

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: BKH0153

COMMODITY/SERVICE DESCRIPTION: Structured Communications
Cabling Services

DATE ISSUED: 06/11/2012

REQUISITION NO.: RQM 5600 12043000336

PRE-PROPOSAL CONFERENCE TIME AND DATE: 06/20/2012 @
1:00 PM

COMMODITY CODE: 96218

LOCATION: 1124 S IH 35, Ste. 300

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

PROPOSAL DUE PRIOR TO: 07/11/12 @ 2:00 PM

Kenneth Ming
Contract Compliance Manager, Corporate
Phone: (512) 974-6557

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: 07/11/12 @ 2:00 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, 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, Purchasing Office |
| Purchasing Office | Municipal Building |
| P.O. Box 1088 | 124 W 8 th Street, Rm 310 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

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

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer _____

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

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RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Proposal
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

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

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

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.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 at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

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

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by June 22, 2012 at 12:00 pm either via e-mail to kenneth.ming@austintexas.gov or by FAX at (512) 974-2388.

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 WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. **Commercial General Liability Insurance**. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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- (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 (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. PAYMENT BOND (May also include a Bid/Proposal/Response Bond/Guaranty – see paragraph 5 above)

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

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4. PERFORMANCE BOND (Must also include a Bid/Proposal/Response Guaranty/Bond – see paragraph 5 above)

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

5. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

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

6. 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.

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

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

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Invoices shall be mailed to the below address:

| | |
|----------------------|--|
| | City of Austin |
| Department | CTM |
| Attn: | Accounts Payable |
| Address | 1124 S IH 35, Ste. 300 |
| City, State Zip Code | Austin, Texas 78704 |
| Email: | CTMAPInvoices@austintexas.gov |

- 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.
- C. For each Work Order issued under this Contract, the Contractor's work will be subject to a final walkthrough of the facility with the designated Project Manager from the City of Austin's Communications and Technology Management. At that time, deficiencies, if any, will be noted and a solution agreed upon as to correction. Typically, a punch list will be created to track the deficiencies. The City of Austin expects that any deficiencies noted from the final walk-through will be corrected within five (5) business days.
- D. The Contractor will be paid in full only when the work has been completed. The work will be complete when all required tasks are completed as set forth in the Work Order specification, a final walkthrough is conducted and any noted deficiencies are corrected, and the required media tests, cable certification results, warranties, as-built documents and materials listings are delivered to and accepted by the designated project manager.

8. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

9. RECYCLED PRODUCTS

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

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- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

10. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:

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- i. the employee's name and job title;
- ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
- iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's 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 identified in paragraph D above to verify compliance with this provision.

11. 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 a Respondent 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 Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the City of Austin Department buildings 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 City of Austin buildings 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.

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- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City of Austin buildings 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.
13. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
14. **ECONOMIC PRICE ADJUSTMENT**
- A. Prices shown in this contract shall remain firm for the first 24 month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
 - B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

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- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

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

15. 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:

Tracy Gunderson

(512) 974-9079

*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



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

Project Name: Structured Communications Cabling Services

Project/Solicitation Number: BKH0153

Date: June 11, 2012

JUNE 2009

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MBE/WBE GOALS

| Annual/Project Participation Goals: | | | | Annual/Project Participation Subgoals: | | |
|--|------|---|-----------|---|----|---|
| MBE | 14.1 | % | | African American | NA | % |
| WBE | 15.0 | % | OR | Hispanic American | 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 for 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 Proposal 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 2-9B-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. 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 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 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. 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 subcontracts 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*. 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

As part of Good Faith Efforts, Proposers must contact MBE/WBE subconsultants for each scope of work where there is a subcontracting opportunity. The availability list found at Appendix D includes information for certified MBE/WBE businesses. The availability list has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the SLBP Area*. While only vendors on the SLBP list must be contacted, all of the Firms listed are certified as MBE/WBEs for purposes of meeting the project goals.

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 Proposer believes any of the work areas on the availability list are not applicable to the project's scope of work or if 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 Proposer wants to use a subconsultant that does not appear on this list, Proposer may either request the 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 five (5) 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 or WBE subcontractors with a Significant Local Business Presence and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract. The Proposer must solicit this interest more than five (5) business days prior to submission of the *Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. 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 or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a bid.
- (C) Negotiate in good faith with interested MBEs or WBEs that have submitted bids 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.

The following factors may also be considered by SMBR in determining that a Proposer has made Good Faith Efforts. These factors are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Proposer selected 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.
- (B) 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.
- (C) Whether the Proposer made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (D) Whether the Proposer used 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. It is the Proposer's responsibility to seek guidance from SMBR on any questions regarding compliance with this section.
- (E) Whether other Proposers successfully met 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 and copies of documents sent.
- 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.

The following additional Good Faith Efforts factors may also be considered

- Advertising in local newspapers.
- Copies of all bids received in response to Bidder contacting other Firms.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

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.

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 2-9B 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 2-9B-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 | Structured Communications Cabling Services |
| Solicitation Number | BKH0153 |

| Project Goals or Subgoals | |
|---------------------------|-------|
| MBE | 14.1% |
| African American | NA% |
| Hispanic American | NA% |
| Native/Asian American | NA% |
| WBE | 15.0% |

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 <i>Compliance Plan</i> and found that the Proposer HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> 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 | | % |

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.

| | |
|-----------------------------------|---|
| 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.

| | |
|-----------------------------------|-----------|
| 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.

| | |
|-------------------------------------|---|
| 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 VII 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 availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

Yes No

2. Is documentation of those written notices attached?

Yes No

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Proposer's written notice attached?

Yes No

4. Is documentation of other efforts to meet the goals or subgoals attached?

Yes No

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

Yes No

If yes, please explain: _____

6. Was SMBR or any other Minority or Women organization contacted for assistance?

Yes No

If yes, complete following:

Organization: _____

Contact Person: _____

Date of Contact: _____

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

Alternate Methodology, Design Build

What is Design Build?

Design Build (DB) is an alternate method of contracting. Design Build is a method of construction procurement in which design and construction services are contracted through one entity--either a joint venture between a design consultant and a constructor, or from a single entity that has both capabilities.

How Is Compliance Different?

Goals established and published in this Solicitation are for the Pre-Construction Phase only.

Statement of Intent to Comply

I certify that I will comply with the goals established in the Construction Phase. I further understand and agree that this Statement of Intent to Comply shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

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

SOLICITATION NUMBER: **BKH0153**

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 96218

DESCRIPTION: CABLE CONSTRUCTION, INSTALLATION
AND MAINTENANCE

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

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or
Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____