



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: GAL0021

COMMODITY/SERVICE DESCRIPTION: INDEPENDENT REVIEW OF RESOURCE GENERATION PLAN

DATE ISSUED: January 22, 2015

REQUISITION NO.: RQS-1100-14122300227

PRE-PROPOSAL CONFERENCE TIME AND DATE: 1:30PM ON FEBRUARY 9, 2015

COMMODITY CODE: 91897

LOCATION: TOWN LAKE CENTER, ASSEMBLY RM. 130, 721 BARTON SPRINGS RD., AUSTIN, TX 78704

OR

CALL (877) 402-9753, ACCESS CODE 9462647

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

PROPOSAL DUE PRIOR TO: 11:30AM ON FEBRUARY 27, 2015

Gage Loots
Supervising Senior Buyer

PROPOSAL CLOSING TIME AND DATE: 11:30AM ON FEBRUARY 27, 2015

Phone: (512) 322-6251
E-Mail: gage.loots@austinenergy.com

COMPLIANCE PLAN DUE PRIOR TO: 3:30PM ON FEBRUARY 27, 2015

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

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

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

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

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

**SUBMIT 1 ORIGINAL, 6 COPIES, AND 1 ELECTRONIC COPY (FLASH) OF YOUR RESPONSE
SUBMIT 1 ORIGINAL, 1 COPY AND 1 ELECTRONIC COPY (FLASH) OF YOUR COMPLIANCE PLAN**

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	3
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	23
0901	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Appendix D – Availability List	3

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

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

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections

defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 8:00 AM on February 11, 2015 to gage.loots@austinenergy.com.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

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- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, 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.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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

- 3. **TERM OF CONTRACT:** This Contract shall be in effect for a term as necessary for completion of all tasks agreed upon under the Contract, or the City terminates the Contract.
- 4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
- 5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
 - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

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

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

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6. **RETAINAGE:** The City will withhold ten percent (10%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
 - D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
8. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**
- A. Access to the Austin Energy Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Energy building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
 - B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
 - C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Energy building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
 - D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
 - E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

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9. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
11. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
 - C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to

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execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

12. **CONFIDENTIALITY**. (This item replaces paragraph 37 in the STANDARD TERMS AND CONDITIONS, Section 0300)

In order to provide the Deliverables under this agreement, Contractor may require and receive access to the City's Confidential Information. Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City.

- A. "Confidential Information" means information disclosed by the City to the Contractor, and includes, but is not limited to, all documents, reports, studies, memoranda, analyses, summaries, trade secrets, project descriptions, computer programs and models, computer model inputs and outputs, commercial data, financial data and projections, pricing proposals, cost analyses, research and business strategies, and information received by the City from a third party, whether in tangible form or orally or visually conveyed to Contractor under circumstances by which Contractor should reasonably understand that the information is to be treated as confidential, whether or not marked "Confidential". Confidential Information may be in any medium and may be written or oral.
- B. Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing 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 the providing the Deliverables, (iii) to promptly notify the 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 the 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 the City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of the City, Contractor shall promptly return to the City all tangible items of Confidential Information furnished by the 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 this 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 this agreement by the Contractor could cause harm to the City 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 this agreement, in addition to any other available remedies, the City may seek temporary and permanent injunctive relief restraining the Receiving Party from disclosing or using, in whole or in part, any Confidential Information.

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13. **PROJECT MANAGER**

The Following person is designated as Project Manager, and will act as the contact point between the City and the Contractor during the term of the Contract for all technical and performance matters:

Mark Dombroski
(512) 322-6148
Mark.Dombroski@austinenergy.com

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

14. **CONTRACT MANAGER**: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract for all contractual matters:

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

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

CITY OF AUSTIN
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FOR
Independent Review of Resource Plan

1. PURPOSE

Austin Energy (“AE”) seeks responses to this Request for Proposal (RFP) from firms qualified and experienced in providing analysis and consulting in the areas of wholesale power markets and the financial assessment of power generation facilities in those markets, for the purpose of providing an economic and financial assessment of the costs and benefits of a nominal 500 MW natural gas combined cycle plant to AE’s portfolio to be constructed in the Austin area at either the Decker Creek plant site or the Sand Hill Energy Center site. The assessment shall include the costs and benefits of alternatives such as large-scale and distributed storage, renewables, and demand response, and purchased power.

2. BACKGROUND

AE is the municipally electric utility, owned and operated by the City of Austin, Texas, engaged in the generation, distribution, and transmission of electricity to over 450,000 residential, commercial and industrial customers in Travis and Williamson County, Texas. AE’s governing body is the Austin City Council.

As part of its 2014 Resource Plan update, AE has identified the potential for retirements and additions to its generation fleet. In particular, it projects the potential retirement of 735 MW of steam gas fired generation at its Decker power plant site and the construction of a new combined cycle gas unit with a nominal rating of 500 MW by the end of 2018. AE plans to reduce dispatch beginning in 2020 and retire its share of Fayette Power Project (FPP) (602 MW) by as early as 2023.

As part of its plan, AE has committed to sponsoring an independent economic, financial and environmental review of a new gas plant and other options for filling the resulting energy and capacity gaps. In addition to a new gas plant, the review should consider large-scale and distributed storage, renewables, demand response, and purchased power. The review is intended to provide an economic cost/benefit perspective of a new plant taking into consideration the construction and operating costs, changes in emissions and water usage, along with potential wholesale market revenue and benefits to the AE load zone and costs and risks as further detailed in the scope below. The review is intended to be shared on a public basis provided that certain specific competitive elements may be treated as confidential and shared only in executive sessions or non-public settings.

3. Scope of Work

The selected firm will serve as the professional consultant to AE and shall provide technical and expert advice and consultation to AE on the tasks identified in the Scope of Work of the RFP.

AE seeks a financial assessment of the costs and benefits of a nominal 500 MW natural gas combined cycle plant to be constructed in the Austin area at either its Decker Creek plant site or its Sand Hill Energy Center site. The assessment shall include the costs and benefits of alternatives such as large-scale and distributed storage, renewables, demand response, and purchased power. At a minimum, the assessment must include the following elements:

- A. The expected and hi/lo sensitivities for construction costs of the gas plant, including direct and financing costs.
- B. The projected operation and dispatch of the gas plant facility that includes:
 - I. Detailed facility performance characteristics including heat rates, ramp constraints and other relevant operational limits.
 - II. Hourly level dispatch using an appropriate production cost model such as UPLAN, PROMOD or MAPs that considers transmission topology in a security constrained economic dispatch approach based on the ERCOT market.
 - a. Detailed description of the market driver inputs such as load, generating capacity and fuel.

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- III. Expected and hi/lo sensitivities for on-going operating costs including operations and maintenance, fuel, and financing.
- IV. Expected and hi/lo sensitivities for power market prices and plant revenue derived from energy and ancillary services.
- C. The impact to revenue, cost and associated risks in the AE load zone under the options below, incorporating the generation plan goals for solar, energy efficiency, storage and demand response as presented in the approved Generation Plan, that include:
 - I. A retirement of its Decker steam units and FPP without a new generator in the AE load zone.
 - II. A retirement of its Decker steam units with the construction of a new 500 MW gas combined cycle plant at the Decker site.
 - III. A retirement of its Decker steam units with the construction of a new 500 MW gas combined cycle plant at the Sand Hill Energy Center site.
- D. A comparison with up to four scenarios that use reasonable combinations of large-scale and distributed storage, renewables, demand response, and purchased power in lieu of investing in a new natural gas plant. Alternatives to be analyzed could include:
 - I. Lowest cost combination of solar and/or wind energy (new or used facilities) with storage.
 - II. Lowest cost combination of solar and/or wind energy (new or used facilities) without storage.
- E. A validation or documentation of inputs to be used for the 20-year Net Present Value (NPV) period of analysis.
- F. Other benefits and impacts associated with the alternatives such as:
 - I. Resultant water use.
 - II. Resultant impact on local criteria pollutants and broader effects of these pollutants.
 - III. Land use impacts at Sand Hill or Decker.
 - IV. Revenue benefits and costs to AE customers.
 - V. General fund transfer/tax effects for Austin taxpayers.
 - VI. Local economic impact of project/plant.
- G. The assessment shall result in recommendations to Council of the benefits and costs and impacts of each of the scenarios.
- H. Base Deliverables: The Base Deliverables desired for this project are:
 - I. A written executive summary of the findings.
 - II. A PowerPoint slide deck of the findings.
 - III. A draft and final written report which includes the findings as well as narrative details regarding the findings, methods and assumptions used in the report.
 - IV. At AE's direction, Consultant shall attend and be prepared to participate in up to three (3) meetings to be held in the Austin area to present the findings. (These meetings may be held on non-consecutive dates over a period of several days or weeks.)
- I. Optional Deliverables may include:
 - I. Options for Proposer to attend one or more additional meetings in the Austin area within the next 90 days of Contract Award, unless otherwise agreed upon by both parties.

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FOR
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- II. Option to perform an assessment of local economic development impacts of the alternatives.
- III. Option for an additional Scenario (reference paragraph 3.D. above)

As previously noted, it is AE's intent that the majority of the deliverables will be publicly available. However, proposer may be required to execute a confidentiality agreement in order to receive access to competitive, non-public information from AE and to protect such information as it relates to the deliverables.

- J. Weekly Status Reports: Consultant shall submit weekly status reports to the AE Project Manager. Reports should be sufficiently detailed to confirm that directions being pursued are in compliance with the Services as described herein. Consultant shall propose a template report to AE Project Manager within five (5) business days of award.

At a minimum, the reports shall include:

- I. A description of significant achievements to date;
 - II. A description of issues to date which have a potential effect on scope, schedule or cost;
 - III. A description of progress, including specific tasks completed; and
 - IV. An attachment listing the number of hours worked per assigned personnel (by name, and title). Such hourly reporting shall be for informational purposes and to assess level of effort, not for hourly billing.
- K. Deliverable Criteria: Unless otherwise approved by AE Project Manager, or designee, Consultant shall:
 - I. Deliver each Deliverable free from error (including, but not limited to: formatting, spelling, grammar, mathematic, typographical).
 - II. Submit each written report electronically in a format compatible with Microsoft Word 2007 or later.
 - III. Submit each written presentation electronically in a format compatible with Microsoft Power Point 2007 or later.

4. TIMELINE

Consultant shall be prepared to begin work immediately upon award. Unless otherwise approved in writing by AE Project Manager, or designee, the draft report should be submitted no later than May 29, 2015 and the final draft report no later than June 27, 2015.

5. BUDGET

AE anticipates a budget of an amount not to exceed \$300,000 for this project.

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. 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.
- B. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- C. **Solution & Program**: Define in detail your understanding of the requirement presented in the Scope of Work (Section 0500) of this request for proposal and your plan to accomplish the required work. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
- i. A description of your work program and schedule by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - v. The plan for securing confidential data (electronic and physical)
 - vi. The points at which written, deliverable reports will be provided.
 - vii. Applicable modeling tools and their relevant capabilities
 - viii. Copies of similar electric utility analyses, studies, reports and/or presentations
- D. **Demonstrated Applicable Experience**: Proposer must have ten plus years of analytic experience (individually or corporately) in the areas of wholesale power markets and the financial assessment of power generation facilities in those markets. In particular, the proposer should have a strong track record of conducting such analysis in the framework of competitive wholesale locational marginal price power markets with specific experience in the ERCOT nodal market. Proposer should demonstrate relevant experience and capabilities that include:
- i. (Required) Evidence of ten or more years of analytic experience in the areas of wholesale power markets and the financial assessment of power generation facilities in those markets.

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- ii. (Expected) The ability to construct pro-forma financial analysis for power plant developments as noted above consistent with current industry practices.
- iii. (Expected)The ability to obtain or provide appropriate data inputs necessary for such analysis, including estimates of power plant construction and operating costs as well as projections of future fuel and power prices.
- iv. (Expected)The ability to support the analysis based on the use of a production cost model such as UPLAN, PROMOD or MAPs suitable for the ERCOT’s nodal power market.
- v. (Expected)The ability to analyze environmental risks and costs, including water usage and pollution impacts.
- vi. (Expected)The ability to model energy efficiency, demand side management, renewable energy, energy storage, and purchase power agreements.
- vii. (Expected)The ability to understand the unique characteristics of a vertically integrated utility in the nodal market.
- viii. (Preferred)The ability to provide analytical support used by major domestic or international financing firms/ratings agencies (Fitch, Moody’s, S&P) for large investments.
- ix. (Preferred)The ability to use a Monte Carlo analysis for performing sensitivities and knowledge of Weibull distributions in engineering economics.

Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

For each reference, supply at minimum the following information:

- Project Title
- Year
- Reference Name, Title and phone number
- Name(s) of key personnel participating on the project
- Description of work performed
- Project Duration
- Total Cost of the Project

E. **Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. 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 all resumes, including any sub-consultant personnel.

G. **Cost Proposal:** The Scope of Work (Section 0500) outlines deliverables for the project. A firm fixed price or not-to-exceed Contract is expected. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. Cost proposal shall be submitted using the cost table below, and shall be inclusive of all costs including, but not limited to, travel, staff resources, supplies, materials, printing, etc.

Required Services	Proposed Cost
Full delivery of Services and Deliverables as required in this Solicitation and/or resultant Contract	\$

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*Optional Services	Proposed Cost
*Optional Pricing: Additional Meeting in Austin area (Item 3.1.I of Section 0500)	\$
*Optional Pricing: Performance of an assessment of local economic development impacts of the alternatives (Item 3.1.II of Section 0500)	\$
*Optional Pricing: Option for an additional scenario (Item 3.1.III of Section 0500)	\$

*Items listed as “Optional Pricing”, shall be at Austin Energy’s option. Proposers are required to provide pricing for all items.

In addition, provide hourly rates and job titles for all personnel proposed to perform under this Contract.

- H. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer’s Contract or Legal staff have reviewed and proposed all such terms in the Proposer’s exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin’s terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City.

The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the Initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

2. ADDITIONAL PROPOSAL TERMS

- A. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation. 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. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

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- B. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- C. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- D. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
- E. **Conflicts of Interest:** Proposers to this RFP must identify areas of possible conflicts of interest in their proposals and identify possible conflict of interest that may arise during the term of the anticipated contract. At a minimum, conflicts of interest to be identified include, but are not limited to, all those described in applicable professional guidelines and/or statutes. If, at any time during the course of the contract, conflicts of interest arise, then the selected firm must notify AE immediately in writing of such conflicts.

3. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** 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 Paragraph B below 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.

B. **Evaluation Factors:**

- i. 100 points.
 - a. Solution & Program (reference 1C) – **25 points**
 - b. Demonstrated Applicable Experience & Personnel Qualifications (reference 1D & 1E) – **40 points**
 - c. Total Evaluated Cost (reference 1G) – **25 points**
Note: Cost must be submitted in the format specified in paragraph 1G above.
 - d. Local Business Presence (reference 2A) – **10 points**

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

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- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission. **Maximum 25 points.**

CITY OF AUSTIN



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

Project Name: Independent Review of Resource Generation Plan

Project/Solicitation Number: GAL0021

Date: January 22, 2015

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MBE/WBE GOALS

Annual/Project Participation Goals:			Annual/Project Participation Subgoals:			
MBE	3.51	%		African American	NA	%
			OR			
WBE	1.97	%		Hispanic	NA	%
				Asian/Native American	NA	%
				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. Copies of Chapter 2-9C and SMBR Rules may be obtained online at <http://www.ci.austin.tx.us/snbr/rules.htm> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Proposals 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 consultants to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firms for subcontracting opportunities. The City of Austin and its consultants 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 the project goals are not met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at (512) 974-7600. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance 20071206-045 (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the “no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the Ordinance, City Chapter, or solicitation documents for further details.

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

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

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

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

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

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Proposer 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 *Compliance Plan* Summary

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

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subconsultants, 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 is not completing this *Compliance Plan* in response to a Rotation List solicitation, please list the percentage of the overall contract that corresponds with the value of the work the subconsultants will be performing themselves. Do not include the value of work that the MBE/WBEs subconsultants will be subcontracting to second-level subconsultants. **If Proposer is completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.**

By listing certified MBE and WBE Firms on the *Compliance Plan*, the Proposer indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Proposer. A Letter of Intent (LOI) does not replace a binding contract between a prime consultant and a subconsultant.

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

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

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime consultant 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 subconsultant listed on the *Compliance Plan* subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subconsultant's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subconsultants' 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 subconsultant may not be counted toward both the MBE and the WBE goals. The Proposer must decide whether to designate

the dual certified subconsultant as an MBE or a WBE in the *Compliance Plan* for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

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

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

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

Section V Disclosure of Non-Certified Subconsultants

Please list all known non-certified subconsultants, 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. If Proposer is not completing this *Compliance Plan* in response to a Rotation List solicitation, please list the percentage of the overall contract that corresponds with the value of the work the subconsultants will be performing themselves. Do not include the value of work that the MBE/WBE subconsultants will be subcontracting to second-level subconsultants. **If Proposer is completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.**

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

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

Section VI Disclosure of Second-Level Subconsultants

Please complete this section if Proposer knows that one or more of Proposer's subconsultants will subcontract part of the work of their contracts to second-level subconsultants. In the last line of each entry box, please write the name of the first-level subconsultant that will be subcontracting work to the

second-level subconsultant. Identify second-level contractors by the legal name under which they will be registered to do business with the City. The first-level subconsultant should be listed in Section IV or Section V. If Proposer is not aware of any second-level subconsultants, please write “N/A” in the first box on this page.

If Proposer is not completing this *Compliance Plan* in response to a Rotation List solicitation, please list the percentage of the overall contract that corresponds with the value of the work the second-level subconsultants will be performing themselves. **If Proposer is completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.**

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

Section VII MBE/WBE *Compliance Plan* Check Sheet

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

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

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

Contacting Potential MBE/WBE Subconsultants

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

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

The availability list is sorted in numerical sequence by 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 of MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Proposer's Good Faith Efforts to meet the goals.

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

Appendix B shows the format for collecting required information from the subconsultants on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior

to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subconsultant Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

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

Good Faith Efforts Review

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

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

- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a 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 contractors' groups; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

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

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

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

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

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

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

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

The following additional Good Faith Efforts factors may also be considered

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Contractor).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all 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 subconsultants, confirming the Subconsultants' willingness to provide services should the contract be awarded.

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subconsultants are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Consultant will be required to submit post award reports detailing the utilization of all Subconsultants. 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 subconsultant payments clause. This clause requires all subconsultants to be paid within ten (10) calendar days from the date that the Consultant has been paid by the City for invoices submitted by subconsultants.

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

- **Progressive Sanctions**

The successful Proposer's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the contractor'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 Subconsultants without first receiving approval for such substitutions, which may include the addition of an unapproved Subconsultant and failure to use a Subconsultant listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

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

RFP – MBE/WBE COMPLIANCE PLAN

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

Section I — Project Identification and Goals

Project Name	Independent Review of Resource Generation Plan
Solicitation Number	GAL0021

Project Goals or Subgoals	
MBE	3.51%
African American	NA%
Hispanic	NA%
Native/Asian American	NA%
WBE	1.97%

Section II — Prime Company Information

Name of Company	
Address	
City, State Zip	
Phone	
Fax	
Name of Contact Person	
Is prime company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:

I have reviewed this *Compliance Plan* and found that the Proposer **HAS** or **HAS NOT** complied as per the City Code Chapter 2-9B.

Reviewing Counselor _____ Date _____

Director/Assistant Director _____ Date _____

Section III — *Compliance Plan Summary*

Note:

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

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

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

Proposer’s own participation in project (less any amount subcontracted):

Percentage: _____%

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

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

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

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

- Note:**
- Fill in all the blanks.
 - For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
 - Compliance plans not complying with these requirements shall be rejected as non-responsive.
 - If you are completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.
 - Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.

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

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

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

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

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

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

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

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

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

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

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

Section VI Disclosure of Second-Level Subconsultants

Duplicate as Needed

Note:

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

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

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

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

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

SECTION VII — MBE/WBE COMPLIANCE PLAN CHECK LIST

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

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes No

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

Yes No

List Methods: _____

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

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

Yes No

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

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

Yes No

If yes, please explain: _____

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

7. Was SMBR contacted for assistance? Yes No

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

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

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

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

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

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

Yes No Copy of advertisements.

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

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

CONFIRMATION LETTER

(printed on Subconsultant 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.

If this confirmation is not for a rotation list, we understand that we will be completing ___% of the work on this project.

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