



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

SOLICITATION NO: PAX0135

COMMODITY/SERVICE DESCRIPTION: Cabling Infrastructure Maintenance and Repair Services

DATE ISSUED: 05/30/2016

REQUISITION NO.: 16032900358

PRE-PROPOSAL CONFERENCE TIME AND DATE:
06/08/2016, 1:30 pm, local time

COMMODITY CODE: 96218, 28526, 72523

LOCATION: ABIA, P&E 2716 Spirit of Texas Dr. Room 157

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

PROPOSAL AND COMPLIANCE DUE PRIOR TO: 06/21/2016, 2:00 PM, local time.

Sai Xoomsai Purcell
Senior Buyer Specialist

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

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexa.gov

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0135	Purchasing Office-Response Enclosed for Solicitation # PAX0135
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE
The electronic version must be on flash drive or CDs in PDF format

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	11
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
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	COMPLIANCE PLAN	23
	ATTACHMENT A – PRICE PROPOSAL FORM	6
	ATTACHMENT B – SYMPHONY WARRANTY INFORMATION	14
01555	ATTACHMENT C – AIRPORT SECURITY	24

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

Note to Buyer: request the least number of references necessary to determine Offeror responsibility suggest starting at 3 and generally not more than 5. (ERASE)

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

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

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

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

Section 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 by end of business day on 06/03/2015 to sai.xoomsai@austintexas.gov .

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

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

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall 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 \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) 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 \$5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury); and \$500,000 products/completed operations minimum limit of liability
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Fire Legal Liability with a minimum limit of \$50,000.00
 - (d) Independent contractors' coverage
 - (e) Products/Completed Operations Liability for the duration of the warranty period.
 - (f) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).

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- (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 \$5,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement 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.
 - iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 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. **PAYMENT BOND:**
- A. The City reserves the right to require a Payment Bond in an amount equal to 50% of the project amount for any individual projects costing more than \$25,000 within fourteen calendar days after notice. 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.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 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).

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- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **CONTRACT AWARD:**

This contract will be awarded in an annual amount not to exceed \$350,000 for the initial contract term and extension options. This is a requirements based contract and work will be requested as required and specified by the City for each project. The not to exceed annual amount is not a guarantee of any work under the contract.

- 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 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	Department of Aviation
Attn:	Phillip Bays
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, Texas 78719

- 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.

- 8. **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.

9. **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

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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.
10. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.
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 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>
12. **NON-SOLICITATION:**
- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
 - B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
 - C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

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- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
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. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

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- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Industry data	
Series ID: PCU517	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: aLL	
Description of Series ID: Telecommunications, Base date 200312	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: aLL	

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

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

15. **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.

16. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

17. **WORKFORCE SECURITY CLERANCE AND IDENTIFICATION (ID)**

PART 1 – GENERAL

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17.1 SUMMARY

- A. Access to any security or emergency documents must be approved by the Security Manager.
- B. Due to the ever changing environment of Airport security, requirements may change at any time.
- C. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

17.2 RESTRICTED AREAS ACCESS POLICIES

Escorted Access: For this project Individuals shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

17.3 SECURITY CLEARANCE PROCEDURES

Contractor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

The following procedures shall be followed to obtain security clearance:

1. Contract applicant shall complete, sign the **Personal Information Form**, and present two forms of identification.
2. Contract applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** statement/form.

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SUPPLEMENTAL PURCHASE PROVISIONS**

3. Contractor shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).

Non-U.S. citizen proposers shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building

17.4 SEE ATTACHMENT C – AIRPORT SECURITY REQUIREMENTS SECTION 01555

18. **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:

Phillip Bays

System Support Network Supervisor

Phillip.Bays@austintexas.gov

*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.



Equal Employment Opportunity

is

THE LAW

Chapter 5-4 of the City of Austin Code relating to Discrimination in Employment by City Contractors prohibits Contractors to engage in any discriminatory employment practice. (DISCRIMINATORY EMPLOYMENT PRACTICE MEANS discrimination against an individual because of race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age, unless sex or age is a bona fide occupational qualification of employment, during an employment action, including advertising, hiring, lay off, termination, classification, training or selection for training, promotion, demotion, transfer or compensation.)

No bid or proposal submitted to the City by a Contractor shall be considered nor shall any purchase order be issued nor contract be awarded by the City to any Contractor unless the contractor agrees not to discriminate based on the above criteria.

If you believe you have been discriminated against, contact us at:

City of Austin - Equal Employment/Fair Housing Office (EE/FHO)

Physical Address: 1050 East 11th Street, Suite 300, Austin, Texas 78702

Mailing Address: P. O. Box 1088, Austin, Texas 78767

Telephone: (512) 974-3251

Web: <http://austintexas.gov/department/equal-employment-and-fair-housing-office>



La Igualdad de Oportunidades de Empleo es **LA LEY**

Capítulo 5-4 del Código de la Ciudad de Austin está relacionado con el tema de Discriminación del Empleo por parte de los Contratistas que la Ciudad emplea, y La Ciudad prohíbe a los Contratistas a realizar cualquier tipo de discriminación en el trabajo. (LA PRÁCTICA DE DISCRIMINACIÓN EN EL TRABAJO SIGNIFICA discriminación a cualquier individuo por su raza, creencias, color, religión, nacionalidad, origen, orientación sexual, identidad de género, incapacidad física, sexo o edad, a menos que sexo o la edad sea un requisito en el empleo. Durante la contratación del empleo, se prohíbe la discriminación en la publicidad, pérdida de empleo involuntariamente, finalización del contrato, clasificación en el empleo, entrenamiento o en la selección para entrenamiento, promoción, democión, transferencia o compensación.)

Ninguna subasta ó propuesta presentadas a la Ciudad por un Contratista se considerará como aceptada, a menos que el Contratista no se compromete a no discriminar siguiendo la guía de los criterios mencionados anteriormente.

Si cree que ha sido víctima de discriminación, contáctenos en el:

Ciudad de Austin - Oficina de la Igualdad de Vivienda y Empleo (EE/FHO)

Dirección Físico: 1050 East 11th Street, Suite 300, Austin, Texas 78702

Dirección Postal: P. O. Box 1088, Austin, Texas 78767

Teléfono: (512) 974-3251

Sitio: <http://austintexas.gov/department/equal-employment-and-fair-housing-office>



CITY OF AUSTIN CONTACT FOR WAGE QUESTIONS

Please direct any wage disputes or questions to:

RUSSELL KYLE
CONTRACT COMPLIANCE SPECIALIST SENIOR
(512) 974-1404
russell.kyle@austintexas.gov

BALDEMAR MALDONADO
CONTRACT COMPLIANCE SPECIALIST SENIOR
(512) 974-5629
baldemar.maldonado@austintexas.gov

DAVID GIL PRADO
CONTRACT COMPLIANCE SPECIALIST SENIOR
(512) 974-7096
david.prado@austintexas.gov

SAM HERNANDEZ
CONTRACT COMPLIANCE ASSOCIATE
(512) 974-3742
samuel.hernandez@austintexas.gov

City of Austin
Contract Management Department
Contract Development & Contract Administration
505 Barton Springs Rd., Suite 1045, 10th floor
Austin, Texas 78704

cmdwagecompliance@austintexas.gov

City of Austin contracts require CONTRACTORS and subcontractors to pay contract wage rates as specified in Prevailing Wage Rate Determination (see posted rates).



CONTACTO DE LA CIUDAD DE AUSTIN PARA PREGUNTAS SOBRE EL SALARIO

**Usted puede preguntar cualquier duda sobre su salario
directamente ha:**

RUSSELL KYLE
ESPECIALISTA EN LA CONFORMIDAD DE CONTRATO
(512) 974-1404
russell.kyle@austintexas.gov

BALDEMAR MALDONADO
ESPECIALISTA EN LA CONFORMIDAD DE CONTRATO
(512) 974-5629
baldemar.maldonado@austintexas.gov

DAVID GIL PRADO
ESPECIALISTA EN LA CONFORMIDAD DE CONTRATO
(512) 974-7096
david.prado@austintexas.gov

SAM HERNANDEZ
ADJUNTO EN LA CONFORMIDAD DEL CONTRATO
(512) 974-3742
samuel.hernandez@austintexas.gov

Ciudad de Austin
Departamento de Gestión de Contratos
Administración de Contratos
505 Barton Springs Rd., Suite 1045
Austin, Texas 78704

cmdwagecompliance@austintexas.gov

Los contratos de la ciudad de Austin requieren que los contratistas y los subcontratistas paguen sus salarios basándose en el Determinación Prevaliente de las Tasas de Salario (consulte tasas posteadas).

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830BC

PREVAILING WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL General Decision: TX150323 12/11/2015 TX323

CLASSIFICATION	RATE	FRINGES	TOTAL WAGE
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.09	\$ 30.62	\$ 67.71
Elevator Mechanic >5 years experience	\$ 37.09	\$ 31.36	\$ 68.45
Floor Layer (Carpet)	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ -	\$ 12.83
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ -	\$ 12.27
Ironworker, Structural	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	\$ 12.27	\$ -	\$ 12.27
Laborer, Common or General	\$ 11.44	\$ -	\$ 11.44
Laborer, Mason Tender - Brick	\$ 12.22	\$ -	\$ 12.22
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ -	\$ 11.85
Laborer, Pipelayer	\$ 12.45	\$ -	\$ 12.45
Laborer, Roof Tearoff	\$ 11.28	\$ -	\$ 11.28
Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ -	\$ 13.00
Operator, Bulldozer	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ -	\$ 14.00

Operator, Mechanic	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ -	\$ 11.25
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ -	\$ 12.00
*Roofer, Metal	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 17.12	\$ 44.55
Tile Finisher	\$ 11.32	\$ -	\$ 11.32
Tile Setter	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 1.18	\$ 13.57
Truck Driver, Flatbed Truck	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ -	\$ 12.50
Truck Driver, Water Truck	\$ 12.00	\$ 4.11	\$ 16.11
Waterproofers	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

* See Page 2 for Additional Wage Information

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from General Decision TX070018 or other DOL sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms and telephones.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits by the employer. For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830HH

PREVAILING WAGE RATE DETERMINATION

HEAVY AND HIGHWAY CONSTRUCTION

COUNTY NAME: TRAVIS

Wages based on DOL General Decision:TX150016 01/02/2015 TX16

Classification	Wage Rate	Classification	Wage Rate
Agricultural Tractor Operator	\$ 12.69	Laborer, Utility	\$ 12.27
Asphalt Distributor Operator	\$ 15.55	Loader/Backhoe Operator	\$ 14.12
Asphalt Paving Machine Operator	\$ 14.36	Mechanic	\$ 17.10
Asphalt Raker	\$ 12.12	Milling Machine	\$ 14.18
Boom Truck Operator	\$ 18.36	Motor Grader Operator - Fine Grade	\$ 18.51
Broom or Sweeper Operator	\$ 11.04	Motor Grader Operator - Rough	\$ 14.63
Cement Mason/Concrete Finisher	\$ 12.56	Painter - Structures	\$ 18.34
Concrete Pavement Finishing Machine Operator	\$ 15.48	Pavement Marking Machine Operator	\$ 19.17
Crane, Hydraulic 80 tons or less	\$ 18.36	Pipelayer	\$ 12.79
Crane, Lattice Boom, 80 tons or less	\$ 15.87	Reclaimer/Pulverizer	\$ 12.88
Crane, Lattice Boom, over 80 tons	\$ 19.38	Reinforcing Steel Setter	\$ 14.00
Crawler Tractor	\$ 15.67	Roller Operator, Asphalt	\$ 12.78
Directional Drilling Locator	\$ 11.67	Roller Operator, Other	\$ 10.50
Directional Drilling Operator	\$ 17.24	Scraper Operator	\$ 12.27
Electrician	\$ 26.35	Servicer	\$ 14.51
Excavator, 50,000 lbs. or less	\$ 12.88	Spreader Box Operator	\$ 14.04
Excavator, over 50,000 lbs.	\$ 17.71	Structural Steel Worker	\$ 19.29
Flagger	\$ 10.10	Traffic Signal Installer/Light Pole Worker	\$ 16.00
Form Builder/ Setter, Structures	\$ 12.87	Trenching Machine Operator, Heavy	\$ 18.48
Form Setter - Paving & Curb	\$ 12.94	Truck Driver Tandem Axle Semi-Trailer	\$ 12.81
Foundation Drill Operator, Truck Mounted	\$ 16.93	Truck Driver, Lowboy-Float	\$ 15.66
Front End Loader Operator, 3CY or less	\$ 13.04	Truck Driver, Single Axle	\$ 11.79
Front End Loader Operator, over 3 CY	\$ 13.21	Truck Driver, Off Road Hauler	\$ 11.88
Laborer, Common	\$ 10.50	Truck Driver, Single or Tandem Axle Dump Truck	\$ 11.68
		Welder	\$ 15.97
		Work Zone Barricade Servicer	\$ 11.85

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

The Wage Compliance information detailed below was excerpted from General Decision TX20070043 or other DOL sources.

1. Additional Trade information:

Unlisted classifications needed for work not listed within the scope of the classifications listed may be added upon the advance approval of Contract Procurement. CONTRACTOR shall submit to City of Austin Contract Procurement the following: classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work. Proposed trade may not be performed by any trade already listed.

2. Wages

For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Proper Designation of Trade

A work classification from the Prevailing Wage Poster for each worker must be made based on the actual type of work he/she performed on the job. In summary the work performed, not the "title" determines the correct worker classification and wage. Each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his/her level of skill (exclusive of a bona fide apprentice currently registered in a DOL approved apprentice program - proof of individual registration must be supplied in advance to the City of Austin).

4. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
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WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Washington, DC 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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SCOPE OF WORK
CABLING INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES
SOLICITATION NUMBER: PAX0135

1. INTRODUCTION

The Austin-Bergstrom International Airport (ABIA) began providing air service in May 1999 and consists of twenty-five (25) gates and forty-two (42) ticket counter positions. ABIA is located at the intersection of two major highways, State Highway 71 on the north and US Highway 183 on the west and comprises 4,100 acres. The campus includes a 550,000 square foot terminal building and approximately fifty (50) outlying facilities including a main communications building (IS Building), administrative offices, several Fixed Based Operators (FBO), and cargo/freight facilities.

ABIA has implemented a shared communications infrastructure throughout the campus that is used by the Department of Aviation (DOA) and all tenants (airlines, rental car companies, concessionaires, cargo companies, etc.) to support their system and application interconnectivity requirements throughout the campus. The campus includes a Single Point of Entry / demarcation point established in the IS building. The IS building is interconnected with the Terminal building and all cabling is distributed throughout the campus from these two locations. Within the buildings, dedicated communications rooms have been established to provide distribution points for horizontal cabling connectivity to all end devices. The communications rooms are interconnected via backbone cabling consisting of high pair count copper UTP cabling, multi-mode fiber optic cabling, and single-mode fiber optic cabling. The majority of the horizontal cabling is Category 5e; however, some Category 6 does exist. The cabling infrastructure is supported by a 25 year warranty agreement with Symphony's Warranty program which was initiated on August 31, 1999 and is now supported by TE Connectivity Electronics Corporation and Corning Inc.

The current level of maintenance activities to support the structured cabling system as well as providing new components is performed by various entities that include the DOA staff, the contractor that is currently performing Premises Distribution System (PDS) support, and various other third parties. The level of maintenance activities is expected to vary; however, in the past year approximately 200 trouble tickets that included a cabling component were generated with a cost range between \$200.00 and \$20,000.00.

2. SCOPE OVERVIEW

The scope of work for this RFP includes service and warranty support of the structured cabling system (PDS) which serves ABIA. To fulfill the requirements of this project, the selected vendor (Contractor) shall provide a designated project manager, or equivalent, that will be responsible for the coordination of all service and support required to support the PDS at ABIA. The Contractor shall provide two (2) dedicated on-site technicians available during regular business hours to be responsible for fulfilling the regular work and services required. After hours services will be provided on an on-call as needed basis.

3. ACRONYMS

- A. ABIA: Austin Bergstrom International Airport
- B. DOA: Department of Aviation
- C. IDF: Intermediate Distribution Frame
- D. IT: Information Technology
- E. LAN: Local Area Network
- F. MACs: Moves, Adds, and Changes
- G. MAT: Maintenance Administration Terminal
- H. MDF: Main Distribution Frame
- I. MM: Multimode (fiber)
- J. MPOE: Minimum Point of Entry
- K. ND&I: Network Design and Installation

SCOPE OF WORK
CABLING INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES
SOLICITATION NUMBER: PAX0135

- L. NFPA: National Fire Protection Act
- M. NPI: Network Preferred Installer
- N. OSP: Outside Plant
- O. PDS: Premises Distribution System
- P. PSTN: Public Switched Telephone Network
- Q. RFP: Request For Proposal
- R. SIDA: Site Identification Display Area
- S. SM: Singlemode (fiber)
- T. SPOE: Single Point of Entry
- U. STS: Shared Tenant Services
- V. WAN: Wide Area Network

4. REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced.
- B. The publications are referred to in the text by basic designation only.
- C. Specific reference in specifications to codes, rules, regulations, standards, manufacturer's instructions, or requirements of regulatory agencies shall mean the latest printed edition of each in effect at the date of contract.
- D. Conflicts
 1. Between referenced requirements: Comply with the one establishing the more stringent requirements.
 2. Between referenced requirements and contract documents: Comply with the one establishing the more stringent requirements.
- E. Telecommunications Industry Association /Electronic Industries Association (TIA/EIA) 568B- Commercial Building Telecommunications Wiring Standards.
- F. TIA/EIA-569A – Commercial Building Standard for Telecommunications Pathways and Spaces.
- G. ANSI/TIA/EIA 606 – Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
- H. ANSI/TIA/EIA 607 – Commercial Building Grounding and Bonding Requirements.
- I. ANSI/TIA/EIA 758 – Customer-Owned Outside Plant Telecommunications Cabling Standard.
- J. TIA/EIA-TSB-67 - Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems.
- K. TIA/EIA-TSB-72 – Centralized Optical Fiber Cabling Guidelines.
- L. TIA/EIA PN – 3398 Cabling practices for Open Offices.
- M. TIA/EIA TSB-75 – Additional Horizontal Cabling Practices for Open Offices.
- N. IEEE 802.X working group all published standards
- O. UL 144, Underwriter's Laboratories listing of Communications Cable as required by National Electric Code.
- P. UL 1459, Underwriter's Laboratories requirements for Fire Resistance

5. CURRENT CABLING ENVIRONMENT

A. System Description

The overall ABIA campus consists of a structured cabling system (SCS) that is managed and maintained by the DOA Information Services (IS) department. In general, the SCS provides connectivity for two primary systems; a data infrastructure that is composed of both fiber optic (single-mode and multi-mode) and copper data cabling, and a voice infrastructure that is primarily composed of copper cabling.

The data infrastructure for outside and inside plant cabling includes both fiber optic cabling and copper cabling. The majority of this cabling was installed during the construction of the airport and

SCOPE OF WORK
CABLING INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES
SOLICITATION NUMBER: PAX0135

is still covered under the 25 year warranty program. New cabling that has been added since construction of the airport mostly includes single-mode fiber. The Communications Infrastructure for both inside and outside plant is based on the "Star" topology, with redundant primary communications rooms being the IS Building and the main room in the Terminal building which serve as the center of the "star".

The voice infrastructure consists primarily of high pair count copper UTP that supports an NEC PBX that distributes analog and digital signals over twisted pair copper cabling to extend its circuits to handset endpoints. This voice infrastructure is shared by all tenants and DOA staff throughout the ABIA campus.

*Note: All available cable plant drawings will be provided to the Contractor.

Outside Plant Cabling

Fiber optic and copper cabling is present at most of the key buildings on the ABIA campus. The routing infrastructure consists of a concrete encased duct bank system which is interconnected through cable vaults (manholes) strategically located around the campus. Most of the cable vaults are configured with 12-4" conduits that feed fiber throughout the campus from the IS and terminal buildings. In addition to the buildings, outdoor pedestals are co-located with the cable vaults around the perimeter of the campus to serve as connecting points to the outside plant cabling. These outdoor pedestals contain a combination of both fiber optic and copper cabling.

From a campus perspective, a majority of the fiber optic and copper cabling is installed in a ring fashion around the campus with the cabling originating in the Switch Room of the IS Building and MDF of the Terminal building (which are interconnected via high pair count copper and fiber optic cabling). Outdoor pedestals are utilized around the campus as splice points or termination points to distribute the fiber optic and copper ring. Within each outdoor pedestal, a particular quantity is either spliced or terminated with the pedestal serving as a distribution point to the local area. To serve the local area, fiber and copper is spliced and extended through a pedestal to either another pedestal or directly to the building providing end-to-end connectivity.

Similar to the fiber optic cabling, copper cabling is distributed throughout the campus utilizing the network of pedestals and manholes. From the IS Building, several 900 pair copper backbone segments distribute to key points on the campus.

*Note: All available cable plant drawings will be provided to the selected Contractor.

Inside Plant Cabling

The inside plant cabling at ABIA consists of Single-Mode and Multi-Mode fiber optic cabling, Category 5 UTP copper cabling, Category 5e UTP copper cabling, and Category 3 (CAT 3) UTP copper cabling. The CAT 3 copper riser cabling generally supports the voice signal transmissions from the NEC PBX system to the endpoint handsets and is terminated on rack mounted 110 termination blocks. This copper is fairly well documented with reference sheets connected to the phone boards. The UTP Ethernet horizontal cabling (CAT5, CAT5e) is terminated on Krone 4u 48port keystone style patch panels, with all patch cords labeled.

The majority of fiber throughout the terminal building consists mainly of Multi-Mode fiber optic cabling. However, recent upgrades have increased the quantities and capacity of single-mode fiber available to the IDFs.

*Note: All available cable plant drawings will be provided to the selected Contractor.

Communications Rooms

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The IS Building houses the Minimum Point of Entry (MPOE) which is commonly referred to as the "Switch Room" and also serves as the demarcation point for the campus cabling infrastructure. The Switch Room houses a multitude of equipment belonging to the DOA, tenants, and wireless providers. The Switch Room has undergone recent modifications that included the installation of a "Sapphire" fire suppression system.

The vast majority of the IDFs (approximately 30) contained within the Terminal/Concourse building serve not only the DOA, but the Airlines, TSA, and other tenants. There are two MDFs that serve as the center of the 'star' topology for the Terminal/Concourse building. The F106/1479 room houses the entryway for fiber to the building from the IS Building (1101) and the Multi-Mode fiber that stems throughout the terminal to the different IDFs. Room 1579A houses the Single-Mode fiber that is connected to the IDFs which house Security infrastructure.

A typical IDF shares a common set of hardware utilized to support the communications infrastructure. The cabling infrastructure is mounted to a two post rack with vertical cable management in between multiple racks, as applicable. Starting from the top, Corning LANscape fiber termination panels containing the fiber terminations, or a 110 wiring block with copper terminations are present. Further down the rack, the horizontal copper cabling is mounted along with the supporting networking infrastructure. At the bottom of the racks, a UPS battery backup that supports the networking infrastructure is installed.

Other common features in the IDFs include:

- HVAC/CRAC units that provide cooling
- Cable tray and ladder rack to carry the cable infrastructure to and from the top of the rack
- Multiple conduit pathways, these are only occupied by low voltage cabling infrastructure
- Grounding busbar which is tied into the Ladder trays and the racks

All MDF/IDFs are secured behind a locked door that requires access by Badge or via an Intelli-key providing security for the communications infrastructure and to prevent unauthorized access.

B. Warranty Information

The structured cabling system is covered under the original Symphony Certified Warranty program which was initiated in August 1999 and is now administered by TE Connectivity program and Corning Inc. Refer to Attachment B for further information regarding the warranty program. All work performed on the structured cabling system must be in compliance with the requirements established through the warranty program.

6. CONTRACTOR AND TECHNICIANS MINIMUM QUALIFICATIONS

- A. The Contractor shall have experience in the installation and maintenance of structured cabling systems and been involved in projects of comparable size and scope for a minimum of the past five (5) years.
- B. Contractors shall have current certifications and be in good standings with TE Connectivity, and be capable of performing a systems warranty and installation under the current Network Design and Installations program within the TE Connectivity cabling system.
- C. Contractors shall have current certifications and be in good standing with Corning and be capable of performing warranty and installation work under the Corning cabling system.

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- D. Technicians assigned to this contract shall be BICSI certified installers, and either ND&I certified through the TE Connectivity certification program or NPI certified through the Corning certification program, and have proven experience in the following:
 - a) Fiber Optic Cable installation
 - b) Fiber Optic Cable splicing (fusion and mechanical)
 - c) Horizontal Copper Cabling installation
 - d) Backbone Copper Cabling installation and splicing
 - e) Cable testing and troubleshooting for both the fiber optic and copper cabling
- E. A minimum of one on-site technician assigned to ABIA shall have a minimum of 3 years work experience with structured cabling and 3 years as a lead technician. The lead on-site technician shall have a minimum of three (3) years' experience in the installation, testing and troubleshooting of:
 - a) Fiber Optic Cable
 - b) Backbone Copper Cabling
 - c) Fiber Optic Cable splicing (fusion and mechanical)
 - d) Backbone Copper Cabling splicing
- F. Technicians assigned to this contract meet the minimum security requirements and be capable of obtaining a SIDA badge at ABIA, see Attachment C, Airport Security.
- G. Technicians assigned to this contract shall have a minimum of one (1) year of experience in the installation, testing and troubleshooting of Horizontal Copper Cabling
- H. The DOA reserves the right to review and approve all on-site technicians, equipment, and support personnel.
- I. The DOA reserves the right to modify and/or terminate the dedicated on-site technician requirement and request all service and maintenance on an as needed on-call basis at any time. DOA will provide the Contractor a minimum 60 days' notice prior to modification or termination of the dedicated on-site provision.

7. SCOPE OF WORK

A. General

The Contractor shall be responsible for performing maintenance and support of the structured cabling system (PDS) throughout the ABIA campus. All work performed shall be directed by the designated DOA Project Manager through task assignments. This support shall include moves, additions, and changes pertaining to the cable plant, circuit troubleshooting and provisioning, performing cable management system updates to reflect changes performed, testing to ensure end to end connectivity, maintenance of telecommunications pathways and spaces, and system warranty work.

- 1. The designated DOA Project Manager shall provide task assignments for all work to be performed. Compensation for all work performed will be provided in accordance with the agreed upon contract rates.
- 2. The Contractor shall assume responsibility for the existing TE Connectivity and Corning warranties that are in place at ABIA. Any eligible warranty work performed shall be billed directly to TE Connectivity or Corning Inc. and shall be at no cost to ABIA.
- 3. Work directed by the designated DOA Project Manager will utilize the DOA's work order / trouble ticket system. The Contractor and all technicians performing work on the ABIA campus shall be required to utilize this system to track all work performed and to close out work orders / trouble tickets.

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4. The Contractor shall be responsible for ensuring that each work area(s) is cleaned after the completion of their work. All empty boxes, extra equipment, unused cabling, cabling scraps, and trash are to be removed from the respective work area and properly disposed of or recycled when possible.
 5. The Contractor shall be required to submit both hard and electronic copies of all cabling tests performed; including new/updated drawings of data, voice, and/or video end points.
 6. All terminations shall be clearly labeled to meet ABIA's cabling labeling model.
- B. Future Projects
- Over the term of this contract it is anticipated that many IT related projects will be performed throughout the ABIA campus that may require services provided through this contract. Some of the potential projects that may impact the PDS may include, but are not limited to, the following:
- Campus wireless network improvements
 - Terminal expansion and improvements
 - Airline operational CCTV enhancements
 - Campus structured cabling infrastructure improvements
- C. The following systems and components shall be covered by the maintenance agreement that will result from this solicitation. The Contractors shall demonstrate the ability to support all of these components and note any exceptions in their proposal response:
1. Backbone Cabling
 - a) Outside Plant Cabling
 - (1) Multimode Fiber
 - (2) Singlemode Fiber
 - (3) High Pair Count Unshielded Twisted Pair
 - b) Inside Plant Cabling
 - (1) Multimode Fiber
 - (2) Singlemode Fiber
 2. High Pair Count Unshielded Twisted Pair Horizontal Cabling
 - a) Unshielded Twisted Pair (UTP) Cabling (Category 5e and higher)
 3. Supporting Components
 - a) Telecommunications Grounding System
 - b) Termination Equipment
 - c) Splice cases and equipment
 - (1) Fiber (mechanical and fusion)
 - (2) Copper
- D. The following services are anticipated to be performed by the Contractor:
1. Install, provision, and troubleshoot communications circuits as directed by the DOA project manager.
 2. Perform Moves, Adds, and Changes (MACs) pertaining to the structured cabling system.
 - a) All new installations shall be performed by an ND&I certified technician through TE Connectivity or NPI certified technician through Corning Inc. The additional components shall be subsequently added to the existing TE Connectivity or Corning warranties. ABIA reserves the right to award contracts for new installations to other qualified contractors.
 - (1) New installations are anticipated to include horizontal cabling and backbone cabling (fiber and copper) in various quantities and locations. All installations shall include all components and appurtenances to provide complete end to end connectivity. This shall include, but not be limited to, innerduct, cable tray, conduit, termination equipment, and testing.

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- b) All MAC work shall be performed during standard business working hours unless otherwise approved by the DOA. Any other circumstances that may require additional support or after hours work must be approved by the DOA prior to any work being performed.
 - c) When work is complete, the contractor shall perform all close out procedures using the DOA work order / trouble ticket system in accordance with the DOA procedures.
 - 3. Troubleshoot and testing of cabling for compliance with industry standards.
 - 4. Install patch cords/cross connects to provide point to point connectivity.
 - 5. Input cabling additions and modifications into the cable management system.
 - 6. *Preventative maintenance* shall be performed according to the manufacturer's specifications to maintain the existing TE Connectivity or Corning Warranties.
 - 7. *Corrective maintenance* (remedial maintenance) shall be defined as work required to repair a defect in equipment or software whether or not there is actually an outage and whether or not any outage involved is caused by an internal failure.
- E. The Contractor shall maintaining the integrity of the Telecommunications Grounding and Bonding System.
- 1. Communication bonding and grounding shall be in accordance with the National Electric Code and NFPA.
 - 2. All communications cables shall be grounded in compliance with ANSI/NFPA 70 and local requirements and practices.
 - 3. All equipment shall be bonded using a #6 AWG stranded conductor with a green sheath.
 - a) Communications equipment includes cross connect frames, patch panels and racks, active telecommunication equipment and test apparatus, and equipment.
- F. The Contractor shall be responsible for the integrity of any and all fire ratings for all telecommunications pathways, spaces, and systems that are affected by the work performed by the contractor.
- G. Service Hours
- 1. Normal business hours at ABIA are 8:00 AM to 5:00 PM, Monday through Friday. However, ABIA is a twenty-four (24) hour, seven (7) day-a-week operation and technician(s) may be required to perform work during non-normal business hours to support the airport's needs.
 - 2. Pricing shall be provided for both normal and off hour related work.
- H. Maintenance and service calls shall be responded to in the following manner:
- 1. During normal business hours:
 - a) ABIA Project Manager will assign trouble ticket to the on-site technician.
 - b) On-site technician shall identify the cause of the problem(s) and resolve the problem according to stated resolution times.
 - c) As required and based upon stated response times, the Contractor shall dispatch additional on-call technician(s) to the site. The technician(s) shall have all reasonable replacement parts immediately available.
 - d) The Contractor shall continue with the best effort possible to bring the system or component back to full operation. This effort may include the express shipment of any parts or additional technical support from the system manufacturer.
 - 2. During non-normal business hours:
 - a) ABIA Project Manager will assign trouble ticket to the Contractor.
 - b) Contractor shall identify the cause of the problem(s) as rapidly as possible.
 - c) As required and based upon stated response times, the Contractor shall dispatch on-call technician(s) to the site. The technician(s) shall have all reasonable replacement parts immediately available.

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- d) The Contractor shall continue with the best effort possible to bring the system or component back to full operation. This effort may include the express shipment of any parts or additional technical support from the system manufacturer.
- I. The Contractor shall provide an escalation list describing the name and telephone numbers of upper management to be contacted in the event the identified issues cannot be resolved by the first responders.

8. RECORDS AND REPORTING

- A. Contractor shall provide as-built drawings and documentation of all MACs upon completion of each work order.
- B. The Contractor shall be required to submit to the DOA a monthly maintenance report. This report shall outline any and all service problems from the previous month, as applicable. It shall describe the service problem, the technician who performed the service call and the steps and time frames required to clear the trouble.
- C. The Contractor shall be responsible for providing all appropriate information for maintaining the "one call" (call before you dig) data for all cabling installations performed by the Contractor.

9. TOOLS AND EQUIPMENT

- A. The Contractor shall provide technicians with all vehicles, tools, equipment, and supplies necessary to perform their job responsibilities. A vehicle shall be provided to allow the project team to access the campus' Telecommunications System. The Contractor shall adhere to all insurance requirements and regulations associated with operating a vehicle on the ABIA campus.
- B. ABIA shall provide the on-site technician(s) with a work area and a workstation connected to the ABIA network. The Contractor shall be required to comply with all City of Austin acceptable use policies concerning the ABIA network.

10. SERVICE LEVEL AGREEMENT

- A. Major Alarms
 - 1. A major alarm is defined as any one (1) or combination of the following system problems:
 - a) Cut or physically damaged backbone or riser cable
 - b) Ten percent (10%) or more of all active stations (voice and/or data) in any one switch or remote module are non-operational at the same time due to a cabling problem.
 - c) The loss of any of the following due to a cabling problem:
 - (1) Connectivity to any Core, Distribution, or Access layer switch
 - (2) Connectivity to any service provider equipment providing access to the Internet or Public Switched Telephone Network (PSTN)Connectivity to any tenant's operational and/or passenger processing equipment
 - (3) Connectivity to any shared use passenger processing equipment affecting more than five percent (5%) of the total resources
 - 2. Response time is defined as the time lapse between notification by appropriate DOA personnel and the actual start of on-site repairs by Contractor personnel. The Contractor agrees to the following response times for operational system problems:
 - a) Major alarms shall require an on-site response within **one (1) hour**.
 - b) All major alarms are expected to be cleared and repaired within **eight (8) hours** from the time at which the trouble was reported. However, in the case of large cabling damage or other unforeseen circumstances, the Contractor shall provide the DOA with an estimated time to complete all repairs. The DOA shall reserve the right to determine if the repair time frame is acceptable.

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- c) If the trouble call occurs after hours, the response time will be from the time of Contractor's receipt of the appropriate notice to provide repair services.
- 3. Liquidated damages shall accrue in favor of the DOA if an outage continues after **eight (8) hours** of a trouble call, or the negotiated repair time (in the case of large cable damage). The amount of the penalties does not limit the DOA's ability to recover additional damages.
 - a) If a Major Outage has occurred and is not rectified or reduced to a Minor Outage by the end of the established time period, the liquidated damages shall equal \$2,000.00 and shall continue to accrue at a rate of \$2,000.00 per eight (8) hour period thereafter, until the Major Outage is rectified or reduced to a Minor Outage; up to a maximum amount of \$10,000.00 per occurrence.

B. Minor Alarms

- 1. Minor alarms (service calls) are defined as any problem that is not considered to be a major alarm as outlined above.
 - a) Service calls are to be cleared during standard business working hours as defined to be 8:00 AM to 5:00 PM Monday through Friday.
- 2. Response time shall mean the time lapse between notification by appropriate DOA personnel and the actual start of on-site repairs by Contractor personnel. The Contractor agrees to the following response times for operational system problems:
 - a) Minor alarms must be responded to within **four (4) standard business working hours**.
 - b) Problems reported between 5:00 PM and 8:00 AM the next morning must be responded to by 12:00 noon the following business day.
 - c) All minor alarms are required to be cleared and repaired within **one (1) business day** from the time at which the trouble was reported.
 - d) If the trouble call occurs after hours, the response time will be from the time of contractor's receipt of the appropriate notice to provide repair services.
- 3. Liquidated damages shall accrue in favor of the DOA if the outage continues **after eight (8) hours** of a trouble call if during normal business hours. The amount of the penalties does not limit the DOA's ability to recover additional damages.
 - a) If a Minor Outage has occurred and is not rectified by the end of one (1) business day the liquidated damages shall equal \$500.00 and shall continue to accrue at a rate of \$500.00 per business day thereafter until the Minor Outage is rectified up to a maximum amount of \$2,000.00 per occurrence.
 - b) If a Major Outage has occurred and is not rectified, but is reduced to a Minor Outage by the end of the eight (8) hour period, the liquidated damages shall continue to accrue at \$500.00 per eight (8) hour period starting the first hour following the reduction of the Major Outage to a Minor Outage and continuing thereafter until the Minor Outage is rectified.
 - c) If a Minor Outage has occurred and is not rectified but becomes a Major Outage by the end of the eight (8) hour period, the liquidated damages shall equal \$2,000.00 and shall continue to accrue at \$2,000.00 per eight (8) hour period thereafter until the Major Outage is rectified or becomes a Minor Outage, up to a maximum amount of \$10,000 per occurrence.

C. Disaster Alarms

- 1. Disaster Situations are situations affecting the DOA property. In the event of a disaster situation at ABIA, the contractor must guarantee that technical support personnel will be on-site within **one (1) hour** after notification of the situation.

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D. Moves, Adds, Changes (MACs)

1. MACs must be completed within **two (2) business** days of request.
2. Service calls are to be cleared during standard business working hours as defined to be 8:00 AM to 5:00 PM Monday through Friday.

11. ON-SITE TECHNICIAN REQUIREMENTS

The Contractor shall provide two (2) on-site dedicated full time Cabling Technicians at ABIA. Dedicated full time Cabling Technicians shall include one lead technician with a minimum of three (3) years of experience leading cable technician teams.

The purpose of this section is to ensure clarity of resources for the on-site technician(s) and DOA Information Systems Division to provide consistent and timely services to the Department and Airport tenants.

A. Resources

1. The DOA reserves the right to review and approve/disapprove any assigned on-site personnel. The DOA reserves the right to terminate the requirement for on-site technician(s) and revert to an on-call support basis at any time.
2. As part of the Maintenance Services, the Contractor shall dedicate two (2) on-site technicians to ABIA.
 - a) The On-site Technician(s) shall be available on site from 8:00 AM – 5:00 PM Monday - Friday, with one hour lunch break.
 - (1) Additional support hours may be arranged on an as need on-call basis per the terms of the service agreement.
 - b) The dedicated on-site Technician(s) will report illness/injury to the designated DOA Project Manager within 1 (one) hour before scheduled shift begin time.
 - c) The dedicated on-site Technician(s) will submit planned absences to ABIA IS Manager 5 (five) business days prior to the requested leave date.
 - (1) If a dedicated on-site technician will be unavailable for two consecutive weeks (10 (ten) regular business days) or more, the Contractor will provide an alternate on-site technician if requested by the DOA Project Manager
 - d) The on-site Technician(s) will observe City of Austin Holiday Schedule
 - (1) City Holiday schedule will be provided to Contractor at the beginning of each calendar year.
3. All technician(s) assigned to work at ABIA shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport.
4. All technician(s) assigned to work at ABIA shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at ABIA.
5. All technician(s) will be required to sign a non-disclosure agreement and keep the details of ABIA confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. The Air-IT Site Manager will be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program section 4- Personnel Identification and will control the document in accordance with 49 CFR 1541.7.
6. DOA will provide the on-site technicians with a work area when on site. All personnel assigned to the contract shall be required to comply with all City of Austin and Aviation Information Systems security policies and procedures

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- B. Roles and Responsibilities
1. The primary ABIA contact for the dedicated on-site Technician(s) is the DOA IS Division Manager, or designated representative.
 2. The On-Site Technicians will be expected to be able to perform the following services:
 - a) Install, provision, and troubleshoot communications circuits as directed by the DOA Project Manager.
 - b) Perform Moves, Adds, and Changes (MACs) pertaining to the structured cabling system.
 - c) New Installations including, horizontal cabling and backbone cabling (fiber and copper) in various quantities and locations.
 - d) Troubleshoot and testing of cabling for compliance with industry standards.
 - e) Install patch cords/cross connects to provide point to point connectivity.
 - f) Input cabling additions and modifications into the cable management system
 - g) Preventative maintenance (as defined in Section VII Scope of Work)
 - h) Corrective maintenance (as defined in Section VII Scope of Work)
 3. All installations shall include all components and appurtenances to provide complete end to end connectivity. This shall include, but not be limited to, innerduct, cable tray, conduit, termination equipment, and testing.
 4. All new installations must be performed by a certified technician through TE Connectivity or Corning Inc.
 - a) The additional components shall be subsequently added to the existing TE Connectivity or Corning warranties.
 - b) ABIA reserves the right to award contracts for new installations to other qualified contractors.
- C. Required Qualifications and Experience
1. The On-Site Technician(s) assigned to ABIA will be BICSI certified installers, and either certified through the TE Connectivity certification program or certified through the Corning certification program.
 2. The lead on-site technician must have a minimum of three (3) years' experience in the installation, testing and troubleshooting of:
 - a) Fiber Optic Cable
 - b) Backbone Copper Cabling
 - c) Fiber Optic Cable splicing (fusion and mechanical)
 - d) Backbone Copper Cabling splicing
 3. All technicians assigned to work at ABIA must have a minimum of one (1) year of experience in the installation, testing and troubleshooting of Horizontal Copper Cabling

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1. **PROPOSAL FORMAT**

Submit one original paper copy and an electronic copy of the original proposal in PDF version on eight **separate** flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

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. Use tabs to divide each part of the Proposal and include a Table of Contents:

TAB 1 – CITY OF AUSTIN PURCHASING DOCUMENTS - Complete and submit the following documents:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0700 Reference Sheet
- D. Section 0835 Non-Resident Bidder Provisions Form
- E. Compliance Plan

TAB 2 – AUTHORIZED NEGOTIATOR: Include name, address, and telephone number of the following:

- A person in your organization authorized to negotiate contract terms and render binding decisions on Contract matters.
- A person(s) authorized to answer technical and price.

TAB 4 – ATTACHEMENT B - PURCHASING EXCEPTIONS FORM: Proposer shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The Proposer that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information under **Attachment B, Purchasing Exceptions** may result in the City deeming the offer non-responsive. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

TAB 5 - BUSINESS ORGANIZATION: Proposer should include the following:

- A. Provide your legal firm name, headquarters address, local office addresses if any, and state of incorporation.
- B. List the principal officers of the company including name, title, and tenure.
- C. Confirm that your firm is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.
- D. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned

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subsidiary during the past five (5) years. Include in the description the disposition of each such petition.

- E. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
- F. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
- G. Has your firm ever failed to complete any work awarded to you? If so, where and why?
- H. Has your firm ever been terminated from a contract? If so, where and why?
- I. Has your business ever done business using another corporation/company name?

Tab 6 - Project Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work (Section 0500) of this request for proposal and your solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

Explain how your proposed solution will meet or exceed the requirements, and present information that will define how your solution adds value to the proposed Contract.

Tab 7 - Program: Describe your technical plan for accomplishing required work. 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:

- A. A description of your process for reviewing, estimating, and quoting each task assignment.
- B. A description of how you intend to track and manage task assignments
- C. A description of the typical documentation you intend to provide for each task assignment received.
- D. Your plan for accomplishing work described in the Scope of Work, Section 0500, part 7 Scope of Work
- E. Your response to the service level agreement included in the Scope of Work, section 0500, part 10, Service Level Agreement.
- F. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Tab 8 - Project Management Structure and Approach: 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

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primary management structure, and provide internal management description for each subcontractor. Identify dispatch location and location of support personnel. Explain approach to managing and assigning resources to support the contract.

Tab 9 - Prior Experience, References and Personnel:

Prior Experience

- A. 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. Do not include experience prior to 2009.
- B. Supply the project title, description, year, and reference name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished. A minimum of three references for projects of comparable size and scope must be included which the City can contact. Prior experience must support that you have the required minimum experience as per the Scope of Work, Section 0500, Part 6, Contractor and Technicians Minimum qualifications.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail

Personnel:

- A. 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.
- B. Include documentation for all areas required as minimum qualifications is the Scope of Work, Section 0500, part 6 including:
 1. Proof of current certifications and being in good standing with TE Connectivity and being capable of performing a systems warranty and installation under the current Network Design and Installations program within the TE Connectivity cabling system.
 2. Proof of current certifications and being in good standing with Corning and being capable of performing warranty and installation work under the Corning cabling system.
 3. Proof that technicians you are proposing are either BICSI certified installers, and either ND&I certified through the TE Connectivity certification program or NPI certified through the Corning certification program, and have proven experience in the following:

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- 1) Fiber Optic Cable installation
- 2) Fiber Optic Cable splicing (fusion and mechanical)
- 3) Horizontal Copper Cabling installation
- 4) Backbone Copper Cabling installation and splicing
- 5) Cable testing and troubleshooting for both the fiber optic and copper cabling

Tab 10 - PRICE PROPOSAL: Information described in the following subsections is required from each Proposer. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

Proposer shall submit the completed price proposal spreadsheet provided in the **Attachment A: Price Proposal**.

Submission of a proposal implies that the Contractor has examined the RFP documents, Drawings and Addenda (as applicable), the site of the proposed Work and is familiar with all of the conditions surrounding the Scope of Work. The Price Proposal shall include all labor, permits, material, machinery, tools, supplies and equipment, and all work required for installation of the Projects in accordance with the RFP Contract documents, Drawings and Addenda within the time indicated. Except as specifically noted, all pricing in the

Price Proposals must account for any and all costs to provide and pay for all:

- Materials
- Labor
- Excavation, demolition, construction, installation, testing, commissioning, equipment, tools, and machinery
- Other facilities and services necessary to the proper execution and completion of the Work
Secure and pay for:
 - Permits
 - Licenses
 - Taxes
 - Fees
 - Testing

Along with the price proposal, provide a proposed payment schedule with deliverables and acceptance criteria for each.

Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/100120>

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

2. ADDITIONAL PROPOSAL TERMS

2.1 **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.

2.2 **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2.3 **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.

3. **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.

4. EVALUATION FACTORS AND AWARD

4.1 **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

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Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

1. Total Evaluated Price, including prices for installations, labor price for normal operations, and labor price for after hours or weekend operations as per the Attachment A, Price Proposal Form. Contractor with lowest price to the City will be given maximum points, remainder given on a percentage ratio basis. **(35 Points)**
2. Project Concept and Solutions Proposed Understanding Scope of Work and Service Level (Tab 8 above) and Program (Tab 9 above). Includes Contractors grasp of the requirement of the Scope of Work and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation. **(20 Points)**
3. Project Management and Approach -Tab 8 **(10 Points)**
4. Prior Experience, References and Personnel – Tab 9 **(25 Points)**
5. Local Business Presence – **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

4.2 Interview, Optional (25 points)

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- a. The point difference between the first and second ranked Proposer is less than five points.
- b. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- c. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- d. Proposer(s), in the Evaluation Committee’s opinion, that are considered qualified to perform the work, on the basis of their written response.

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- e. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- f. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

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

Project Name:

Project/Solicitation Number:

Date:

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MBE/WBE GOALS

Annual/Project Participation Goals:		Annual/Project Participation Subgoals:	
MBE	%	African American	%
WBE	%	Hispanic	%
		Asian/Native American	%
		WBE	%

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9D of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9D apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9D and SMBR Rules may be obtained online at <http://www.austintexas.gov/department/small-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid agree to abide by the City’s Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City’s MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9D-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

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

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

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

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

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

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. ***Compliance Plans* not complying with the *Compliance Plan Instructions* shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

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

Section III *Compliance Plan* Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE’s subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

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

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

- (1) Work performed by the MBE/WBE's own forces;
- (2) The cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) Fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

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

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

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

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

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

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

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

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE *Compliance Plan* Check Sheet

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

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

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

Contacting Potential MBE/WBE Subcontractors

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

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

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

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

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and

addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

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

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.
- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).

(F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.

(G) Seek guidance from SMBR on any questions regarding compliance with this section.

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

(A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.

(B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

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

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

The following additional Good Faith Efforts factors may also be considered

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

POST-AWARD INSTRUCTIONS

Letter of Intent

The Low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and each signature is to be notarized. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor, supplier, or manufacturer is required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subconsulting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ Payment Verification

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

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ Change Order/Contract Amendments

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

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

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

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

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	
Solicitation Number	

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

Section II — Bidder Company Information

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor ID #: _____</i> If No, please note: All vendors and subcontractors/consultants must register with COA’s Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please indicate:</i> MBE/WBE Joint Venture <input type="checkbox"/> MBE <input type="checkbox"/> WBE <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>I have reviewed this compliance plan and found that the Proposer HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9D.</i>	
Reviewing Counselor _____	Date _____
<i>I have reviewed this compliance plan and Concur <input type="checkbox"/> or Do Not Concur <input type="checkbox"/> with recommendation.</i>	
Director/Assistant Director _____	Date _____

Section III — *Compliance Plan Summary*

Note:

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

Total Base Bid (*if applicable*): \$ _____

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

SubGoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ _____ **Percentage:** _____%

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

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____% WBE _____% Prime _____% Non-Certified _____%

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

Section IV — Disclosure of MBE and WBE Participation Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

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

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

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

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

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

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

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

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

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

**Section VII — Disclosure of Primary and Alternate Trucking Subcontractors
Duplicate as Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Section VIII — MBE/WBE Compliance Plan Check List

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

-
1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes No
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*)
List Methods: _____ Yes No
3. Were steps taken to follow up with interested MBE/WBEs? Yes No
4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **If yes, please attach.** Yes No
5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes No
6. Were additional elements of work identified to achieve the goals or subgoals?
If yes, please explain: _____ Yes No
7. Was SMBR contacted for assistance? Yes No
- If yes, complete following:
Contact Person: _____
Date of Contact: _____
Summary of Request: _____
8. Were Minority or Women organizations contacted for assistance? Yes No
- If yes, complete following:
Organization(s): _____
Date of Contact: _____
Summary of Request: _____
9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (**Documentation is not limited to this list.**)
- Copy of written solicitation sent to MBE/WBEs in SLBP area Yes 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 Bidder'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*) Yes No

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045.

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

 Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

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

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

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

 (Email)

All Responses MUST be received by: _____

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: _____ Level of Subcontracting (check one): 1st 2nd 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Legal Name of Firm, as registered with the City

Legal Name of Firm, as registered with the City

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

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

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

Notary Public

***Including Suppliers, Manufacturers, Alternates**

Notary Public