aleppo Pine Trl	Elgin	Tx	78621
Walkers Journey Trucking Llc	271 Gruetzner Ln	Elgin	Tx	78621
Waterfilled Barrier Systems International, Inc.	195 Stockade Ranch Rd., B	Paige	Tx	78659