



Amendment No. 4  
To  
Contract No. NA160000158  
For  
2<sup>nd</sup> Street Hardscape Maintenance Service  
Between  
Great Western Managed Services Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 4, 2020 through August 3, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$99,655.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/04/2016 – 08/03/2017	\$99,655.00	\$99,655.00
Amendment No. 1: Option 1 – Extension 08/04/2017 – 08/03/2018	\$99,655.00	\$199,310.00
Amendment No. 2: Option 2 – Extension 08/04/2018 – 08/03/2019	\$99,655.00	\$298,965.00
Amendment No. 3: Option 3 – Extension 08/04/2019 – 08/03/2020	\$99,655.00	\$398,620.00
Amendment No. 4: Option 4 – Extension 08/04/2020 – 08/03/2021	\$99,655.00	\$498,275.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

*E. Koehler* 6.20.20

Printed Name: E. Koehler  
Authorized Representative

Great Western Managed Services Corporation  
2635 Demona Drive  
Austin, Texas 78733  
(512) 585-9990  
[ekoehler@greatwesternco.com](mailto:ekoehler@greatwesternco.com)

Sign/Date:

Matthew  
Duree

Digitally signed by  
Matthew Duree  
Date: 2020.07.17  
15:57:29 -05'00'

Matthew Duree  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
to  
Contract No. NA160000158  
for  
2<sup>nd</sup> Street Hardscape Maintenance Service  
between  
General Western Managed Services Corporation  
and the  
City of Austin

- 1.0 The total Contract amount is recapped below: The City hereby exercises this extension option for the subject contract. This extension option will be August 04, 2019 through August 03, 2020 two options will remain.

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 08/04/2016 -08/03/2017	\$99,655.00	\$99,655.00
Amendment No. 1: Option 1 – Extension 08/04/2017 – 08/03/2018	99,655.00	\$199,310.00
Amendment No. 2: Option 2 – Extension 08/04/2018 – 08/03/2019	\$99,655.00	\$298,965.00
Amendment No. 3: Option 3 – Extension 08/04/2019 – 08/03/2020	\$99,655.00	\$398,620.00

- 2.0 MBE/WBE goals were not established for this contract.

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract. This contract amendment shall become effective on the date executed by the City.

Signature & Date:

 7.10.19

Printed Name: E. Koatuen  
Great Western Managed Services Corporation  
2635 Demona Drive  
Austin, TX 78733

Signature & Date:

 7-11-19

DeJuan Brown, Procurement Specialist II  
City of Austin Purchasing Office



Amendment No. 2  
to  
Contract No. NA160000158  
for  
2<sup>nd</sup> Street Hardscape Maintenance Service  
between  
Great Western Managed Services Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 4, 2018 to August 3, 2019. Three options will remain.
- 2.0 The total contract amount is increased by \$99,655.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/04/2016 – 08/03/2017	\$99,655.00	\$99,655.00
Amendment No. 1: Option 1 – Extension 08/04/2017 – 08/03/2018	\$99,655.00	\$199,310.00
Amendment No. 2: Option 2 – Extension 08/04/2018 – 08/03/2019	\$99,655.00	\$298,965.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  7.12.18

Printed Name: E. Koehler  
Authorized Representative

Great Western Managed Services Corporation  
2635 Demona Drive  
Austin, Texas 78733  
(512) 585-9990  
[ekoehler@greatwesternco.com](mailto:ekoehler@greatwesternco.com)

Sign/Date:  7-19-18  
Matthew Duree, Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA160000158  
for  
2<sup>nd</sup> Street Hardscape Maintenance Service  
between  
Great Western Managed Services Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 4, 2017 through August 3, 2018. Four options will remain.
- 2.0 The total contract amount is increased by \$99,655.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/04/2016 – 08/03/2017	\$99,655.00	\$99,655.00
Amendment No. 1: Option 1 – Extension 08/04/2017 – 08/03/2018	\$99,655.00	\$199,310.00

- 3.0 MBE/WBE goals do not apply to this contract
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

*Elizabeth Koehler* 6-7-17

Printed Name: ELIZABETH KOEHLER  
Authorized Representative

Great Western Managed Services Corporation  
2635 Demona Drive  
Austin, Texas 78733  
(512) 585-9990  
[ekoehler@greatwesternco.com](mailto:ekoehler@greatwesternco.com)

Sign/Date:

*Linell Goodin-Brown*  
7-19-17

Linell Goodin-Brown  
Contract Compliance Supervisor  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Great Western Managed Services Corp. ("Contractor")  
for  
2<sup>nd</sup> Street Hardscape Maintenance Service  
Contract Number: NA160000158**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Great Western Managed Services Corp. having offices at 2635 Demona Drive, Austin, Texas 78733 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Request for Proposal CRR0105.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, CRR0105 including all documents incorporated by reference
- 1.1.3 Great Western Managed Services Corp's Offer, dated May 16, 2016, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total not-to-exceed amount of \$99,655 for the initial Contract term and \$99,655 for each extension option for a total contract amount not-to-exceed \$597,930. Payment shall be made monthly upon successful completion of services or delivery of goods and upon presentation of an invoice that complies with Item 5 of Section 0400-Supplemental Purchase Provisions in the Solicitation.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**GREAT WESTERN MANAGED  
SERVICES CORP.**

**CITY OF AUSTIN**

ELIZABETH KOETTER

Printed Name of Authorized Person

[Signature]

Signature

Owner

Title:

8.3.2016

Date:

Exhibits:

Monica McClure

Printed Name of Authorized Person

[Signature]

Signature

Corporate Contract Administrator

Title:

August 4, 2016

Date:



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

**SOLICITATION NO:** RFP CRR0105

**DATE ISSUED:** 05/02/2016

**COMMODITY/SERVICE DESCRIPTION:** 2nd Street Hardscape Maintenance Services

**REQUISITION NO.:** 15091400524

**COMMODITY CODE:** 96875

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** May 5, 2016 at 11:00am

**LOCATION:** 124 W. 8<sup>th</sup> St. Austin, TX 78701, 2<sup>nd</sup> FL, TARA Conference Room #2017 or Conference Bridge Dial-In Phone Number: (512) 974-9300, Participant Code 895571

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

Claudia Rodriquez

Sr. Buyer

**Phone:** (512) 974-3092

**E-Mail:** ClaudiaR.Rodriquez@austintexas.gov

Marty James

Buyer II

**Phone:** (512) 974-3164

**E-Mail:** Marty.James@austintexas.gov

**PROPOSAL DUE PRIOR TO:** May 17, 2016 at 2:00 PM

**PROPOSAL CLOSING TIME AND DATE:** May 17, 2016 2:00 PM

**COMPLIANCE PLAN DUE PRIOR TO:** May 17, 2016 at 2:00 PM

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**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 # CRR0105	Purchasing Office-Response Enclosed for Solicitation # CRR0105
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
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 3 ELECTRONIC COPY OF YOUR RESPONSE**

**\*\*\*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	7
0500	SCOPE OF WORK	8
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	27
Attachment A	HARDSCAPE MAINTENANCE SITES	1
Attachment B	BID SHEET –COMPLETE AND RETURN	2
Attachment C	INTERLOCKING CONCRETE PAVEMENT INSTITUTE TECHNICAL SPECIFICATIONS	32
Attachment D	Pressure Washing Packet	14

**\* 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](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 8<sup>th</sup> 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](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: GREAT WESTERN MANAGED SERVICES CORP

Company Address: 2635 DEMONA DRIVE

City, State, Zip: AUSTIN TX 78733

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: ELIZABETH KOEHLER

Title: OWNER - PRESIDENT

Signature of Officer or Authorized Representative: 

Date: MAY 16.16

Email Address: ekoehler@greatwesternco.com

Phone Number: 214.912.5266

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



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

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

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

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

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

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

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).**

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

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

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Updated 05/06/16**

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 email to [ClaudiaR.Rodriguez@austintexas.gov](mailto:ClaudiaR.Rodriguez@austintexas.gov), by May 11, 2016 at 4:00pm.

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

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

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

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

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

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



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Updated 05/06/16**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 5 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - 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.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Economic Development Department

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Updated 05/06/16**

Attn:	Margaret Shaw
Address	301 W. 2 <sup>nd</sup> St, Ste#2030 2 <sup>nd</sup> FL
City, State Zip Code	Austin, TX 78701
EMAIL:	Margaret.Shaw@austintexas.gov

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

**6. HAZARDOUS MATERIALS:**

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

**7. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**8. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Updated 05/06/16**

also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**9. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

- 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Updated 05/06/16**

**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. NURSERY/FLORAL CERTIFICATE FOR LANDSCAPERS AND PLANT VENDORS:**

- A. The Contractor shall provide a current Nursery/Floral certificate issued by the Texas Department of Agriculture to sell, lease, or distribute nursery products and/or floral items in accordance with Texas Administrative Code, Title 4, Part 1, Chapter 22, Rule 22.3.
- B. A copy of the Contractor's current and valid certificate must be provided to the Buyer prior to award of a contract. Contractor will have 7 calendar days after notification by the City to provide a valid certificate.

**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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Updated 05/06/16**

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 ten percent (10%) 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:
- (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: Employment Cost Index	
Series ID: CIU201S000B00000A (B,E)	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total compensation for Private industry workers in Service-providing, blue-collar occupations, 12-month percent change	
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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Updated 05/06/16**

Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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.
17. **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:

Margaret Shaw

---

[Margaret.Shaw@austintexas.gov](mailto:Margaret.Shaw@austintexas.gov)

---

(512) 974-6497

---

\*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.

**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

**1.0 PURPOSE**

The City of Austin, Economic Development Department (EDD), hereinafter referred to as “City,” seeks bids in response to this solicitation from qualified vendors hereinafter referred to as “Contractor,” to provide cleaning, maintenance, and replacement (as needed) services for sidewalks, pavers, and streetscapes, which includes benches, bicycle racks, waste bins and other public improvements, hereinafter referred to as “hardscape”, in the Reinvestment Zone #15, Blocks 2, 3, 4 and 21, hereinafter referred to as the “Sites” (See Attachment “A”). All work will be coordinated thru a single point of contact at the City, hereinafter referred to as the “Contract Manager.”

Blocks 2, 3 and 4 are bounded on the north by 2<sup>nd</sup> Street, on the south by Cesar Chavez Street, on the west by San Antonio Street and on the east by Colorado Street. Block 21 is bounded on the north by 3<sup>rd</sup> Street, on the south by 2<sup>nd</sup> Street, on the west by Guadalupe Street and on the east by Lavaca Street. The Block 3 scope of work includes the City Hall sidewalk, plaza, amphitheater, mezzanine, 2<sup>nd</sup> floor southwest balcony (Mayor’s), 3<sup>rd</sup> floor southwest balcony (City Manager’s), and parking garage waterfall pool on Parking Level 3. Contractor shall meet all specifications listed herein as minimum requirements and shall submit a firm fixed cost for all services deliverable under the terms of this solicitation.

**2.0 BACKGROUND**

The 2<sup>nd</sup> Street District is considered one of the City’s premier public-private projects, so quality and timely cleaning, repairs, and maintenance of the Sites are essential. Service in the area is complex due to required City standards, subsurface conditions, and coordinating with private owners. The majority of the funding for cleaning and maintenance of the Sites is provided by Reinvestment Zone #15, a tax increment financing mechanism with additional funding from the City’s Building Services Department. The Successful Contractor will work closely with the City Contract Manager to maintain the District in coordination with the City and its partners.

Beginning with community discussions in the late 1980s, the six blocks along 2<sup>nd</sup> Street that include Austin City Hall were envisioned as the catalyst project to create a vibrant downtown destination where people can live, work, and play.. A creative public-private development effort between the City of Austin and six private development entities transformed the seven-acre area from distressed, low-rise commercial buildings and surface parking lots to a walkable, dense district with office, commercial, residential, retail and civic uses. These innovative public-private agreements provided funding for City Hall, Central Library, three downtown greenspaces, and other public benefits, including affordable housing, public art and opportunities for local business. Throughout the project, sustainability was a priority: Austin City Hall (Block 3) is LEED-Gold certified; W Hotel and Residences (Block 21) is LEED - Silver certified, and AMLI on 2<sup>nd</sup> (Block 22) was the first residential high-rise to achieve the 4-Star Green Building rating. The District appraised for \$676 million and generated more than \$3 million property and sales tax for the City in 2014. It was recognized in 2011 by International Economic Development Council as the best public-private partnership nationally and won the Urban Land Institute- Austin chapter’s 2015 Influence Award.

**3.0 CONTRACTOR QUALIFICATIONS**

3.1 The Contractors and subcontractors shall have a minimum of five (5) years’ experience in performing work of this nature with similarities in scope and size.

3.2 Single Point of Contact (SPOC)

3.2.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and

**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

experienced in hardscape and paver maintenance and repair services. The SPOC shall serve as the main point of contact for all services. The Contractor's SPOC shall have full decision-making authority for this contract.

- 3.2.2 The SPOC shall be available and on-call twenty-four (24) hours a day including weekends and holidays. The Contractor shall provide the office number, email address, and cell phone number for the SPOC.
- 3.2.3 Supervision: The Contractor shall assign at least one fluent English speaker to each job performed under this contract as a supervisor or team leader.
- 3.3 All personnel assigned shall wear a uniform, necessary safety equipment, and company-issued photo identification. Uniforms must be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.
- 3.4 Sustainability
  - 3.4.1 Additionally, the Contractor shall conform to all specifications relating to sustainability contained in the Solicitation documents, including, but not limited to, 0500 (Scope of Work), any included attachments, and the type of equipment as specified in the solicitation.
  - 3.4.2 The Contractor shall demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. City Council resolutions #20071129-045 <http://www.austintexas.gov/edims/document.cfm?id=110795> and #20070215-023 <http://www.austintexas.gov/edims/document.cfm?id=100723> relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.
  - 3.4.3 The Contractor agrees to conscientiously review their own business processes and purchases in an effort to reduce their overall carbon footprint and the use of chemicals that are potentially harmful to the community. The City reserves the right to conduct an annual review of sustainable practices.
- 3.5 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.
- 3.6 Permits: Contractor shall obtain, at Contractor's expense, a Temporary Use of Right-of-Way Permit or other appropriate permits, for all sidewalk, parking space and/or traffic lane closures. Permits may be obtained from the City's Transportation Department, Right of Way Management (ROWMAN) Division. The City's ROWMAN web site is <https://www.austintexas.gov/rowman>. A copy of the permit shall be provided to the Contract Manager prior to beginning work.
- 3.7 Contractor shall comply with all City Water Use Regulations. Title VI, Chapter 6-4, Article 2 restricts the use of power washers during certain drought stages. This may result in a reduced number of power washings during the time that restrictions are in place. **See Attachment D.**



**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

**4.0      PERFORMANCE SPECIFICATIONS**

- 4.1 Contractor shall furnish all materials, labor, equipment and supervision required to maintain the hardscape, streetscape and pavers throughout the term of the contract, in accordance with this specification. Work shall include but shall not be limited to:
  - 4.1.1 Collect and remove leaves, weeds, trash and debris from hardscape surfaces, including from inside tree wells and the water feature in the City Hall south plaza, but excluding refuse in trash containers.
  - 4.1.2 Clean pavers, walkways, curbs, gutters, storm drain inlets and parking turnouts (hand sweep with periodic power washing).
  - 4.1.3 Clean / wipe down benches/chairs (including stone seating on Block 3 and concrete seating on Block 21), bike racks, waste bin exteriors, and other public amenities. Method used for cleaning amenities will make certain to not cause surface damage to amenities.
  - 4.1.4 Hand clean debris and waste from top surfaces of stone benches and boulders and limestone caps on Block 3.
  - 4.1.5 Clean and empty cigarette urns as needed.
  - 4.1.6 Replace benches/chairs and bike racks as directed.
  - 4.1.7 Clean parking garage waterfall pool on the 3<sup>rd</sup> level on an annual basis.
  - 4.1.8 Removing advertisement materials, such as playbills, from streetlight poles, traffic signs, streetscape amenities and other devices.
  - 4.1.9 Remove graffiti after pre-approval from the Contract Manager.
  - 4.1.10 Stabilize and level loose or rocking pavers, as directed.
  - 4.1.11 Replace heavily soiled, cracked and/or broken pavers, as directed.
  - 4.1.12 Clean soiled pavers.
  - 4.1.13 Apply additional sand or designated material in paver joints as necessary.
  - 4.1.14 Inspect for unclean areas and hardscape damage during the course of regular hardscape maintenance and notify Contract Manager.
- 4.2 The Contractor shall keep the site, walks, driveways and other work areas affected by the work free from accumulations of waste, rubbish, litter or disorder. The Contractor shall at all times maintain the work area in a neat and orderly manner. At the completion of each visit, the Contractor shall remove and properly dispose of all waste materials and debris from site. The Contractor will be responsible for composting biodegradable waste (including leaves) and will be required to submit a composting plan for the City's review and approval.
- 4.3 Excluded Areas-The Contractor shall not be responsible for cleaning or power washing the excluded areas:

**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

- 4.3.1 On Block 3 (City Hall) the Austin Java seating area; the fog misting feature and boulders on the southwest corner of the block (arts in public places designation); and, power washing of the water feature in the south plaza and un-cut faces of stone benches and boulders throughout the block are excluded from the contract power washing and/or hand-cleaning scope. Power washing or aggressive cleaning of the limestone benches will cause excessive and premature flaking of the limestone. Graffiti removal at City Hall is not included in the scope of work. However, Contractor shall notify Contract Manager when graffiti is found.
- 4.3.2 On Blocks 2 and 4 (Silicon Labs), entry courts facing Cesar Chavez Street are excluded from the contract cleaning scope.
- 4.3.3 On Block 21 (Stratus), the Trace Restaurant seating area is excluded from the contract power washing and hand-cleaning scope.
- 4.4 Hardscape maintenance standards
  - 4.4.1 The hardscape shall be maintained in such a manner as to promote an attractive, professional, appearance similar to that of a Class A commercial office complex.
  - 4.4.2 To present a neat condition, the hardscape shall be cleaned and maintained at the following frequency:
    - 4.4.2.1 All work shall be done in the mornings, and completed before normal business hours, except as noted below or as otherwise negotiated with Block representatives. Contractor shall provide a monthly schedule showing when and where cleanings are planned. Contractor shall coordinate the performance of the work on Blocks 2 and 4 with the Silicon Labs authorized representative and on Block 21 with Stratus' authorized representative.
    - 4.4.2.2 Block 2 and 4 (Silicon Labs) shall be cleaned and maintained daily. The scope of work includes twelve (12) monthly power washings, coordinated with Contract Manager.
    - 4.4.2.3 Block 3 (City Hall) Streetscape, Plaza, and Mezzanine shall be cleaned and maintained daily. Scope of work includes twenty-four (24) semi-monthly power washings of the Streetscape, Plaza and Mezzanine; twelve (12) monthly power washings of the Mayor's balcony, and City Manager's balcony; and one (1) annual power wash of stone benches, water fountain, capstones and other areas, coordinated with Contract Manager. Additional cleanings may be requested, as needed. The parking garage waterfall pool on the 3rd level shall be cleaned on an annual basis, including removal and resetting of stones in same configuration; method shall not be by power wash and negotiated with Contract Manager;. To minimize disturbance to the operation of City Hall, Contractor shall not perform power washings during normal business hours Monday through Friday.

**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

- 4.4.2.4 Block 21 (Stratus) shall be cleaned and maintained daily. Scope of work includes twelve (12) monthly power washings coordinated with Contract Manager.
    - 4.4.2.5 Contractor shall schedule power washings within three (3) calendar days of request by Contract Manager.
    - 4.4.2.6 Contractor shall submit Service Notice identifying all work performed each week, upon completion of work, to Contract Manager.
    - 4.4.2.7 If power washing causes water or debris to be splashed on building windows, the Contractor shall be responsible for cleaning the 1<sup>st</sup> floor (lowest) windows from corner to corner up to the affected height, after power washing
  - 4.4.3 Contractor shall be aware of and take care in power washing sidewalk pavers as they are installed in a bed of sand.
  - 4.4.4 Contractor shall clean the hardscape using a method that prevents pollution of water resources. Steam cleaning methods that recapture the cleaning solution or other approved methods shall be required. See the Pressure Washing Information Packet (**Attachment B**) for detailed requirements. For additional questions or to report pollution or emergencies, an Environmental Compliance Specialist with the City of Austin Watershed Protection Department can be reached thru the City's 24-Hour Pollution Hotline at 512-974-2550. .
  - 4.4.5 Contractor shall follow any and all City ordinances relating to water recapture and disposal. Title VI of the City of Austin's water quality code contains specific pollutant discharge prohibitions. Waste water generated from pressure washing activities is one of many discharges prohibited because it contains pollutants such as oil, grime, and dirt removed from a surface that was cleaned.
  - 4.4.6 Contractor's manner of work performance shall not damage any existing hardscape finishes, building finishes, furniture finishes or landscaping. Prudent protection measures shall be taken at all times. When in doubt, Contractor shall contact the Contract Manager prior to taking a particular action. Contractor shall be held accountable for damage caused during the performance of work. Contractor shall inform the Contract Manager within two (2) hours of any damage. Contractor shall repair or replace damaged items, surfaces or areas, at no expense to the City. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost from payments owed to Contractor.
- 4.5 Hardscape Maintenance
- 4.5.1 Contractor shall clean all waste bins, benches, cigarette urns, chairs, bike racks and other public amenities. Contractor shall utilize cleaning methods which will not cause damage to original paint/coating of amenities. Soapy water and soft bristle brush recommended.
  - 4.5.2 Contractor shall remove any posters, fliers, playbills or other unauthorized material from street signs, traffic signs, benches or other public amenities.
- 4.6 Paver Maintenance and Replacement

**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

- 4.6.1 Contractor shall replace or stabilize pavers on an as needed basis.
  - 4.6.2 During the course of regular hardscape maintenance, Contractor shall inspect for paver damage, including broken, cracked, misaligned, unlevelled or otherwise loose pavers and shall notify Contract Manager in writing at minimum on monthly basis.
  - 4.6.3 Contractor shall discuss and determine course of action with Contract Manager prior to any paver maintenance being performed.
  - 4.6.4 Contractor shall schedule all repairs or maintenance within five (5) business days of request by Contract Manager.
  - 4.6.5 Contractor shall maintain and install pavers in a manner which meets the "Interlocking Concrete Pavement Institute (ICPI)" Tech Spec standards (See ICPI Specifications 5, 6 7, and 10 in **Attachment C**) Pavers being replaced will be of the same make, brand, size and color as originals.
  - 4.6.6 Block 3 pavers are Pavestone Pavers, 24" x 24" x 2" square slabs, color: Cast Stone. They shall be maintained and/or replaced in the manner meeting ICPI standards. City will provide the Pavestone pavers for replacement. The Contractor shall be responsible for cutting pavers to fit. Contractor shall not commence any repairs of pavers without prior written approval of Contract Manager.
  - 4.6.7 Block 2, 4, and 21 Pavers are the "Holland Stone Series", Antique Savannah color, 2-3/8" height/thickness. The pavers shall be maintained and/or replaced in the manner described in ICPI Tech Specifications (attached). City will provide the Holland pavers for replacement. Contractor shall not commence any repairs of paver without written prior approval of Contract Manager.
  - 4.6.8 Contractor's manner of work performance shall not damage any existing pavers or paver finishes, building finishes, landscaping or other plant, property, or equipment. Prudent protection measures shall be taken at all times. When in doubt, Contractor shall contact the Contract Manager prior to taking a particular action. Contractor shall be held accountable for damage caused during the performance of work. Contractor shall inform the Contract Manager of any damage. Contractor shall repair or replace damaged items, surfaces or areas, at no expense to the City. The City may at its sole discretion elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 4.7 Street Furniture Removal and Replacement
- 4.7.1 As needed and at the request of the City, the Contractor shall remove damaged street furniture and discuss appropriate disposition with Contract Manager.
  - 4.7.2 The City will provide replacement street furniture as needed.
  - 4.7.3 The Contractor shall be responsible for installing replacement street future using existing embedded concrete bases and anchors as needed. If anchors are damaged, Contractor shall replace them as needed.

**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

4.8 Equipment

- 4.8.1 All equipment utilized by Contractor in the performance of this Contract shall be maintained in good operating condition at all times. All safety devices required by OSHA guidelines shall be in place and in proper operating condition. Failure to provide suitable equipment for the performance of this contract will be grounds for the City to terminate the contract.
- 4.8.2 Contractor shall not use gasoline-powered maintenance equipment (e.g. power washers). Contractor shall use alternative fuel (propane, natural gas, and/or bio-diesel), manual, electric, or rechargeable low-emissions maintenance equipment. No gasoline or diesel powered equipment shall be used at any time.

4.9 Safety

- 4.9.1 Contractor shall adhere to all OSHA, state and local codes, rules and regulations concerning safety.
- 4.9.2 Contractor shall be responsible for assuring the safety of its employees, City employees and the public during performance of all services under this contract.
- 4.9.3 Contractor shall make sure that all applicable barriers and warning signs are in place before starting any work.

**5.0 CITY REQUIREMENTS**

- 5.1 The City, through service outlets located in or about the Silicon Labs (Blocks 2 and 4), City Hall (Block 3), and Stratus (Block 21) shall provide water and electric utility service necessary for Contractor to perform the work as specified herein.
- 5.2 The City will provide all facility contacts required to perform the work of this contract to the awarded Contractor.
- 5.3 The City will provide replacement street furniture as stated in Section 4.7.

**6.0 ACCEPTANCE OF WORK**

- 6.1 All work produced under the terms of this contract shall be in accordance with the specifications detailed in this scope of work.
- 6.2 All work is subject to review and acceptance by the Contract Manager.
- 6.3 If Contractor fails to clean the area(s) or replace furniture and/or pavers to the contract standards, the City may take appropriate corrective measures and deduct the cost from any payments owed to Contractor.

**Scope of Work-Section 0500**  
**Solicitation No. CRR0105**  
**2<sup>nd</sup> Street Hardscape Maintenance Services**  
**for portions of Reinvestment Zone #15, encompassing Blocks 2, 3, 4 and 21**

**7.0 TERMINATION OF SERVICES**

The City reserves the right, at its discretion, to terminate the contract for the following specific contract violations. Any violations omitted from this section but which clearly impair the performance of this contract may also lead to contract termination.

- 7.1 A pattern of consistent failure to clean areas, replace broken furniture, and/or maintain and/or replace pavers as described in this specification.
- 7.2 Failure to suspend an employee from work on this contract who has any substantiated complaint involving criminal acts, theft, alcohol or chemical abuse, abusive or threatening language, citizen harassment, or injury to persons or damage to property due to negligence or other inappropriate acts of behavior.
- 7.3 Failure to commence work within ten (10) calendar days of contract award.
- 7.4 Failure to maintain all insurance in force throughout the term of the contract including any extension thereto.
- 7.5 Failure of Contractor to perform all work in a professional manner in accordance with industry standards.

**8.0 CONTRACT CLOSE-OUT**





The Contractor shall agree to provide a “phase-out” or “transition” of services beginning thirty-business days prior to the expiration of this agreement to its successor at no additional cost to the City. The phase-out or transition includes coordinating and planning any required City services with Contractor’s successor.

**9.0 OMMISSIONS**

It is the intention of this specification to acquire shredding services with all necessary components delivered, installed, and ready for full use. All items or services omitted from the specifications which are clearly necessary for this service shall be considered a requirement, although not directly specified or called for herein.

# TIF Reinvestment Zone #15

## Hardscape Maintenance Sites

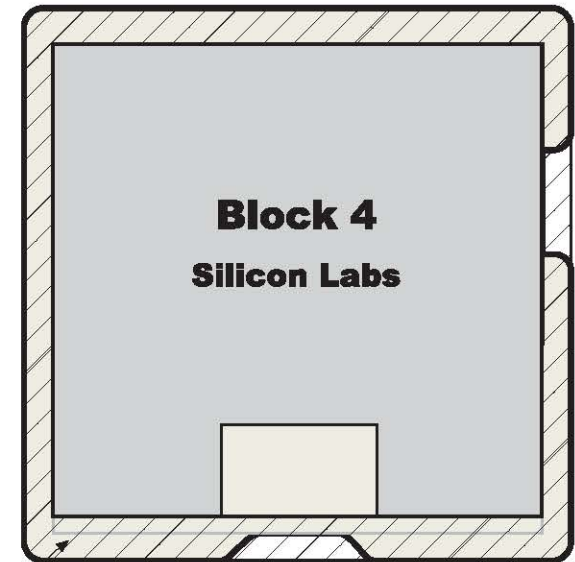
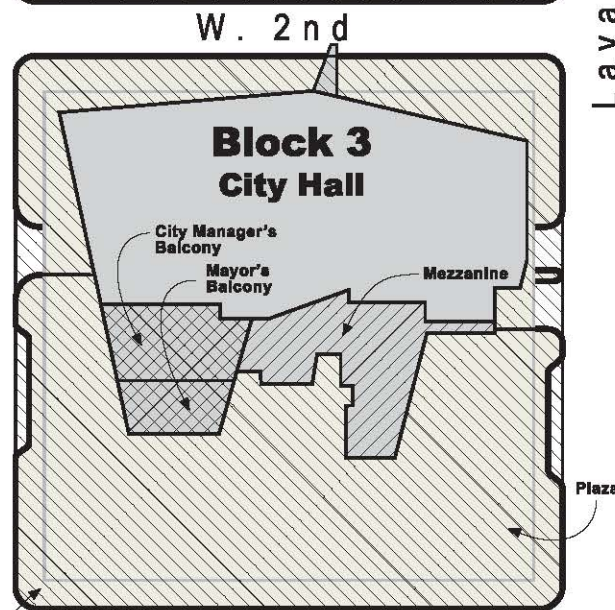
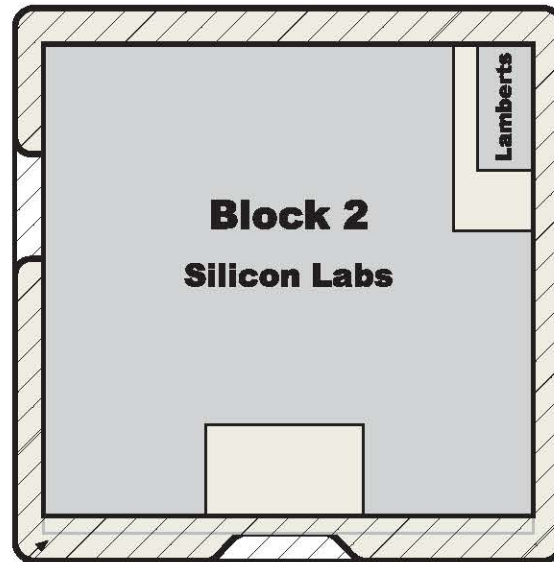
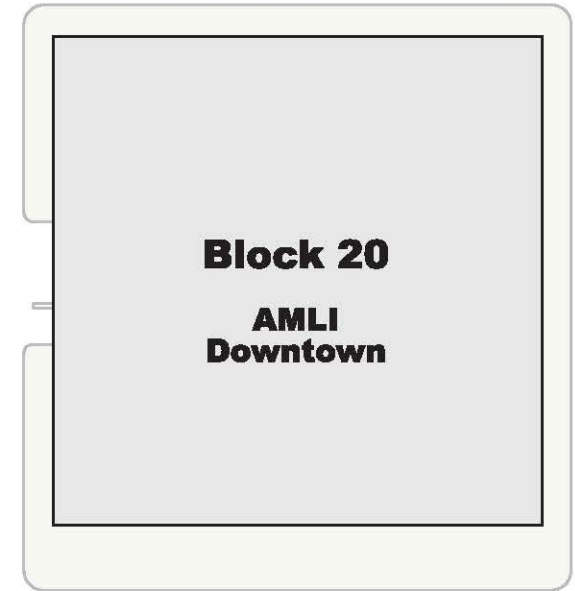
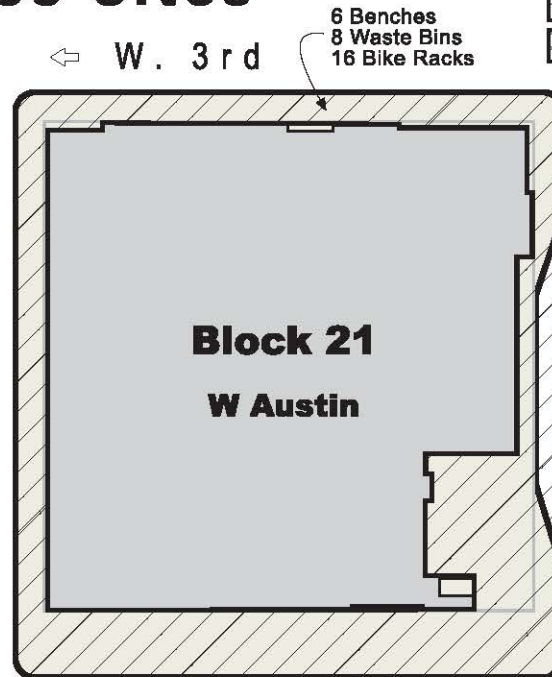
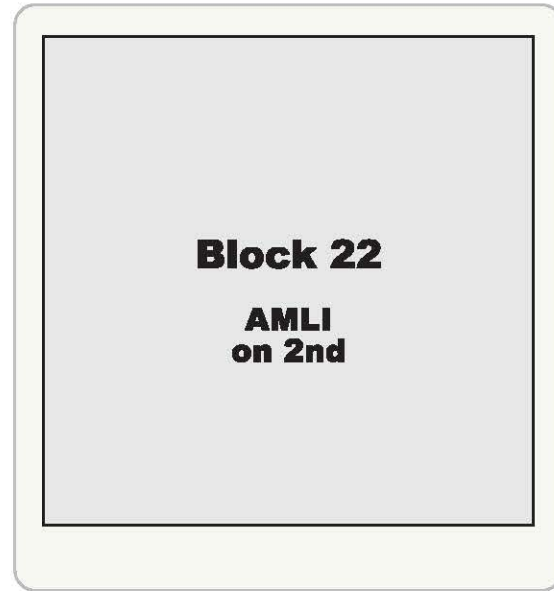
-  General Streetscape – daily cleaning; monthly power washing
-  City Hall Streetscape & Plaza – daily cleaning; twice-monthly power washing
-  City Hall Mezzanine – daily cleaning; twice-monthly power washing
-  Mayor's & City Manager's Balconies – monthly power washing

San Antonio

Guadalupe

Lavaca

Colorado



13 Benches  
9 Chairs  
8 Waste Bins  
24 Bike Racks  
4 Cigarette Urns

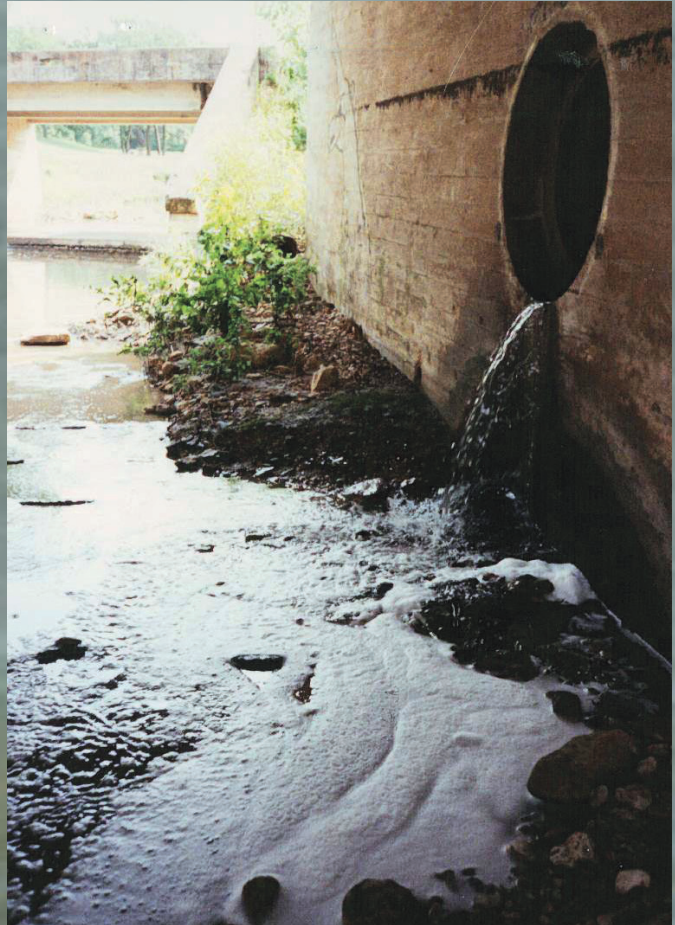
César Chávez →

14 Benches  
6 Chairs  
8 Waste Bins  
19 Bike Racks  
2 Cigarette Urns



# Pressure Washing

*Information Packet*







# City of Austin

Founded by Congress, Republic of Texas, 1839

Watershed Protection Department

505 Barton Springs Road, 11<sup>th</sup> Floor, Austin, Texas 78704

Dear Business Owner:

This packet was compiled by the City of Austin Watershed Protection Department to assist the pressure washing industry in complying with local, state, and federal environmental regulations that, oftentimes, can be difficult to understand.

To help give you a baseline understanding, the rules begin with federal requirements. Section 301 of The Clean Water Act prohibits a point source discharge of pollutants into the waters of the United States without a permit from the U.S. Environmental Protection Agency (EPA). It mandates that all cities in the United States with a population greater than 100,000 have a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit to operate their municipal storm sewer systems. In Texas, EPA delegated this authority to the Texas Commission on Environmental Quality (TCEQ) as a part of Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit. One of the key elements of this permit requires each city to have and enforce an ordinance that bans certain pollutant discharges to the storm sewer. Title VI of the City of Austin's water quality code fulfills this requirement and contains specific pollutant discharge prohibitions. Wash water from pressure washing activities is one of many discharges prohibited because it contains pollutants such as oil, grime, and dirt removed from a surface that was cleaned.

The TCEQ classifies vehicle washing and pressure washing under the same activity. Anyone using wash equipment must obtain an TPDES permit for each discharge location. Because many pressure washing businesses are mobile, it may be unreasonable to pre-determine discharge locations and obtain permits for each location. Most TPDES permitted process water discharges also require treatment and analysis of the discharge, which may not be practical for mobile detailers and other mobile washers. Most cannot afford the time it takes to accomplish these activities.

The question then becomes - What is Practical? Compliance with pressure washing regulations is not difficult. Pre-plan each wash event to allow for disposal of all wash water to the sanitary sewer system. It is illegal to discharge wash water into a storm drain system or into a city street that drains to a storm sewer inlet. Doing this may lead to criminal prosecution, resulting in fines and/or jail. Remember **anything** that enters a storm drain goes to our creeks and lakes.

You will find more detailed information concerning "Best Management Practices" during pressure washing activities within this packet. Other fact sheets are available upon request such as for food service operations that includes proper cleaning practices for dumpster and grease trap areas. The City of Austin is committed to assisting businesses in understanding compliance with stormwater regulations. Should you have any questions, feel free to call us at 512/974-2550.

# PRESSURE WASHING

City of Austin - Watershed Protection Department

**P**ollution! For most of us this word conjures visions of grounded oil tankers spilling millions of gallons of petroleum onto pristine beaches, and bubbling pools of green toxic waste dumped by a defunct chemical plant. What some people do not realize is the cumulative effects of our everyday activities such as pressure washing of equipment, vehicles, and pavement can also greatly impact the environment. Pressure washing removes dispersed grime, dirt, oil, and grease off surfaces being cleaned and concentrates these pollutants in the wash water. If this contaminated water drains to storm sewers which empty to our creeks and lakes, it pollutes our waterways. The Watershed Protection Department is responsible for preventing polluting discharges to the City storm sewer system and waterways as mandated by Title VI, Chapter 6-5 (Water Quality) of City Code. This fact sheet provides pressure washing contractors with information on how to operate without polluting the environment.

The cumulative effect of improper pressure washing significantly impacts the environment

## The Problem

### Not planning for collection and disposal of wash water.

Not planning for proper wash water disposal could result in significant costs to a pressure washing business. It's too late to decide where to dispose of wash water after cleaning a customer's lot, structure, or equipment. Chances are, the wash water will be dumped somewhere it shouldn't, resulting in costly fines and wastewater cleanups.

### Using toxic and hazardous cleaning chemicals.

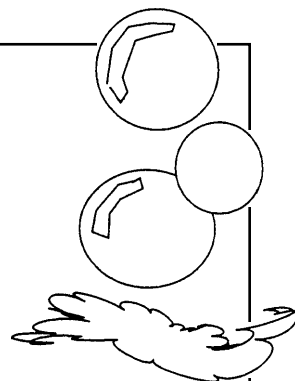
The use of toxic or hazardous cleaning agents such as flammable solvent, acids, or caustics make wastewater disposal more difficult and expensive. If flushed to a storm sewer or waterway,

they can destroy aquatic life. Some examples are:

- chlorine (found in disinfectants),
- ammonia (found in many floor and interior surface cleaners),
- sodium hydroxide (found in floor stripper),
- phosphoric acid (found in many different cleaning agents),
- nitrilotriacetic acid (found in detergents),
- meta, para, ortho-xylenes (found in concrete cleaners) and,
- hydrofluoric acid (found in metal brighteners).

## Did you know...

**If all Texans washed their vehicles twice a year and used 5 gallons of water per wash, they would generate an estimated 150 million gallons of wastewater annually. This is a lot of dirty, soapy water that can pollute our valuable water resources.**



Flushing chemicals to soil or storm water ponds results in costly cleanups. It is illegal to discharge hazardous cleaning agents to septic or sanitary sewer systems because these materials destroy biological organisms that treat the sewage and could damage the treatment plant. Most landfills will not accept liquid materials. Therefore, the only option is costly - using a hazardous waste disposal service.

**Not pretreating heavily soiled areas prior to pavement cleaning.**

Parking lots, walkways, and driveways accumulate motor oil, fuel, and antifreeze from leaking vehicles, grease, trash, and dirt. Flushing these contaminants to storm drains and streams not only results in serious fines, but also serious pollution impacts. Trash and debris clogs storm drains and waterways, leading to increased maintenance costs and flooding problems.

Trash and debris also create an aesthetic nuisance, thereby decreasing the recreational value of our creeks or lakes. Leaves

and grass clippings add unneeded organic materials to a waterway that depletes oxygen for fish. Antifreeze, fuels, oil, and metals found in used automotive fluids (arsenic, chromium, copper, lead and mercury) are toxic to humans, animals and aquatic life. Sediment and dirt cause creeks and lakes to become cloudy, reducing sunlight needed for aquatic plants. Sediment also smothers bottom-dwelling aquatic life and clogs fish gills. Many other pollutants, including metals, bacteria, and some nutrients adhere to sediment particles, increasing the sediment pollution impact.

**Not collecting wash water.**

Washing occurs when surfaces are dirty. So, even washing with plain, cold water can produce dirty wash water. Furthermore, the use of both chemical cleaning agents and/or hot water increases the amount of contaminants in the wash water. Hot water dissolves oil and grease from surfaces, so when flushed, pollutants are washed to the environment.

Cleaning agents are designed to emulsify or bind pollutants such as oil and grease. For example, engine cleaning wastewater contains petroleum products and heavy metals (e.g. lead); and, kitchen exhaust/equipment cleaning wastewater contains food grease and oil. So, if pressure wash water is flushed away - it not only carries the cleaning wastes to storm sewers or waterways, but also oil and grease residues from surfaces over which it flows. Oil and grease destroys aquatic organisms. In addition, some cleaning agents contain hazardous or toxic ingredients that kill aquatic life. Soaps and detergents (especially phosphate detergents) promote algae blooms in waterways. The subsequent death and decay of the blooms deplete sunlight and oxygen needed by aquatic life.

**Using microbes incorrectly.**

Microbes are commonly used for pavement cleaning, since these specialized bacteria and fungi "eat" petroleum and break it down to non-toxic compounds. Microbes, like other living organisms, need water, food, and air to survive. So, microbes applied to hot pavement without water will die.

Many microbial cleaning agents contain detergents which promote efficient cleaning by dissolving oil and grime off dirty surfaces. This concentrates pollutants in the wash water. Microbial cleaning agents may also contain nutrients like nitrogen to stimulate microbial growth and reproduction. But, if microbial

**Did you know...**

**Heavy metals such as cadmium, lead, and copper can interfere with reproductive cycles of fish, invertebrates, and other aquatic life. Sources of metal pollution include vehicle and parking lot washing discharges.**



City of Austin

**WATERSHED PROTECTION**

cleaning agents are flushed by pavement cleaning - or if rain water flushes cleaning agents off a dirty surface - the microbes may not find their intended food source. As a result, the dissolved oils and greases in the wash water will impact receiving waterways, and nutrients will overstimulate algae growth. Also, applying microbes over large paved areas increases the likelihood they will be flushed to storm sewers and waterways.

### **Improper disposal of collected wash water.**

Disposal of collected wash water from pressure washing activities to a storm drain, storm water pond, oil/grit separator is a violation of City, State, and Federal regulations. Discharging pressure washing wash water containing soaps or detergents to storm water ponds or oil/grit separators can cause these structures to fail, and release their contents (concentrated wastes such as oil, heavy metals, and sediment) to the storm drainage system. Wash water contains contaminants that harm aquatic life if discharged to storm sewers and waterways. It is preferable to wash or divert to a vegetated area, given mild cleaning activities were performed and no residual pollutants are in the discharge. For example, wash water generated from cleaning a heavily soiled area with or without cleaning agents should not be discharged to a vegetated area. This wastewater should be disposed of in the sanitary sewer system.

### **Improper disposal of sludge from wash water treatment or recycling systems.**

Some pressure washers use portable wastewater recycle or treatment systems. These typically

produce a sludge as the solids settle out of the reusable water. This sludge contains dirt, grease, oil, heavy metals, cleaning agent residues, and other wastes depending on the surface being cleaned.

Discarding the sludge to a storm drain, waterway, or landscaped area will pollute it. Putting the contaminated sludge in the trash can result in contamination of the landfill and groundwater.

## **The Solution**

### **Effectively plan for wash water disposal.**

Before a cleaning job, determine what kinds of contaminants might be on the surfaces to be cleaned. Choose a cleaning agent that will do the job, but ones without hazardous ingredients that make disposal difficult. Review the Material Safety Data Sheet for the cleaning agent prior to choosing a cleaning material. With this information, plan for responsible disposal. If you have a recycle or treatment system, check with the manufacturer to find out what quality wastewater is produced. This will also determine where the wastewater can be disposed. Explore your disposal options and choose the one right for you.

### **Pre-clean areas of frequent, heavy grease and grime buildup.**

For pavement:

- (1) Pick up litter and debris and sweep up accumulated sediment and dirt; seal it in trash bags and put it in trash receptacles.

- (2) Clean up puddles, leaks or spills with a dry absorbent material such as kitty litter; seal in garbage bags and place in trash.

- (3) Clean heavy oil stains and slick spots by brushing these areas with a mixture of granular clay, detergent and a small amount of water; allow it to dry; sweep it up and dispose with the trash.

Before cleaning, find out what kinds of contaminants are on the surface and choose a cleaning agent that will do the job. Then collect



Spot clean relatively small, exceptionally soiled areas on vehicles, aircraft, kitchen equipment, and buildings with a small amount of cleaning agent. Absorb the wash water using a rag, mop & bucket, wet vacuum, or similar equipment. If spot cleaning is not practical, capture and dispose of the wash water as described later in this document.

**Clean dirty surfaces using a "dry" method.** Several products can be applied to recently cleaned vehicles or airplanes to prevent attachment of dirt and oils. However, many of these products require the surface to be initially wet washed to remove most of the concentrated grime. Then, the clean surface is coated with dry washing product, allowing it to be simply rinsed or wiped with a damp cloth at the next cleaning. This will save on water usage. Check the yellow pages of the phone book under "Dry Washing" for contacts and phone numbers, or check with a cleaning chemical supplier for additional options.

**Use plain, cold water to wash.** Save money by not purchasing chemicals, and not disposing of polluted wash water. Instead of using chemical cleaning agents,

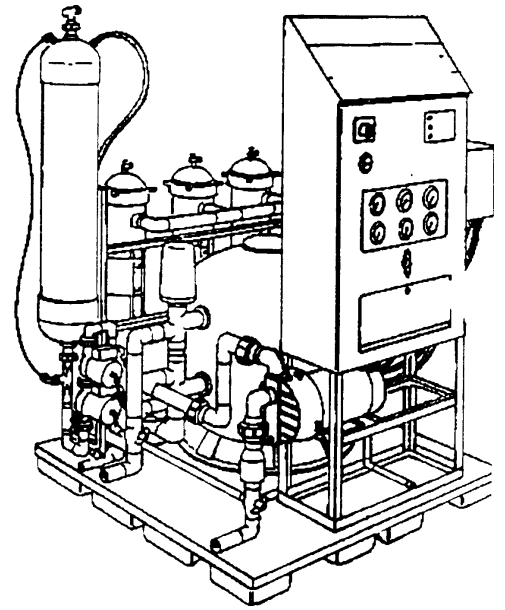
rinse or sweep dust and debris such as leaves off surfaces. Some pressure washing companies around Austin use this method to clean cars at dealerships or homes and residential decks.

**Choose biodegradable cleaning agents.** Choose less toxic cleaning chemicals - it makes disposal much easier and less expensive. These cleaning agents generally decompose quickly and are safer to use. Environmental liability associated with hazardous waste disposal is reduced.

Note: Using a biodegradable cleaning agent does not mean that the wash water won't harm the aquatic life when flushed to storm drains and waterways. When a biodegradable agent concentrates potentially hazardous materials into the wash water from the surface being cleaned (e.g. heavy metals and petroleum products), the entire volume of the wash water is polluted.

**Use microbes responsibly.** Petroleum-consuming microbes are very useful in controlled cleanup situations such as oily soil remediation, contained parts cleaning, and waste water treatment. Apply microbial cleaning agents according to manufacturer's directions, providing ample

Wastewater recycling systems may be expensive, but they save the enormous cost of contaminated waste disposal.



food, water, and oxygen, and then collect the cleaning agent for proper disposal. Use microbes only on oil stains and slick spots. Apply microbes with a minimal amount of water so that runoff does not occur. After ample application time, pick up the microbes for disposal by using absorbent material. Never leave microbes on paved areas - rain will wash them to a storm sewer or waterway. Do not apply microbes over a large area. Never flush

Note: Using a biodegradable cleaning agent does not mean that the wash water won't harm the aquatic life when flushed to storm drains and waterways. When a biodegradable agent concentrates potentially hazardous materials into the wash water from the surface being cleaned (e.g. heavy metals and petroleum products), the entire volume of the wash water is



Note: Do not use wet vacuums to pick up wash water containing flammable materials found in some cleaning agents or from gasoline spills—this can lead to fire and explosions.

microbes to a storm sewer or waterway. Obtain approval from the Watershed Protection Department to routinely use microbes - a phone number is provided at the end of this fact sheet.

## Capture wash water containing cleaning agents.

At permanent sites, construct a covered wash pad (such as a car wash bay) that contains and recovers the wash water for disposal to the sanitary sewer system. For temporary or mobile cleaning operations, other options are:

- Wash mats contain wash water through raised or curbed edges. Wash mats are commonly used in mobile vehicle washing applications.
- Barrier or boom systems capture wastewater by placing them around equipment or structures being washed. These systems are also placed down gradient of the wash area, capturing wastewater before it drains into a storm sewer. Barrier systems are not recommended for use on soil or uneven surfaces which allow the wash water to soak in or run underneath the barrier.

- Seals and plugs to cover storm drains and inlets, preventing wastewater from entering. A seal is a waterproof mat placed over a storm drain, while a plug is usually placed inside the storm sewer at the outlet pipe. The wastewater is then collected in or around the storm drain, which is usually the low point of the parking lot or paved surface.

Collect or pick-up contained wash water. For small jobs, pick up wash water using a mop and bucket or wet vacuums. The following are typically used for larger jobs:

- Pumps to collect wastewater from a collection area and place it in a tank or drums for treatment or disposal.
- Floor scrubbing machines, street sweepers, and similar equipment to spray water and sometimes a cleaning solution onto the surface being cleaned, and immediately vacuum it into a tank for treatment and disposal.

## Store wash water for treatment and/or disposal safely and properly.

For some jobs, especially those at gas stations or facilities with an on site car wash, storage may not be necessary. Here, discharge the wash water directly into the wash bay drain where it will be treated and recycled or sent to the sanitary sewer. If on site sanitary sewer disposal is not possible, place the wastewater in a tank or drums for hauling to an approved disposal site. In some instances, the wastewater may need storage

for an extended period of time to await sampling results or disposal approval. Regardless of how long the wastewater is stored, handle it in a safe and legal manner.

Keep storage containers securely closed and labeled to identify the contents. Stored containers in a well-ventilated area with overhead cover to protect them from rain. Keep containers in a secure location protected from traffic and vandalism. If the containers are portable, such as a plastic tank on a flatbed truck or trailer, they must meet Department of Transportation requirements. These requirements include type of container, volume it can carry, proper labeling, proper documentation (manifest), etc. For transported wastes, develop a spill contingency plan. Educate all workers transporting such wastes with the response actions listed in the plan. For more details on spill contingency planning, contact the Watershed Protection Department. Phone numbers can be found at the end of this fact sheet.

## Reduce, reuse, recycle.

Treat wash water prior to disposal to: (1) separate out pollutants (e.g. oil for recycling), (2) reduce the volume of wastewater for disposal, and (3) provide reusable



wash water - all which reduce business costs and pollution. Wastewater treatment is most frequently used for construction equipment and vehicle washing to remove sediment and grime. It is also used for engine detailing and oily equipment washing (such as the landing gear for aircraft or automotive parts to be machined) to remove petroleum products.

Wastewater treatment is not necessary in all cases. Some pressure washing contractors choose not to treat the wastewater due to cost of the equipment. However, treatment systems may actually pay for themselves, as heavily contaminated wastewater is more expensive to dispose of than slightly contaminated wastewater. Several types of treatment systems are available:

- Total recycling units reprocess wastewater for reuse as wash water. These units are usually found at a stationary or permanent wash site. The settled sludge may need disposal as hazardous waste due to concentration of hydrocarbons and heavy metals.
- Limited recycle units reprocess the wastewater for limited

reuse as wash water. Waste from limited recycle units are generally clean enough for disposal in the sanitary sewer, with prior approval.

- Pretreatment units only clean the wastewater enough for disposal to the sanitary sewer, with prior approval. Unlike limited recycle units, the wastewater is not clean enough for reuse.
- Evaporator units reduce the amount of wastewater for disposal by heating the water for evaporation losses. Evaporator units are used in sequence with other treatment systems (see above) to prevent pollutants from releasing to the atmosphere.

These treatment systems can use one or more of several methods to clean up wastewater.

- Gravity settling allows gravity to do the work - oil floats on water and sediment falls to the bottom.
- Oil-water separation skims or strains oil from the wastewater. This process is complicated if there are detergents in the wastewater because they disperse and suspend oil and grease in the water. A chemical additive may be necessary to break apart the oil and water.
- Chemical treatment adds chemicals to separate contaminants (e.g. using flocculants - large particles which attract contaminants and separate them from the water).

- Carbon filtration removes pollutants by adsorbing them to carbon particles in the filter.
- Mechanical filtration pumps the wastewater through filters to remove solids.
- Media filtration removes pollutants from wastewater with sand or gravel as filter media.
- Reverse osmosis (RO) filtration forces clean water, under pressure, through a very fine membrane. Contaminants present in the wastewater that are too large to pass through the filter membrane are retained. RO membranes are very sensitive and are expensive to replace if they are subjected to very dirty wastewater. RO filters are used in sequence behind other filters.
- Oxidation or ozonation breaks down organic pollutants by adding liquid oxygen or ozone to the wastewater.

The City's Solid Waste Services Department provides free, non-regulatory audits of businesses to help reduce the amount of waste generated. Contact them for more details at the phone number provided at the end of this document.

### **Dispose of wash water properly.**

Check with your client; some work sites have an approved facility such as a car wash or recycle system that can legally handle pressure washing wash water. But, obtain permission from the site owner or operator first; these systems connect to the sanitary sewer and may have loading limi-

The City's Solid Waste  
Services Department  
provides free,  
nonregulatory audits of  
businesses to help reduce



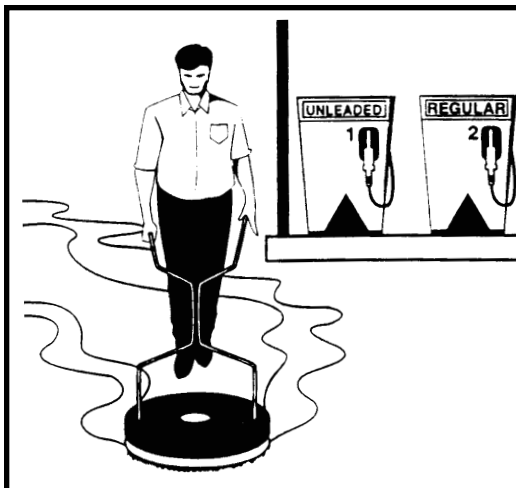
tations. Wastewater from kitchen equipment cleaning and some pavement cleaning may be acceptable for discharge to the sanitary sewer system, only with prior approval from the Austin Water Utility. Contact the Austin Water Utility for more information. Never discharge pressure washing wastes to a septic system, as some cleaning agents may destroy the biological organisms necessary for the system to operate.

### Store and dispose of sludge from recycle or treatment systems properly.

Waste filters, sludge, and/or solids generated from reuse or recycle wash water systems will eventually need disposal. These materials may be hazardous if they contain specific quantities of contaminants like heavy metals. Dry the sludge prior to disposal to make disposal easier (liquid wastes are prohibited at some landfills) and less costly. Follow the same storage protocol as described earlier. In general, disposal companies will require laboratory analysis of the wastes, to determine proper handling and disposal procedures. Always keep records of the disposal company, its location, copies of manifests, and any other documentation to demonstrate that the waste has been legally handled and discarded. Contact the Watershed Protection Department for a list of disposal companies.

### Know your drainage.

Familiarize yourself with the location and purpose of storm drains, oil/grit separators, and



Make wastewater disposal easier and less expensive. Use the least toxic cleaning chemicals when pressure washing.

storm water ponds in areas where you plan to clean. Prevent wash water from entering these drains and ponds. Be aware that most outdoor and some indoor drains connect to the City's storm sewer system leading to area creeks and lakes. If you are unsure which system (sanitary or storm) is connected to your drains, contact the Watershed Protection Department or a licensed plumber for a dye trace and/or other verification method. Train employees. Prevention is the key to eliminating pollution. The best prevention method is to train employees to clean pavement, equipment, vehicles, and structures properly. Take time for training; it can save time and money in clean ups, fines, and site restorations.

### The Bottom Line

There are costs associated with environmental damages due to discharges or spills to storm sewers, oil/grit separators, storm water ponds, grassy areas, and dumpsters from improper wastewater or sludge disposal. Clean up costs, in addition to costs associated with treatment of injuries or time lost from work can be substantial. This is especially true if the discharged waste is hazardous and poses a public health or environmental threat. Fines or criminal penalties can be levied against persons contributing to illegal discharge or waste disposal practices. It is the responsibility of the pressure washer and their clients to ensure all applicable regulations are followed.







## For more information:

Regulation of polluting discharges to storm sewers and waterways; fact sheets on oil/grit separators, storm water ponds and pavement cleaning; spill contingency planning; proper use of microbes; hazardous waste disposal companies; list of wastewater treatment/recycling vendors

City of Austin Watershed Protection Department

Pollution Prevention and Reduction Section

(512) 974-2550

Septic system discharges

Austin Water Utility

On-site Sewage Facility Program

(512) 972-0267

Sanitary sewer discharges

Austin Water Utility

Special Services Division

(512) 972-1060

Business waste reduction, Waste Exchange Program

City of Austin Solid Waste Services Department

Waste Reduction Assistance Program

(512) 974-4331

Department of Transportation (DOT) material transportation regulations, waste storage/disposal requirements, recycling/reuse information, microbe use approval

Texas Commission on Environmental Quality

Region 11 Office

(512) 339-2929

Cleaning Equipment Trade Association (CETA)

(800) 441-0111 I

International Carwash Association (ICA)

(312) 321-5199

International Kitchen Exhaust Cleaning Association (IKECA)

(202) 638-2031

International Window Cleaning Association

(IWCA) (800) 875-4922

National Air Duct Cleaners Association (NADCA)

(202) 737-2926

Power Washers of North America (PWNA)

(800) 393-7962

Water Jet Technology Association (WJTA)

(314) 241-1445





Pollution Prevention and Reduction Section  
Watershed Protection Department  
P.O. Box 1088  
Austin, TX 78767



*Austin Water Utility*

Austin Water Utility  
Special Services Division  
3907 S. Industrial Drive, Suite 100  
Austin, TX 78744-1070

## **Disposal Options for Wastewater Generated by Pressure Washers**

City, State and Federal regulations require that pressure washing wastewater be collected for appropriate disposal.

Where can pressure washing wastewater be disposed?

- **The sanitary sewer system with prior approval from the Special Services Division of the Austin Water Utility.**
  - 1) Wash at an existing facility (i.e. service station, convenience store) that has:
    - Current Industrial Waste Control Permit with the Austin Water Utility
    - Appropriate pretreatment (e.g. grit trap)
  - 2) Establish a fixed site/facility connected to the City's sanitary sewer collection system with the following conditions met:
    - Submit a permit application for review.
    - Obtain authorization by permit to discharge industrial wastewater.
    - Install appropriate pretreatment structure (e.g., grit trap).
    - Install a wastewater flow meter at the discharge from the fixed site to facilitate billing for wastewater charges and, possibly wastewater surcharges.
- **A Landfill**

The BFI and Waste Management landfills on Giles Road in Austin will accept, with prior approval, certain types of hauled liquid waste. Please call and check with each landfill site for their individual requirements.

Pressure washing wastewater cannot be disposed of in:

- **The storm sewer system (including drainage ditches, detention ponds, and other stormwater conveyances).**
- **A waterway.**
- **A sanitary sewer cleanout.**
- **A sanitary sewer or storm sewer manhole.**
- **A toilet.**
- **The Walnut Creek Wastewater Treatment Plant Receiving Station.**



Pollution Prevention and Reduction Section  
Watershed Protection Department  
P.O. Box 1088  
Austin, TX 78767



*Austin Water Utility*

Austin Water Utility  
Special Services Division  
3907 S. Industrial Drive, Suite 100  
Austin, TX 78744-1070

## The Bottom Line:

**Improper pressure washing can be costly. An unauthorized discharge is a violation of City Code, is considered a Class C Misdemeanor, and is punishable with a fine of up to \$2,000 per day per violation. It can also be costly to clean up wastewater from the ground, a storm drain or waterway due to improper pressure washing activities. Some cleaning agents contain hazardous ingredients. Cleaning agents also carry large quantities of dirt, grime, oil and grease that are toxic to aquatic and plant life. Some can promote the growth of algae blooms that deplete the oxygen needed by aquatic life. So, please help preserve Austin's valuable water resources by conducting appropriate pressure washing. For additional information, please feel free to contact the resources listed below.**

## Important Phone Numbers:

- **The Special Services Division of the Austin Water Utility**  
Regulates industrial wastewater discharges into the sanitary sewer system under Chapter 15-10 of Austin City Code.  
Office (512) 972-1060 or 24-Hour Pager (512) 802-8919
- **The Pollution Prevention and Reduction Section of the Watershed Protection Department**  
Regulates discharges to the storm sewer system and waterways under Title VI, Chapter 6-5 of Austin City Code  
24-Hour Pollution Hotline (512) 974-2550
- **BFI Landfill (512) 272-4327**
- **Waste Management Landfill (512) 272-4329**



## CHECKLIST OF BEST MANAGEMENT PRACTICES FOR PRESSURE WASHING

- ☐ Familiarize yourself with the site prior to cleaning.
  - Know the location of storm drains, oil/grit separators, and stormwater quality ponds on the lot and plan to keep wash water from reaching them.
  - Know where the water collects and flows on the lot.
- ☐ Plan your collection method and how you will dispose of the wastewater from *each* site.
- ☐ Obtain necessary permits and authorizations.
- ☐ Make disposal arrangements in advance of the job.
- ☐ Receive authorization from the site owner to dispose of wash water in their car wash drain if they have a car wash.
- ☐ Pre-clean areas using dry methods;
  - Pick up litter and debris; sweep up accumulated sediment and dirt.
  - Use a dry sorbent to clean puddles, leaks, and spills.
  - Clean heavy oil stains and slick spots by brushing in a mixture of granular clay, detergent and a small amount of water. Let dry then sweep up for disposal.
  - Seal sweepings and dry material in trash bags and discard in dumpster.
- ☐ Consider using plain, cold water to wash and minimize the amount used (reduces disposal volume).
- ☐ If you have to use a cleaning agent, choose a biodegradable one (less costly disposal).
  - Biodegradable relates to the ability of the treatment plant to break down the product - not its ability to biodegrade in the natural environment.
  - Ask the product manufacturer or distributor for a copy of the product's Material Safety Data Sheet (MSDS). The MSDS can help you determine if there are hazardous ingredients (acid, caustic, flammable solvent).
- ☐ If you choose to use a cleaning agent that contains a microbial product, follow the manufacturer's directions for use.
  - Use only on stains and slick spots with a minimal amount of water to prevent runoff. Do not apply over a large area.
  - Never flush to a storm sewer or waterway.
  - Provide ample nutrients, water, and oxygen.
  - Collect the cleaning agent for proper disposal.
- ☐ Contain and collect the wash water.
- ☐ Dispose of collected wash water properly. Never discharge it to a storm drain, oil/grit separator, or waterway.
- ☐ If on-site sanitary sewer disposal is not possible, store and transport wash water in accordance with applicable laws.
- ☐ Train all employees on pressure washing requirements. Provide the right equipment for the job.

# PRESSURE WASHERS

<u>Company</u>	<u>Phone Number</u>	<u>Contact</u>
♣ Austin H2O Plus	(512) 264-8842	Tim Williams
Austin Pressure Wash	(512) 267-1873	Dana Lovell
♣ Austin Pressure Washers	(512) 267-5098	Paul Kelso
Brian's Fleet Washing	(214) 808-7750	Kara Norsworthy
Extreme Pressure Washers	(512) 785-4537	Charles Bowden
Hill Country Pressure Washing	(512) 785-6455	Joel Armistead
HLK Inc.	(512) 989-3111	Phil Kiger
♣ Max Powerwashing	(512) 554-1363	Troy Fulks
Moore Pressure Cleaning	(210) 481-1530	Franklin Moore
♣ Mr. Ed's Cleaning Solutions	(512) 892-5869	Ed & Dianne Smith
Precision Pressure Washing	(512) 689-3311	Ryan McCarley
♣ Pure Power Wash	(512) 906-9905	Ryan Harmon
R & M Pressure Washing	(512) 627-2453	Randy Boatright
Strait's Pressure Cleaning	(210) 422-4422	Ken Straight
Superior Wash	(254) 458-9765	Frank Hatcher III
♣ Texas Power Washing	(512) 554-1368	Tony Pots
♣ Westlake powerwashing	(512) 913-2740	JT Hasty
♣ Xtreme Powerclean	(512) 282-9864	Donnie Jones

♣ Company claims to reclaim; pollutants from wash waters can not be discharged to the storm water collection system.

This list is provided by the Pollution Prevention and Reduction Section of the City of Austin Watershed Protection Department. If any company is discharging pollutants into the storm water collection system, call the 24-Hour Pollution Hotline at **512-974-2550**.

\*\* This list was compiled from various advertisement listings and contacts with company representatives and does not represent all the pressure washing companies that exist. The Watershed Protection Department does not advocate any one company's products or services and is not responsible for their performance.

**SECTION 0600 - PRICE SHEET**  
**CITY OF AUSTIN**  
**HARDSCAPE AND PAVER MAINTENANCE SERVICES**  
**UPDATED 05/06/16**

**BUYER:** Claudia Rodriguez

**SOLICITATION NO.:** RFP# CRR0105

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to make multiple awards based on categories or any other criteria deemed by the City to be most advantageous. The estimated annual quantities listed below are estimates only, the City does not guarantee the purchase of the quantities listed. Pricing shall include all permit fees, travel, materials, equipment, etc. The rate listed below is all inclusive rate billed to the City per service requested.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Block 2, daily cleaning	365	Each	\$33.00	\$12,045.00
2	Block 2, power washing	12	Each	\$400.00	\$4,800.00
3	Block 3, Streetscape, Plaza, and Mezzanine daily cleaning	365	Each	\$33.00	\$12,045.00
4	Block 3, Streetscape, Plaza and Mezzanine power washing	24	Each	\$300.00	\$7,200.00
6	Block 3, 2nd floor south Mayor's balcony, power washing	12	Each	\$300.00	\$3,600.00
7	Block 3, 3rd floor southwest City Manager's balcony, power washing	12	Each	\$300.00	\$3,600.00
8	Block 3, annual cleaning of the 3rd floor parking garage waterfall pool and power wash of stone benches, water fountain, capstones and other areas.	1	Each	\$1,400.00	\$1,400.00
9	Block 4, daily cleaning	365	Each	\$33.00	\$12,045.00
10	Block 4, power washing	12	Each	\$400.00	\$4,800.00
11	Block 21, daily cleaning	365	Each	\$33.00	\$12,045.00
12	Block 21, power washing	12	Each	\$400.00	\$4,800.00
13	Replacement of Block 3 Pavestone pavers, including labor and equipment (City to supply pavers)	60	Each	\$25.00	\$1,500.00
14	Stabilize Block 3 Pavestone pavers, including material, labor and equipment	40	Each	\$25.00	\$1,000.00
15	Replacement of Block 2, 4 and 21 Holland Stone pavers, 2 3/8" height/thickness, Antique Savannah, including labor and equipment (City to supply pavers)	50	Each	\$4.50	\$225.00
16	Stabilize/reset Block 2, 4 and 21 Holland Stone pavers, including material, labor and equipment	300	Each	\$4.50	\$1,350.00



**SECTION 0600 - PRICE SHEET**  
**CITY OF AUSTIN**  
**HARDSCAPE AND PAVER MAINTENANCE SERVICES**  
**UPDATED 05/06/16**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE (hourly rate)	EXTENDED PRICE (est qty X hourly rate)
17	Custodial Worker	600	Hourly	\$13.50	\$8,100.00
18	Custodial Supervisor	125	Hourly	\$18.00	\$2,250.00
19	Construction Worker	300	Hourly	\$13.50	\$4,050.00
20	Construction Supervisor	100	Hourly	\$18.00	\$1,800.00
21	Remove and replace damaged street furniture as needed (City to provide furniture)			Allowance	\$1,000.00
TOTAL BID					99,655.00

The City may wish to purchase other additional services or products available through this contract. Provide information on any additional products or services available as well as the pricing and or percentage discount (%) off listed pricing. This will be used for informational purposes only.

ITEM NO.	DESCRIPTION OF OTHER ITEMS /SERVICES AVAILABLE	PRICE OR % DISCOUNT		
22				
23				
24				

**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	GREAT WESTERN MANAGED SERVICES CORP	
Physical Address	2635 DEMONA DRIVE AUSTIN TX 78733	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> 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?)	<input checked="" type="radio"/> Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A - SELF PERFORMED	
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 GREAT WESTERN MANAGED SERVICES

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 CITY OF AUSTIN  
Name and Title of Contact MARGARET SHAW  
Project Name 2nd STREET HARDSCAPE  
Present Address 301 W. 2nd ST. # 2030 2ND FL  
City, State, Zip Code AUSTIN TX 78701  
Telephone Number (512) 974. 6497 Fax Number ( )  
Email Address margaret.shaw@austintexas.gov

2. Company's Name CITY OF AUSTIN  
Name and Title of Contact PAT D'ANGELO  
Project Name BLDG SERVICES  
Present Address AUSTIN ANIMAL CENTER  
City, State, Zip Code AUSTIN TX 78701  
Telephone Number (512) 974. 3962 Fax Number ( )  
Email Address pat.dangelo@austintexas.gov

3. Company's Name SAN MARCOS ARMY RESERVE CENTER  
Name and Title of Contact CHARLES BLOOM  
Project Name SMARC  
Present Address 1202 CLONIS BARKER RD  
City, State, Zip Code SAN MARCOS TX  
Telephone Number (210) 221-5149 Fax Number ( )  
Email Address charles.e.bloom@army.mil

**Section 0815: Living Wages Contractor Certification**

Company Name GREAT WESTERN MANAGED SERVICES

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
EARLY GRAY	V.P. OF OPERATIONS
LEO ALMAREZ	CREW LEADER
MARIA ALMAREZ	LABORER

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

**Section 0835: Non-Resident Bidder Provisions**

Company Name GREAT WESTERN MANAGED SERVICES CORP

- 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: RESIDENT BIDDER

- (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: \_\_\_\_\_



# CITY OF AUSTIN



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

---

---

**Project Name:** 2nd St Hardscape Maintenance Services

**Project/Solicitation Number:** RFP 5500 CRR0105

**Date:** 05/02/2016

---

---

## TABLE OF CONTENTS

Overview .....	1
<i>Compliance Plan</i> Instructions .....	3
Good Faith Efforts Instructions .....	6
Contacting Potential MBE/WBE Subcontractors .....	6
Good Faith Efforts Review .....	7
Post-Award Instructions.....	9
Letter of Intent.....	9
Post-Award Monitoring .....	9
 <b><u>FORMS</u></b>	
Appendix A: <i>Compliance Plan</i> .....	11
Appendix B:      Letter to Potential Subcontractors .....	18
Appendix C:      Letter of Intent .....	19
Appendix D:      Availability Lists.....	

## MBE/WBE GOALS

<u>Annual/Project Participation Goals:</u>				<u>Annual/Project Participation Subgoals:</u>		
MBE	5.9	%		African American	/	%
WBE	1.9	%	<b>OR</b>	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 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the 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 2-9C and SMBR Rules may be obtained online at <http://www.austintexas.gov/departments/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 2-9C-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](mailto: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](mailto: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 2-9C of the City Code, including:

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

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



**IFB – 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**

<b>Project Name</b>	2nd St Hardscape Maintenance Services
<b>Solicitation Number</b>	RFP 5500 CRR0105

<b>Project Goals or Subgoals</b>	
MBE	5.9 %
African American	/ %
Hispanic	/ %
Asian/Native American	/ %
WBE	1.9 %

**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"/> If yes, provide Vendor ID #: _____ 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 <a href="https://www.ci.austin.tx.us/financeonline/finance/index.cfm">https://www.ci.austin.tx.us/financeonline/finance/index.cfm</a>
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

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

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For SMBR Use Only:**

*I have reviewed this compliance plan and found that the Proposer **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9C.*

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

*I have reviewed this compliance plan and **Concur** ☐ or **Do Not Concur** ☐ with recommendation.*

\_\_\_\_\_  
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 \_\_\_\_\_ %

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.

<b>Name of MBE/WBE Certified Firm</b>			
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			

<b>Name of MBE/WBE Certified Firm</b>			
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			

<b>Name of MBE/WBE Certified Firm</b>			
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			

<b>Name of MBE/WBE Certified Firm</b>			
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:

---



---



---



---

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

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

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

<b>Subcontractor</b>	
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.

<b>Second-Level Subcontractor</b>	
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	

<b>Second-Level Subcontractor</b>	
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	

<b>Second-Level Subcontractor</b>	
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	

<b>Second-Level Subcontractor</b>	
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.

<b>Primary Trucking Subcontractor</b>	
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	

<b>Alternate Trucking Subcontractor</b>	
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	

<b>Alternate Trucking Subcontractor</b>	
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	

<b>Alternate Trucking Subcontractor</b>	
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*) Yes ☐ No ☐  
List Methods: \_\_\_\_\_
  3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐
  4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **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? Yes ☐ No ☐  
If yes, please explain: \_\_\_\_\_
  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 <input type="checkbox"/>	No <input type="checkbox"/>
Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of advertisements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? ( <i>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</i> )	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**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, 10<sup>th</sup> 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 ☐ CommodityPeriod of Performance: \_\_\_\_\_ Level of Subcontracting (*check one*): ☐ 1<sup>st</sup> ☐ 2<sup>nd</sup> ☐ 3<sup>rd</sup>

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 \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.SUBSCRIBED AND SWORN TO before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.\_\_\_\_\_  
**Notary Public****\*Including Suppliers, Manufacturers, Alternates**\_\_\_\_\_  
**Notary Public**

# City of Austin

## Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 5500 CRR0105 2nd St Hardscape Maintenance Services

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
----------------------	---------------	-----------------	-----------	-----	------

### Vendors Within the SLBP Area

#### 92914 Asphalt Pavers Maintenance and Repair

MUN7143465 MUNIZ CONCRETE & CONTRACTING INC Po Box 6596 Austin Tx 78762	512-385-2334 512-389-1446 rudy@munizcontracting.com	MDB	M/Hispanic	AU
V00000922250 Rucoba & Maya Construction, LLC 1201 Grove Blvd. #2903 Austin Tx 78741	8328676673 rudy@rucobaconstruction.com	MDB	M/Hispanic	AU

#### 96221 Cleaning Services, Steam and Pressure

VS0000015683 ALEON Properties, Inc. 8760a Research Blvd Ste #167 937 Reinli Ste 12 Austin Tx 78751 Austin Tx 78758	5122175555 5122331716 info@aleonpropertiesinc.com	MWB	F/African American	AU
ARM7140925 ARMOR AFFILIATES INC 4257 Gattis School Rd Round Rock Tx 78664	512-671-9727 512-671-9757 tom@armorsealants.com	MDB	M/Hispanic	SL
AUS7045715 AUS-TEX SANDBLASTING & COATINGS INC 9605 Fm 812 Austin Tx 78719-3000	512-243-0274 512-243-0277 navellgarcia@yahoo.com	MB	M/Hispanic	AU
V00000919934 EXPRESS COMMERCIAL CLEANING INC 2255 Cr 172 Ste 301 Round Rock Tx 78681	5129194333 5122874258 info@expresscommercialcleaning.com	MWB	F/Hispanic	SL
VC0000103339 GG'S CONSTRUCTION LLC 13608 Bullick Hollow Road Austin Tx 78726	512-257-8075 512-219-5209 rolandoo@mxconstruction.net	MDB	F/Hispanic	AU
GUE2158500 H A GUERRERO CARPET CLEANERS & SALES 2313 S 1st St Austin Tx 78704-5198	512-442-8437 512-442-8542	MWDB	F/Hispanic	AU

# City of Austin Subcontract Vendor List - VCRCVS

**Solicitation No.: RFP 5500 CRR0105 2nd St Hardscape Maintenance Services**

**Version No.: 1**

**Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	VS0000024284 ROBERT OCHOA Po Box 91121 Austin Tx 78709	512-228-1837 5125820690 rochoa@jkcleaning.org	MB	M/Hispanic	AU
	VS0000019303 SIMPLY KLEAN LLC Po Box 200522 Austin Tx 78727	8009910971 8009910971 mario@simplyklean.us	MDB	M/African American	AU
	V00000923452 TAMMIE GARCIA AND RONNIE GARCIA 7308 Gaines Mill Lane Austin Tx 78745	5127128229  viaace1@gmail.com	MB	/Hispanic	AU
	V00000900595 Unity Cleaning LLC Po Box 142214 Austin Tx 78714	512-762-1577 5128211059 unitycleaningllc@yahoo.com	MWB	F/African American	AU
	V00000909501 ZLynx Enterprise, Inc 6448 Highway 290 East, Suite E107 Austin Tx 78723	512-451-8828 203 5124518758 clarence_williams@reliefenterprise.org	MDB	M/African American	AU
<b>96875 Streetscaping Services</b>					
	VC0000102203 ABC EROSION CONTROL INC 23407 Fulkes Lane Leander Tx 78641	512-259-3894 5122594467 vsanchez@abceci.com	MWDB	F/Hispanic	SL
	ENV7167715 ENVIRONMENTAL SURVEY INC Consulting 4602 Placid Pl Austin Tx 78731-5515	512-458-8531 512-458-1929 JCWALTHER@ENVIROSURVEY.COM	WB	F/Caucasian	AU
<b>98836 Grounds Maintenance: Mowing, Edging, Plant (Not Trees)</b>					
	ADV7008080 AFFORDABLE LAWN CARE AND LANDSCAPING INC 13523 Pond Springs Rd Austin Tx 78729-4415	512-918-8009 512-918-0162 vincent@advancelandscapedesign.com	MWB	F/Hispanic	AU
	VS0000015683 ALEON Properties, Inc. 8760a Research Blvd Ste #167 937 Reinli Ste 12 Austin Tx 78751 Austin Tx 78758	5122175555 5122331716 info@aleonpropertiesinc.com	MWB	F/African American	AU

# City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 5500 CRR0105 2nd St Hardscape Maintenance Services

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
VC0000102723 AVERY'S LAWN CARE & LANDSCAPING LLC 2002 Savannah Ct Round Rock Tx 78681		512-845-6251 512-388-7303 averyslawncare@att.net	MDB	M/African American	SL
VS0000027198 ELITE TURFCARE GROUP LLC 9601 Gray Blvd. Austin Tx 78758		512-310-7320 5123107327 vicki@eliteturfcare.com	WB	F/Caucasian	AU
ENV7167715 ENVIRONMENTAL SURVEY INC Consulting 4602 Placid Pl Austin Tx 78731-5515		512-458-8531 512-458-1929 JCWALTHER@ENVIROSURVEY.COM	WB	F/Caucasian	AU
V00000905731 KIN PERFORMANCE CONTRACTORS LLC Po Box 140884 Austin Tx 78714		512-983-4529 5129283042 kathleen@kincontracting.com	MWDB	F/Asian	AU
FLO7135160 LORRAINE FLORES 952 Skyline Rd Dale Tx 78616-2442		512-844-6461 512-243-1851	MWDB	F/Hispanic	SL
ROA7009475 ROADWAY SPECIALTIES INC Po Box 90309 Austin Tx 78709-0309		512-280-6666 512-280-6066 stthomas@roadwayspecialties.com	WB	F/Caucasian	AU
V00000908962 Santos Jaimes 7410 Bennett Avenue Austin Tx 78752		512-470-6962 5123713432 jccut_service@yahoo.com	MDB	M/Hispanic	AU
VS0000004060 UNITY CONTRACTOR SERVICES, INC 6448 Hwy 290 East Ste F-113 Austin Tx 78723		512-926-8065 lenzyucs@swbell.net	MDB	M/African American	AU
VS0000034661 VAQUERO COMMERCIAL, INC. P.O. Box 170759 Austin Tx 78717		512-388-7400 5123887401 audon@vaquerogrp.com	MDB	M/Hispanic	AU
VS0000003173 VERDI LAND PLANNING LLC 4413 Nixon Ln. Unit D Austin Tx 78725		512-419-0883 5124190018 info@verdiaustin.com	WDB	F/Caucasian	AU
V00000909501 ZLynx Enterprise, Inc 6448 Highway 290 East, Suite E107 Austin Tx 78723		512-451-8828 203 5124518758 clarence_williams@reliefenterprise.org	MDB	M/African American	AU

**City of Austin**  
**Subcontract Vendor List - VCRCVS**

---

**Solicitation No.:** RFP 5500 CRR0105   2nd St Hardscape Maintenance Services

**Version No.:**     1

**Phase:** 1

---

**C Code & Description**

**Vend Code/Adr**

**Phone/Fax/Email**

**W/MB Code**

**G/E**

**LCTN**

---



# City of Austin

## Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 5500 CRR0105 2nd St Hardscape Maintenance Services

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
----------------------	---------------	-----------------	-----------	-----	------

### Vendors Outside the SLBP Area

#### 96875 Streetscaping Services

BOW7102455		214-828-2144			
BOWMAN-MELTON ASSOCIATES INC			WDB	F/Caucasian	TX
4140 Commerce St, Ste 209		amelton@bowman-melton.com			
Dallas Tx 75226					

Total in SLBP: 28

Total Outside SLBP: 1

Abc Erosion Control Inc  
23407 Fulkes Lane  
Leander Tx 78641

Affordable Lawn Care And Landscaping Inc  
13523 Pond Springs Rd  
Austin Tx 78729-4415

Aleon Properties, Inc.  
8760a Research Blvd Ste #167 937 Reinli Ste  
12 Austin Tx 78751  
Austin Tx 78758

Armor Affiliates Inc  
4257 Gattis School Rd  
Round Rock Tx 78664

Aus-Tex Sandblasting & Coatings Inc  
9605 Fm 812  
Austin Tx 78719-3000

Avery'S Lawn Care & Landscaping Llc  
2002 Savannah Ct  
Round Rock Tx 78681

Bowman-Melton Associates Inc  
4140 Commerce St, Ste 209  
Dallas Tx 75226

Elite Turfcare Group Llc  
9601 Gray Blvd.  
Austin Tx 78758

Environmental Survey Inc  
Consulting 4602 Placid Pl  
Austin Tx 78731-5515

Express Commercial Cleaning Inc  
2255 Cr 172 Ste 301  
Round Rock Tx 78681

Gg'S Construction Llc  
13608 Bullick Hollow Road  
Austin Tx 78726

H A Guerrero Carpet Cleaners & Sales  
2313 S 1st St  
Austin Tx 78704-5198

Kin Performance Contractors Llc  
Po Box 140884  
Austin Tx 78714

Lorraine Flores  
952 Skyline Rd  
Dale Tx 78616-2442

Muniz Concrete & Contracting Inc  
Po Box 6596  
Austin Tx 78762

Roadway Specialties Inc  
Po Box 90309  
Austin Tx 78709-0309

Robert Ochoa  
Po Box 91121  
Austin Tx 78709

Rucoba & Maya Construction, Llc  
1201 Grove Blvd. #2903  
Austin Tx 78741

Simply Klean Llc  
Po Box 200522  
Austin Tx 78727

Santos Jaimes  
7410 Bennett Avenue  
Austin Tx 78752

Tammie Garcia And Ronnie Garcia  
7308 Gaines Mill Lane  
Austin Tx 78745

Unity Contractor Services, Inc  
6448 Hwy 290 East Ste F-113  
Austin Tx 78723

Unity Cleaning Llc  
Po Box 142214  
Austin Tx 78714

Vaquero Commercial, Inc.  
P.O. Box 170759  
Austin Tx 78717

Verdi Land Planning Llc  
4413 Nixon Ln. Unit D  
Austin Tx 78725

Zlynx Enterprise, Inc  
6448 Highway 290 East, Suite E107  
Austin Tx 78723

# CITY OF AUSTIN



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

---

**Project Name:** 2nd St Hardscape Maintenance Services

**Project/Solicitation Number:** RFP 5500 CRR0105

**Date:** 05/02/2016

---

**IFB – 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**

<b>Project Name</b>	2nd St Hardscape Maintenance Services
<b>Solicitation Number</b>	RFP 5500 CRR0105

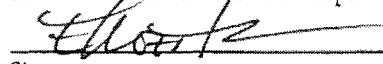
Project Goals or Subgoals	
MBE	5.9 %
African American	/ %
Hispanic	/ %
Asian/Native American	/ %
WBE	1.9 %

**Section II — Bidder Company Information**


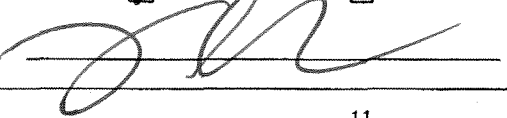
Name of Company	GREAT WESTERN MANAGED SERVICES CORP/gf
Vendor Code	V0000036304
Address	2635 DEMONA DR
City, State Zip	AUSTIN TX 78733
Phone	214.912.5266
Fax & E-Mail	ekoehler@greatwesternco.com 512.382.6812
Name of Contact Person	ELIZABETH KOEHLER
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor ID #: V0000036304 gf 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 <a href="https://www.ci.austin.tx.us/financeonline/finance/index.cfm">https://www.ci.austin.tx.us/financeonline/finance/index.cfm</a>
Is your company COA M/WBE certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

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

ELIZABETH KOEHLER - OWNER  
Name and Title of Authorized Representative

  
Signature

5.22.16  
Date

<b>For SMBR Use Only:</b>	
I have reviewed this compliance plan and found that the Proposer <b>HAS</b> <input checked="" type="checkbox"/> or <b>HAS NOT</b> <input type="checkbox"/> complied as per the City Code Chapter 2-9C.	
Reviewing Counselor	<u></u> Date <u>5/25/16</u>
I have reviewed this compliance plan and <b>Concur</b> <input checked="" type="checkbox"/> or <b>Do Not Concur</b> <input type="checkbox"/> with recommendation.	
Director/Assistant Director	<u></u> Date <u>5/24/16</u>

## 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): \$ 99,655.00

Goals: Proposed Participation			
MBE	\$ <u>9100.00</u>	<u>9.1</u> %	
WBE	\$ <u>90,555.00</u>	<u>90.9</u> %	
Non-Certified	\$		%

Prime  
Certified  
WBE

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

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

Amount: \$ 90555.00 Percentage: 90.9 %

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 9.1 % WBE 90.9 %

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.

<b>Name of MBE/WBE Certified Firm</b>	EXPRESS COMMERCIAL CLEANING		
City of Austin Certified	MBE <input checked="" type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity: F/H <input checked="" type="checkbox"/>
Vendor Code	V00000 919934 <input checked="" type="checkbox"/>		
Address/ City / State / Zip	2255 CR 172 STE 301 ROUND ROCK TX		
Contact Person & Phone #	EVELYN TAVERNIER 512 919 4333		
Fax & Email Address	info @ expresscommercialcleaning.com		
Amount of Subcontract	\$ 9100.00 <input checked="" type="checkbox"/>	% <input checked="" type="checkbox"/>	
Commodity codes/describe services	96221 <input checked="" type="checkbox"/>		

<b>Name of MBE/WBE Certified Firm</b>			
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			

<b>Name of MBE/WBE Certified Firm</b>			
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			

<b>Name of MBE/WBE Certified Firm</b>			
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:

---



---



---

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

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

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

<b>Subcontractor</b>	
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 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*) Yes ☐ No ☐  
List Methods: \_\_\_\_\_
3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐
4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **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? Yes ☐ No ☐  
If yes, please explain: \_\_\_\_\_
7. Was SMBR contacted for assistance? Yes ☐ No ☐  
If yes, complete following:  
Contact Person: ELTON PRICE  
Date of Contact: FEB — MAY 19<sup>TH</sup>  
Summary of Request: WAITING ON CERTIFICATION
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 <input type="checkbox"/>	No <input type="checkbox"/>
Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of advertisements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? ( <i>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</i> )	Yes <input type="checkbox"/>	No <input type="checkbox"/>



#### Specific Cleaning Methods:

1. Soap and water will be used to clean waste bins, bike racks and benches. Soft brushes will be used when needed or soft cloth. Visual inspection will be done daily.
2. Hardscape surfaces will be cleaned with a surface machine and then pressure washed with 3500psi nozzle and water to complete the cleaning process. All waste water will be disposed of per the COA requirements.
3. Landscape and exterior furniture maintenance will be managed with a visual review daily. Each repair or removal will be handled on a case by case basis due to the nature of the base. For example, if the bench has been secured to existing pavers, those will need to be replaced and secured. In some cases the base will not hold therefore a new base will have to be established and will require approval from the City. In other cases the rain has washed key sand base away and you are left with large holes below the surface. In some cases cement or foundation concerns will have to be addressed.



Great Western Inc.

### Transition and Work Plan:

Transition Plan: Since GWC has been performing this contract with the City of Austin for 3 years the transition will be transparent. We will do the following within 30 days of award:

- Provide all required documents.
- Meet with key COA personnel to review specific expectations for the job. Introduce key POC for the project.
- Schedule services per COA contract.
- Walk project with key GWC personnel to review job specifics.
- Perform site review after first service to insure compliance.

Work Plan: Once the transition is complete GWC will begin work on the project.

- Daily cleaning will be performed between 6-8:00 am.
  - Cleaning of waste bins and benches will be cleaned with approved COA materials.
  - Any issues will be reported to SPOC and addressed
- Pressure washing will performed per approved scheduled. Should GWC need to reschedule due to weather the Contract Manager will be notified.
  - Contract Manager will notify GWC should the City have scheduled conflicts on the plaza that would prevent GWC from performing our work in a timely manner.
- Blocks 2,3, and 4 will be scheduled for the first weekend of the month when possible. GWC will coordinate with onsite management to insure there are no conflicts of schedules.

- Paver Maintenance will be scheduled as needed and during low foot traffic times. Contract Manager will approve times and pavers to repaired prior to work being performed.
  - COA will provide all materials prior to the start time to prevent delays.
- Street Furniture Maintenance and Removal
  - All work will be scheduled as needed during low foot traffic times. Contract manager will approve time prior to work being completed.
  - Contract Manager will be alerted to any issues uncovered during the removal or replacement that may cause long term issues with the furniture
- Service Notifications
  - A service notification will be provided to the Contract Manager within 24 hours of all work once completed. Notes will be added as needed.
  - Service Notifications for daily cleaning will be sent once a week. Any urgent items will be addressed as needed via email to the Contract Manager.

**Gary C. Gray**  
**2635 Demona Drive**  
**Austin, TX 78733**  
**(512)585-9990**

---

## **SUMMARY**

Results oriented senior management professional searching for a take charge, high-risk assignment requiring leadership, creativity and decisiveness. Successful leader with experience in field and sales management, customer relations and P&L responsibility.

**Great Western Managed Services Corp:** *Exterior Services Company* *July 2012- Present*

### **Vice President of Operations:**

- Manage operations for high profile customers
  - City of Austin – City Hall
  - San Antonio International Airport
  - City of Austin – Special Projects
  - San Marcos AFRB
  - Waco AFRB

**TRUGREEN LANDCARE:** *National Landscape Company* *April 1998-June 2012*

### **Area Manager:**

- Responsible for over 75 customer locations billing over \$1.1m annually.
- Provide quotations for special projects to customers.
- Coordinated new installation on various properties totaling over \$350,000 annually.
- Assist BM with annual contract budgets.
- Assist AR department with collections.
- Ensure proper training and safety procedures are implemented by crews.
- Review and approve weekly payroll for crews.
- Responsible for planning, assigning and directing work schedules weekly/monthly.
- Review and approve any subcontractor work performed.
- Responsible for coordinating various teams (irrigation, arbor. enhancement) to finalize projects.
- Responsible for interviewing, hiring and training new Area Managers, Sales Associates and support staff..
- Assist in developing Enhancement Calendar for use in scheduling and forecasting monthly budgets.
- Responsible for Drive with 5 and Safety Training.
- Customers include: Chase Banks and IBM.

**ENVIROMENTAL LANDSCAPE SERVICES OF AUSTIN, INC.** *January 1996-1998*

*TruGreen LandCare acquired Environmental Landscape in 1998*

**Area Manager:**

- Responsible for providing customer service on a routine basis ensuring satisfaction with service provided.
- Responsible for planning, assigning and directing work schedules weekly/monthly.
- Ensure proper maintenance of equipment was implemented.
- Directly supervised 6 crews.

***EDUCATION:***

Sam Houston State University graduated 1983

REFERENCES AVAILABLE UPON REQUEST

# **Great Western Managed Services Certs and Licenses**

Gary Gray  
Commercial Pesticide License - TX  
0467519

Brent Frazier  
ISA Certified Arborist TX- Arbor Care

Rene Galvan - Irrigator LI0020223

## **GWC Company Ongoing Projects**

**Project name: S—Grounds Maintenance – Army Corp of Engineers – Grapevine/Lewisville/Ray Roberts  
W9126G-13-D0018 – Dec 2013 - Present**

**880 Acres**

Award: \$525000

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control  
Maintenance of the dams and all park areas

Contact Names: Eric Pedersen and Rob Jordan

469-645-9107

**Project name: S—Grounds Maintenance – Army Corp of Engineers – Lake Lavon  
W9126G-14-D-0005 – September 2013 - Present**

**2834 Acres**

Award: \$525000

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control  
Maintenance of dams and all park areas

Contact Names: Michael Kinard

469-275-2708

**Project name: S—Grounds Maintenance – Round Rock Armed Forces Reserve Center  
W912CJ-16-P-0014 – May 2015 - Present**

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control

Award: \$126000

Contact Names: Charles Bloom

210-221-5149

**Project name: S—Grounds Maintenance - San Marcos Armed Forces Reserve Center  
W9124N-12-P-0017 and W912CJ15P0057 – January 2012 - present**

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control

Award: \$186000

Contact Names: Charles Bloom

210-221-5149



**Project name: S—Grounds Maintenance - Waco Armed Forces Reserve Center  
W9124N-12-P-0054 – April 2016 - Present**

Award: \$92500

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control

Contact Names: Nongyow T. Willett

Contracting Officer

MICC – Presidio of Monterey

831-242-7249

**Project name: S—Grounds Maintenance – Houston Armed Forces Reserve Center  
W9124N-13-P-0088 – June 2013 - Present**

Award: \$138000

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control

Contact Names: Nongyow T. Willett Contracting Officer

MICC – Presidio of Monterey

831-242-7249

On Site: James Roberts 210-724-6530

**Project name: City of Austin/City Hall and 2<sup>nd</sup> Street District Paver Maintenance, Litter Removal and Pressure Washing – January 2013 - Present**

Award: \$267000

**Scope of Work:** Clean and Pressure wash downtown Austin at City Hall, Maintain Pavers in walk areas

Contact Names: Margaret Smith

City Manager – 2<sup>nd</sup> Street District

City of Austin

512-974-0000

**Project name: Tractor Mowing and shredding at the San Antonio International Airport  
650 Acres -**

**Scope of Work:** Mowing all acreage at the San Antonio Airport, outside area perimeter and Shredding all grassy areas. Project completed 2015

Contact Names: Mark McCarthy

City of San Antonio – Airport Systems

210-207-3538

Project Completed

**Elizabeth A. Koehler**  
**President**

---

**SUMMARY**

Results oriented senior leader with experience in process management, and channel development. Expertise in management of field managers, major account managers, customer service teams and technical personnel.

**PROFESSIONAL EXPERIENCE**

**Great Western Managed Services Corporation** **2010 – Present**  
National service provider of commercial exterior services

**President - Owner**

**TruGreen – Austin, Texas** **2005 – 2010**  
Largest landcare and fertilization company in the United States

**Director of National Accounts**

Tasked with developing a national commercial account strategy that would integrate entire TruGreen services portfolio.

National account management process included:

- Customer and field migration plan
- Operations process at site level
- Org charts down to crew level by site
- Quality control plan that included monthly/quarterly reporting
- Customer Service support team
- Managed customer web portal for service issues and site management

**Divisional Vice President**

Rebuilt the Southeast Division in order to create a high performance sales and sales management team able to consistently achieve or exceed revenue goals.

Quickly implemented top-grading initiatives designed to replace marginal performing team members with high performing talent at all levels of responsibility.

Designed a hybrid operations plan that would lead to an increased customer retention rate among commercial customers.

Created and implemented a new comprehensive customer web portal to manage multisite requirements.

**Regional Commercial Sales Manager and Residential Sales Leader**

Responsible for driving \$500,000 in acquisition and retention sales in the Texas region. Attained over \$600,000 in new sales for 2006, thus achieved over 120% of plan before

being promoted to DVP.

**MCI Communication, Inc. – Dallas, Texas**  
World leader in Telecommunication Services

**2004 - 2005**

**Director of Sales – Solution Provider Channel**

Responsible for leading MCI's Channel Sales Organization for the Central and Mid-Atlantic United States.

Charged with 10 Sales Channel Managers in 9 states.

Contracted over 75 Partners to drive an assigned revenue objective of \$3M.

Directed and implemented regional partner development and associated marketing programs.

**Accomplishments:**

**Achieved 152% of plan the first full month of productivity and maintained that for the remainder of the year.**

**Qwest Communication – Dallas, Texas**  
Global telecommunication service provider.

**2003 – 2004**

**Director of Sales – SouthEast and SouthWest Regions**

Responsible for 10 Sales Channel Managers in 12 states including Inside and Post Sales Support personnel.

Charged with over 5 million in revenue annually.

Directed and implemented regional partner development and associated marketing programs.

**Accomplishments:**

**Promoted within the first 6 months of employment.**

**Spearheaded complete turn-around of worst territory to first.**

**Carrier Access Corporation – Dallas, Texas**  
**2003**

**2001 –**

Designer and manufacturer of broadband access technology for global service providers.

**National Director of Sales – Verizon Wireless**

Responsible for overall sales, marketing and revenue generation in North America.

Charged with a \$10 million quota and 6 direct reports.

Designed and developed wireless solutions for 2.5 and 3G.

**Accomplishments:**

**Successfully designed and launched two new product campaigns nationally.**

**Received first time approval for nationwide purchase of the M13 Mux and 3-1-0 DACS by Verizon Wireless.**

**Completed contract negotiations with both Verizon and Verizon Wireless.**

**Lexmark International – Dallas, Texas**

**1999 –**

**2001**

3.5 Billion world leader in providing specialized printing solutions.

**Director of Sales – South Central**

Charged with the development and **management of 10 direct reports covering 13 states.**

**Full P&L responsibilities.**

Developed both direct and indirect channel sales.

Spearheaded the acquisition and management of many Fortune 500 customers. This customer base included Citibank, Chase Texas, The Associates, H&R Block and American General.

**GTE Communications Corporation/Verizon – Dallas, Texas**

**1997 –1999**

GTECC is the “competitive local exchange carrier” division of GTE pioneering the traditionally “incumbent provider” marketplace with competitive voice, data, Internet, and wireless solutions through the indirect sales channel.

**Regional VAR Sales Manager - North Texas**

Responsible for Value Added Reseller (VAR) recruitment and end-user acquisition in Texas territory for Indirect Markets.

Chartered with identifying and establishing new business relationships with strategic executive level individuals (CIO's, CFO's) of Fortune 1000 companies.

**Negotiated both multi-year and multi-million dollar contracts.**

Coordinated multiple resources, from people to process, in order to customize product and service deliverables.

**Accomplishments:**

**GTE World Cup Challenge Winner. First in sales for 1998, maintaining 124% of quota.**

**Participated in selection, training, and on-going development of new VAR Managers nationwide.**

**EDUCATION**

University of Wisconsin, Madison, Wisconsin

Madison Area Technical College, Madison, Wisconsin Degree in Marketing

**TRAINING**

Six Sigma

Solution Selling – Miller Heiman

Guerilla Marketing Seminar

## GWC Sustainability Plan:

GWC has always strived to maintain leading edge equipment and processes as it pertains to any contract. GWC uses all propane machines and will continue to look for low emissions or alternative energy equipment that will maintain the COA standards.

Areas are cleaned prior to any work starting. Litter is disposed of in accordance with current contract requirements. Debris that can be recycled are put in appropriate recycling containers. All excess water is collected and reused to water plant material. Since GWC does not use any chemicals the water does not pose any risks.

GWC will work with local departments to stay on top of any new and approve processes that will impact our performance on the 2<sup>nd</sup> Street district. GWC will do quarterly site walks with the Contract Manager to provide recommendations on new idea and possible changes that will positively impact the appearance of the 2<sup>nd</sup> Street district.



## ***INDIVIDUAL PAST PERFORMANCE***

### ***Elizabeth Koehler – Past Performance***

Ms. Koehler has 10 years of landscape experience and over 25 years of project management. Currently Ms. Koehler and Mr. Gray manage over 5000 acres of properties in the Texas area. Many of which are government facilities that require specialized billing and reporting.

#### **Project name: Grounds Maintenance - City Hall – Austin, TX**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Exterior Services for City Hall and the 5 additional blocks in Austin, Texas. These Services include pressure washing, litter removal, window cleaning, bench replacement and repair, paver replacement and general maintenance. Ms. Koehler implemented the customer migration plan, developed frequency calendars and managed the operation plan.

Contact Names: Margaret Shaw  
Pat D'Angelo  
512-974-7976

#### **Project name: Field Shredding/Mowing - San Antonio International Airport**

**Scope of Work:** Contractor shall furnish all labor, tools, materials, equipment, transportation, supervision, and all other supplies and services to manage and perform all operations for field mowing and shredding of over 210 acres. GWC is also available to the airport for emergency services. GWC and Ms Koehler have been managing this site for two years. These contracts average \$25K each per year.

Contact Names: Mark McCarthy  
210-207-3538

#### **Project name: Pressure Washing and Litter Removal - W Hotel, Austin Texas**

**Scope of Work:** Furnish all labor, tools, materials, equipment, transportation, supervision, and all other supplies and services to manage and perform all operations for grounds maintenance service. This includes litter removal and pressure washing.

Contact Name: Robert Pitts  
512-542-3612



***Gary Gray –Vice President of Operations***

Mr. Gray has over 25 years of landscape experience and project management. Mr. Gray also holds a pesticide license in the State of Texas.

**Project name: Army Corp of Engineers – Lake Lavon**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Army Corp of Engineer parks around Lake Lavon. These park span over 2800 acres and include the dam. The mowing is done via a task order and ordering letter. The services include large field mowing and shredding, land clearing and various other projects.

Contact Name : Michael Kinard  
469-275-2708

**Project name: Army Corp of Engineers – Lake Grapevine/Lewisville/Ray Roberts**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Army Corp of Engineers. This site encompasses over 880 acres. Three dams and multiple parks. The scope includes managing maintenance when the parks have the least amount of usage. The services include large field mowing and shredding, land clearing and various other projects.

Contact Name: Rob Jordan  
469-645-9107

**Project name: San Antonio International Airport**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the San Antonio International Airport. This site encompasses over 200 acres. The services include large field mowing and shredding, land clearing and various other projects.

Contact Name: Mark McCarthy  
210-207-3538





**Project name: San Marcos Army Reserve Center**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the San Marcos Army Reserve Center. This site encompasses over 50 acres. The services include mowing, edging, trimming and shredding.

Project Location: San Marcos Texas  
W9124N-12-P-0017  
Contacts: Charles Bloom  
210-221-5149

**Project name: Waco Army Reserve Center**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Waco Army Reserve Center. This site encompasses over 20 acres. The services include mowing, edging, trimming and shredding.

Project Location: Waco Texas  
W9124N-12-P-0054  
Contacts: Floyd Reed  
650-208-4733  
Todd McCord  
501-442-8842

**Project name: Houston Army Reserve Center**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Houston Army Reserve Center. This site encompasses over 60 acres. The services include mowing, edging, trimming and shredding.

Project Location: Houston Texas  
W9124N-13-P-0088

Contacts: Floyd Reed  
650-208-4733  
James Roberts  
210-724-6530



**Project name: W Hotel, Austin Texas**

**Scope of Work:** Furnish all labor, tools, materials, equipment, transportation, supervision, and all other supplies and services to manage and perform all operations for grounds maintenance service. This includes litter removal, paver replacement and pressure washing.

Contact Name: Robert Pitts  
512-542-3612

**Project Name: IBM – Grounds Maintenance Services**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the IMB facilities in Austin, Texas. This site encompasses over 100 acres. These Services include mowing, edging, trimming, maintenance of sprinkler systems and athletic field maintenance. Mr. Gray has managed this project for 10+ years.

## COA Project Personnel

### Gary Gray – SPOC

See attached resume as well as Gary has been managing this specific project for 3 + years.

### Leo Almarez – Crew Leader

Leo has been with GWC since 2012. Leo has lead the pressure washing teams on multiple COA properties such as : City Hall, SPCA, W Hotel, Silicon, Plaza Loft, AMLI, Lavendar Loop, Durwood Bldg, Waller Street and many others.



Great Western Corporation  
2635 Demona Drive  
Austin, TX 78733

Tel. 214-912-5266 • FAX 512-382-6812 • [ekoehler@greatwesternco.com](mailto:ekoehler@greatwesternco.com)

---

May 17, 2016

Attention: Claudia Rodriguez

City of Austin Purchasing

124 W. 8<sup>th</sup> Street

Austin, TX 78701

EXECUTIVE SUMMARY

RE: 2<sup>nd</sup> Street Hardscape and Paver Maintenance Services

Ms. Rodriguez,

Thank you for the opportunity to bid: 2<sup>nd</sup> Street Hardscape and Paver Maintenance Services

Great Western Corp. is a Woman owned Certified Small Business. Our enclosed proposal for the above referenced project includes relevant experience information for Great Western Corp. We come to you as a team with many years of experience in both Federal and Local Government Contracting in construction and other services. I started this business to do things the right way for my customer. This project was my very first bid. GWC has been taking care of City Hall and the City of Austin for 6 years. Through our service during the years, I have a clear understanding of the requirements for this contract and I am committed to the 2<sup>nd</sup> Street District

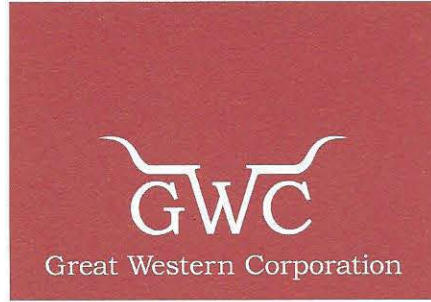
Should you have any questions regarding the enclosed information please don't hesitate to call, or email.

My team and I look forward to working with you.

Elizabeth Koehler

President

Great Western Inc.



**Authorized Negotiator:**

**Elizabeth Koehler**

**Owner**

**Great Western Managed Services**

**2635 Démona Drive**

**Austin, TX 78733**

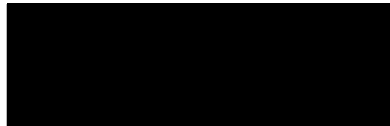
**214-912-5266**



**Business Organization:**

**Great Western Managed Services Corporation**

City of Austin Vendor Code: VS0000036304



Incorporated in Texas October 2010

Elizabeth Koehler

Owner

2635 Demona Drive

Austin, TX 78733

214-912-5266



## **Quality Assurance**

---

### **1.0 INTRODUCTION**

Great Western Corp. was formed in 2011 to satisfy customer requirements for pressure washing. This business has developed well and is expanding successfully.

Additional capabilities have been added to the organization to include Landscape and Irrigation installation, Arbor Care, Horticultural Services and the design of landscape and irrigation systems.

This Quality System relates to the full range of company activities.

---

### **2.0 POLICY and OBJECTIVES**

Great Western quality policy is to achieve sustained, profitable growth by providing services which consistently satisfy the needs and expectations of its customers.

This level of quality is achieved through adoption of a system of procedures that reflect the competence of the Company to existing customers, potential customers, and independent auditing authorities.

Achievement of this policy involves all staff, who are individually responsible for the quality of their work, resulting in a continually improving working environment for all. This policy is provided and explained to each employee by the General Manager or Supervisor. Each employee then must sign a document stating that they understand and will adhere to all requirements.

To achieve and maintain the required level of assurance the General Manager retains responsibility for the Quality System with routine operation controlled by the Operations Managers.

The objectives of the Quality Assurance System are:

- a) To maintain an effective Quality Assurance System.
- b) To achieve and maintain a level of quality which enhances the Company's reputation with customers.
- c) To ensure compliance with relevant statutory and safety requirements.





d) To endeavor, at all times, to maximize customer satisfaction with the services provided by Great Western

---

### **3.0 QUALITY SYSTEM**

The Quality Assurance System applies to all activities of the Company. The Quality Assurance System is fully documented and structured in 3 levels:

#### **Level 1: Quality Manual**

This document details the corporate quality policy and structure of the Company and references appropriate Operating Procedures.

#### **Level 2: Operating Procedures**

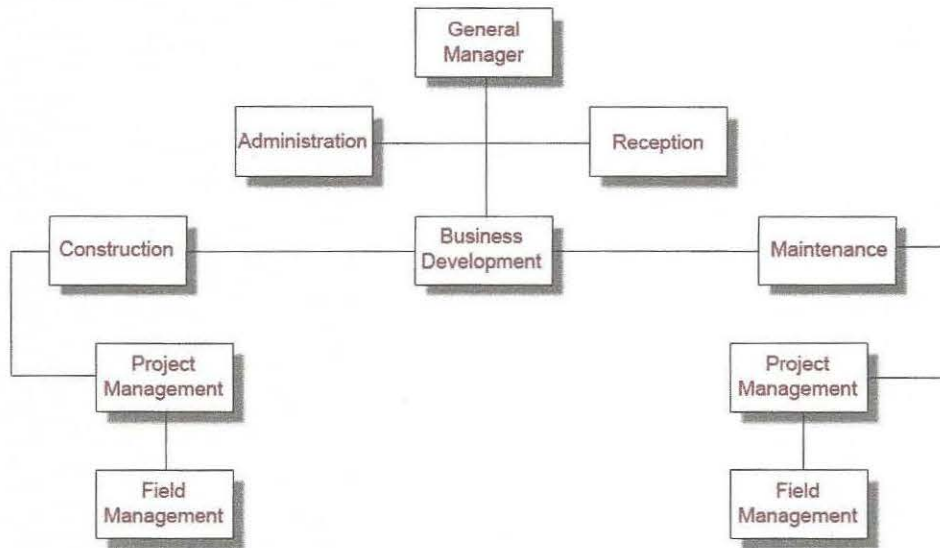
These documents describe the actual process, and controls applied, to all activities concerned with the attainment of a quality assured contracting service.

#### **Quality Planning**

As the Company operates a standard type and range of services, customer satisfaction and quality are achieved by operation in accordance with the documented quality system. Specific customer requirements are identified and documented during the contract review process, allowing these requirements to be communicated and achieved, ensuring satisfaction of all customer declared needs.

---

### **4.0 Organization**



---

## 5.0 AUTHORITY & RESPONSIBILITIES

### 6.1 Authority

6.1.1 All staff are imbued with authority to perform their allocated responsibilities. The following provides a summary of the principal responsibilities of each job role, and these are clarified in greater detail within the Operating Procedures.

6.1.2 All staff share the authority and responsibility of identifying noncompliance or possible improvements, and recording these instances such that corrective action can be taken, both to rectify the immediate situation and to prevent recurrence.

6.1.3 The General Manager continually reviews the company's resources to ensure that adequate staff, equipment and materials are available to meet customer requirements.

### 6.2 Responsibilities

#### 6.2.1 General Manager

- Approval of the Quality Assurance System
- Management Review
- Contract Review, Management & Control
- Resolution of Quality Assurance System Discrepancies
- Control & Maintenance of the Quality Assurance System
- Documentation & Change Control (Quality System Documents)
- Process Design and Implementation



#### **6.2.2 Business Development Manager**

- Management & Co-ordination of Sales and Support Functions
- Sales
- Quotations

#### **6.2.3 Project Manager**

- Planning and Coordination
- Processing of Sales
- Supplier Selection & Purchasing
- Inspection
- Client Service

#### **6.2.4 Field Management**

- Planning & Performance of Installation, Technical Assistance
- Training
- Maintenance and Repair Activities
- Control of Materials and Production Equipment allocation
- Receiving Inspection

#### **6.2.5 Administration**

- Sales Database Administration
- Contract Administration
- Allocation of Job Reference Numbers
- Accounts Receivable

---

## **6. MANAGEMENT REVIEW**

Management review of the suitability and effectiveness of the Quality System take place at least twice per year. During the management meetings actions are allocated and minutes recorded to assess the development of the Company's management system.

The objectives of Management Review are:

- a) To establish that the Quality (Management) System is achieving the expected results and meeting the Company's requirements, continuing to conform to the Standard, continuing to satisfy the customer's needs and expectations, and functioning in accordance with the established Operating Procedures.
- b) To expose irregularities or defects in the System, identify weaknesses and evaluate possible improvements.





c) To review the effectiveness of previous corrective actions, and to review the adequacy and suitability of the management system for current and future operations of the Company.

d) To review any complaints received, identify the cause and recommend corrective action if required.

e) To review the reports of nonconforming items and trend information to identify possible improvements.

The frequency of review may be increased at the discretion of the General Manager. Nonconformance observed is brought to the attention of the person responsible, and is recorded, documented and subject to timely corrective action to ensure full rectification.

---

## **7. CONTRACT REVIEW**

The Company offers both standard products and specialist services to meet each customer's needs. Specialist service requirements differ from one customer to another (and from one contract to another), therefore each tends to be quoted for the specific contract.

Once a proposal is accepted by the customer it is recorded and reviewed to establish that the requirements of the order are adequately defined and documented, any differences from the proposal are resolved, and the Company is capable of fully satisfying the customers requirements.

In addition to the original order / contract specification the customer may also request addition / variation to the work to be undertaken by the Company. In these circumstances the work content is documented and agreed with the customer prior to execution to ensure that no ambiguity exists.

---

## **8. DOCUMENTATION & CHANGE CONTROL**

All documentation utilized within the Company related to the management system itself, or to the execution of individual customer contracts is controlled to ensure that it is issued to the appropriate personnel, under the correct level of authority, is revised and reissued as necessary, and all obsolete versions are removed from the point of use.

Such documentation typically includes:



Specifications, Plans / Drawings, Contracts  
Quality Assurance Manual/ Operating Procedures,

The Quality Assurance Manual, Procedures and Quality Plans are maintained by the General Manager who ensures that the appropriate items, at the correct revision levels, are issued to all who need them within the Company.

All changes to documents are reviewed and approved by the person responsible for the original issue and, where appropriate, the nature of the change is indicated on the document. Master copies of the revised documents are retained as records of the changes and renewed as necessary to ensure clarity.

Each contract has a File which contains all relevant information. Information is also held on the company's computer system for ease of access and manipulation.

---

## **9. PURCHASING**

Suppliers of products, materials and services, where unspecified by a customer contract, are selected on their ability to meet the company's requirements given due consideration to the quality, statutory obligations, timescale and cost. A list of approved suppliers and sub-contractors is maintained which is compiled on the following criteria:-

- a) Previous performance in supplying to similar specifications and requirements.
- b) Stocking of high volume standard items conforming to relevant specifications.
- c) Compliance with an approved third party product/ quality registration scheme.
- d) Recommendation by other similar purchasers or manufacturers of equipment.
- e) A trial order and evaluation of performance.

All supplies and sub-contracts are subject to an authorized Purchase Order providing full clarification of the type and extent of supply.

Should a supplier, not appearing on the Approved Suppliers List be proposed, they will be analyzed by capability and subject to acceptance on the authority of management.

---

## **10. CUSTOMER SUPPLIED ITEMS**

Goods received from customers are always visually inspected at the receipt stage, with any undeclared non-conformance being immediately reported to the customer.





---

## **11. PROCESS CONTROL**

All productive work is planned and undertaken in accordance with the company's procedures, and any specific documents agreed for individual contracts (e.g. contract specifications).

Work instructions are provided by the agreed contract specification and any documents referenced therein, alternatively work is performed in accordance with nationally accepted standards of practice.

---

## **12. RECEIVING INSPECTION**

All storage areas are maintained as secure as practical. All items received by the Company are identified and verified in accordance with the requirements of the Delivery ticket and Purchase Order, and are inspected for correct identity, quantity and any signs of damage.

All goods received are documented and, in the event of non-conformance, the items are placed in a reject area or labeled to ensure identification. The extent of the non-conformance is noted and subject to disposition review by project management.

---

## **13. INSPECTION**

Inspection is carried out on completion of installation and maintenance activities, with results being documented. Should items not be acceptable against the agreed contract criteria they will be repaired, replaced or identified for a subsequent evaluation and decisions. All re-work is subject to a re-inspection to ensure acceptability.

On completion of installation and maintenance works, the customer is also invited to check the work performed to ensure full acceptability.

---



## **14. PRODUCTION EQUIPMENT**

Production equipment held is maintained in good condition, and capable of safe and effective operation within a specified tolerance of accuracy.

---

## **15. NON-CONFORMING ITEMS, PREVENTIVE & CORRECTIVE ACTION**

Once non-conforming items have been noticed they are identified by location, associated documents, or specific markings to prevent their inadvertent use. All non-conforming items and customer complaints are subject to review and rectification by project management. The type and extent of non-conformity is documented in order to establish trends and identify possible areas for improvement.

The corrective action required to prevent recurrence is evaluated, documented, and its effective implementation is monitored. All rectification is subsequently re-inspected to ensure complete customer satisfaction.

All employees are encouraged to suggest improvements in methods, materials, suppliers, and sub-contractors. The Company has established procedures for review of all activities in order to identify and evaluate all possible improvements in methods/ materials and its procedures.

---

## **16. HANDLING, STORAGE, PACKAGING, PRESERVATION & DELIVERY**

The identification of materials/ equipment, where it is not obvious, is confirmed by the presence of a manufacturers/ suppliers part number or description label, or other marking for each item. The identification of the item may be on the packaging or on the item itself, and this identification remains in place for as long as possible, provided it does not hamper effective use of the item. Materials and consumables are not identified by the company where they are obvious to a trained/ experienced employee, however, should a risk of misinterpretation exist between two or more types of material these will be marked in a suitable manner to ensure that no ambiguity exists.

Materials and goods received, whether the property of the company or others, will, as far as practicable, be protected and their quality preserved until such time as they are installed, or



disposed of to a third party. The objective is to prevent deterioration and damage while in storage, in the process of transportation, or during installation.

---

## **17. RECORDS**

Storage facilities are allocated which ensure that all stored records are identifiable and retrievable, and the storage areas are free from damp and other agents which could cause premature deterioration.

Where records are maintained on computer magnetic media, and these are subject to "back-up" at regular intervals, with the "back-up" information being stored in a protected location to ensure security from loss / damage of active data.

All records are retained for a minimum of 2 years.

---

## **18. TRAINING**

The policy of the company is to ensure that all personnel are trained and experienced to the extent necessary to undertake their assigned activities and responsibilities effectively. The company generally procures and recruits employees capable of meeting the technical, skill, experience and educational requirements of the company's activities. With this contract we will do everything in our power to retain current staff where it is feasible. We will review current employment records and discuss possible positions.

All staff and senior employees are responsible for recommending the training needs of others and for ensuring that all employees allocated specific tasks are suitably qualified and experienced to execute those tasks. Once training needs are identified these are provided under the responsibility of management.

Full records are maintained of all training undertaken by employees.

---





### **Project Management Structure:**

Elizabeth Koehler – Owner

214 . 912 . 5266

- Billing
- Scheduling

Gary Gray – VP of Operations

512 . 585 . 9990

- Point of Contact for all customers
- Service Notifications
- Project Management

Leo Almararez – Crew Leader

- Day to day supervision



### **On Site Equipment List**

Any additional equipment needed will be purchased as needed

**1 - Ford F-250 Truck**

**1 – Honda Pressure Washer – Propane powered**

**1 – Trailer**

**1 – 24 inch surface washer**

## **GWC Company Ongoing Projects**

**Project name:** City of Austin/City Hall and 2<sup>nd</sup> Street District Paver Maintenance, Litter Removal and Pressure Washing

Award: \$267000

**Scope of Work:** Clean and Pressure wash downtown Austin at City Hall, Maintain Pavers in walk areas

Contact Names: Margaret Smith  
City Manager – 2<sup>nd</sup> Street District  
City of Austin  
512-974-0000

**Project name:** S—Grounds Maintenance – Army Corp of Engineers – Grapevine/Lewisville/Ray Roberts  
W9126G-13-D0018

880 Acres

Award: \$525000

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control Maintenance of the dams and all park areas

Contact Names: Eric Pedersen and Rob Jordan  
469-645-9107

**Project name:** S—Grounds Maintenance – Army Corp of Engineers – Lake Lavon  
W9126G-14-D-0005

2834 Acres

Award: \$525000

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control Maintenance of dams and all park areas

Contact Names: Michael Kinard  
469-275-2708

**Project name:** S—Grounds Maintenance – Round Rock Armed Forces Reserve Center  
W912CJ-16-P-0014

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control  
Award: \$126000

Contact Names: Charles Bloom  
210-221-5149

**Project name: S—Grounds Maintenance - San Marcos Armed Forces Reserve Center  
W9124N-12-P-0017 and W912CJ15P0057**

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control

Award: \$186000

Contact Names: Charles Bloom

210-221-5149

**Project name: S—Grounds Maintenance - Waco Armed Forces Reserve Center  
W9124N-12-P-0054**

Award: \$92500

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control

Contact Names: Nongyow T. Willett

Contracting Officer

MICC – Presidio of Monterey

831-242-7249

**Project name: S—Grounds Maintenance – Houston Armed Forces Reserve Center  
W9124N-13-P-0088**

Award: \$138000

**Scope of Work:** Mowing, Edging, Trimming/Pruning, Policing Grounds and Weed Control

Contact Names: Nongyow T. Willett Contracting Officer

MICC – Presidio of Monterey

831-242-7249

On Site: James Roberts 210-724-6530

**Project name: Tractor Mowing and shredding at the San Antonio International Airport  
650 Acres**

**Scope of Work:** Mowing all acreage at the San Antonio Airport, outside area perimeter and  
Shredding all grassy areas. Project completed 2015

Contact Names: Mark McCarthy

City of San Antonio – Airport Systems

210-207-3538



## ***INDIVIDUAL PAST PERFORMANCE***

### ***Elizabeth Koehler – Past Performance***

Ms. Koehler has 10 years of landscape experience and over 25 years of project management. Currently Ms. Koehler and Mr. Gray manage over 5000 acres of properties in the Texas area. Many of which are government facilities that require specialized billing and reporting.

#### **Project name: Grounds Maintenance - City Hall – Austin, TX**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Exterior Services for City Hall and the 5 additional blocks in Austin, Texas. These Services include pressure washing, litter removal, window cleaning, bench replacement and repair, paver replacement and general maintenance. Ms. Koehler implemented the customer migration plan, developed frequency calendars and managed the operation plan.

Contact Names: Margaret Shaw  
Pat D'Angelo  
512-974-7976

#### **Project name: Field Shredding/Mowing - San Antonio International Airport**

**Scope of Work:** Contractor shall furnish all labor, tools, materials, equipment, transportation, supervision, and all other supplies and services to manage and perform all operations for field mowing and shredding of over 210 acres. GWC is also available to the airport for emergency services. GWC and Ms Koehler have been managing this site for two years. These contracts average \$25K each per year.

Contact Names: Mark McCarthy  
210-207-3538

#### **Project name: Pressure Washing and Litter Removal - W Hotel, Austin Texas**

**Scope of Work:** Furnish all labor, tools, materials, equipment, transportation, supervision, and all other supplies and services to manage and perform all operations for grounds maintenance service. This includes litter removal and pressure washing.

Contact Name: Robert Pitts  
512-542-3612





***Gary Gray –Vice President of Operations***

Mr. Gray has over 25 years of landscape experience and project management. Mr. Gray also holds a pesticide license in the State of Texas.

**Project name: Army Corp of Engineers – Lake Lavon**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Army Corp of Engineer parks around Lake Lavon. These park span over 2800 acres and include the dam. The mowing is done via a task order and ordering letter. The services include large field mowing and shredding, land clearing and various other projects.

Contact Name : Michael Kinard  
469-275-2708

**Project name: Army Corp of Engineers – Lake Grapevine/Lewisville/Ray Roberts**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Army Corp of Engineers. This site encompasses over 880 acres. Three dams and multiple parks. The scope includes managing maintenance when the parks have the least amount of usage. The services include large field mowing and shredding, land clearing and various other projects.

Contact Name: Rob Jordan  
469-645-9107

**Project name: San Antonio International Airport**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the San Antonio International Airport. This site encompasses over 200 acres. The services include large field mowing and shredding, land clearing and various other projects.

Contact Name: Mark McCarthy  
210-207-3538



**Project name: San Marcos Army Reserve Center**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the San Marcos Army Reserve Center. This site encompasses over 50 acres. The services include mowing, edging, trimming and shredding.

Project Location: San Marcos Texas  
W9124N-12-P-0017  
Contacts: Charles Bloom  
210-221-5149

**Project name: Waco Army Reserve Center**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Waco Army Reserve Center. This site encompasses over 20 acres. The services include mowing, edging, trimming and shredding.

Project Location: Waco Texas  
W9124N-12-P-0054  
Contacts: Floyd Reed  
650-208-4733  
Todd McCord  
501-442-8842

**Project name: Houston Army Reserve Center**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the Houston Army Reserve Center. This site encompasses over 60 acres. The services include mowing, edging, trimming and shredding.

Project Location: Houston Texas  
W9124N-13-P-0088

Contacts: Floyd Reed  
650-208-4733  
James Roberts  
210-724-6530



**Project name: W Hotel, Austin Texas**

**Scope of Work:** Furnish all labor, tools, materials, equipment, transportation, supervision, and all other supplies and services to manage and perform all operations for grounds maintenance service. This includes litter removal, paver replacement and pressure washing.

Contact Name: Robert Pitts  
512-542-3612

**Project Name: IBM – Grounds Maintenance Services**

**Scope of Work:** Furnish all labor, tools, materials, equipment and supervision to provide Landscaping Services for the IBM facilities in Austin, Texas. This site encompasses over 100 acres. These Services include mowing, edging, trimming, maintenance of sprinkler systems and athletic field maintenance. Mr. Gray has managed this project for 10+ years.



**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Claudia Rodriquez x43092	<b>PM Name/Phone</b>	Margaret Shaw x46497
<b>Sponsor/User Dept.</b>	Economic Development (EDD)	<b>Sponsor Name/Phone</b>	Name/Margaret Shaw x46497Phone
<b>Solicitation No</b>	CRR0105	<b>Project Name</b>	2 <sup>nd</sup> Street Hardscape and Maintenance Services
<b>Contract Amount</b>	\$600,000 (\$100,000 Annually)	<b>Ad Date (if applicable)</b>	Advertisement Date
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Hardscape and maintenance services for 2 <sup>nd</sup> Street (City Hall and surrounding facilities)			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
The previous solicitation IFB-BV PAX0220 had goals assigned: WBE 5.6 & WBE .70%. The solicitation was unsuccessful due to one bidder deemed non-compliant by SMBR and one by Purchasing.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
98836-10%, 96221-30%, 92914-30%, 96875-30%			
Claudia Rodriquez		4/6/2016	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	4/6/2016	<b>Date Assigned to BDC</b>	4/6/2016
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input checked="" type="checkbox"/> Goals	5.9% MBE	1.9% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |   |  |
|---|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs          | <input type="checkbox"/> No availability of M/WBEs               |
| <input type="checkbox"/> Insufficient subcontracting opportunities    | <input type="checkbox"/> No subcontracting opportunities         |
| <input checked="" type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source                                  | <input type="checkbox"/> Other                                   |

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

20 MBE 5 WBE .

### Subcontracting Opportunities Identified

The contractor who is awarded this contract will perform all the required scopes therefore there are no subcontracting opportunities

Mariza Aldrete - solicitation was entered into ecapris 4/22/16

**SMBR Staff**

**Signature/ Date**

*[Signature]*

4/22/16

**SMBR Director or Designee**

**Date**

**Returned to/ Date:**

*[Signature]*

4/22/16

*Per discussion w/ [Signature]*