



Amendment No. 3
to
Contract No. MA 5600 NA160000185
for
Cabling Infrastructure Maintenance and Repair Services
between
Brymer Communication Services, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 6, 2019 through October 5, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$350,000.00 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 10/06/2016 – 10/05/2017 | \$350,000.00 | \$350,000.00 |
| Amendment No. 1: Option 1 – Extension 10/06/2017 – 10/05/2018 | \$350,000.00 | \$700,000.00 |
| Amendment No. 2: Option 2 – Extension 10/06/2018 – 10/05/2019 | \$350,000.00 | \$1,050,000.00 |
| Amendment No. 3: Option 3 – Extension 10/06/2019 – 10/05/2020 | \$350,000.00 | \$1,400,000.00 |

- 3.0 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.
- 4.0 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:

Handwritten signature of Cory Brymer.

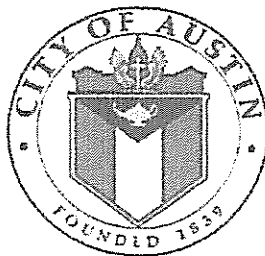
Printed Name: Cory Brymer
Authorized Representative

Brymer Communication Services, LLC
dba Brycomm, LLC
15302 Marsha Street
Austin, Texas 78728
Cory.brymer@brycomm.com
512-712-4008

Sign/Date:

Handwritten signature of Xai Xoomsai-Purcell.

Xai Xoomsai-Purcell
Procurement Supervisor
Austin Energy
721 Barton Springs Road
Austin, Texas 78704



Amendment No. 2
to
Contract No. 5600 NA160000185
for
Cabling Infrastructure Maintenance and Repair Services
between
Brymer Communication Services, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 6, 2018, through October 5, 2019. Two (12 month) options will remain.
- 2.0 The total contract amount is increased by \$350,000.00 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 10/06/2016 – 10/05/2017 | \$350,000.00 | \$350,000.00 |
| Amendment No. 1: Option 1 – Extension 10/06/2017 – 10/05/2018 | \$350,000.00 | \$700,000.00 |
| Amendment No. 1: Option 1 – Extension 10/06/2018 – 10/05/2019 | \$350,000.00 | \$1,050,000.00 |

- 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:

9/14/18

Printed Name:

Authorized Representative

Brymer Communication Services, LLC.
15302 Marsha St.
Austin, Texas 78728

Sign/Date:

9/14/18

Printed

Name: Tyler
Authorized Representative

Sign/Date:

Printed

Name:

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



Amendment No. 1
to
Contract No. NA160000185
for
Cabling Infrastructure Maintenance and Repair Services
between
Brymer Communication Services, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective October 6, 2017 the term for the extension option will be October 6, 2017 through October 5, 2018 and there are three (3) options remaining.
- 2.0 The total contract amount is increased by \$350,000.00 for the current extension option period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 10/06/2016 – 10/05/2017 | \$350,000.00 | \$350,000.00 |
| Amendment No. 1: Option 1 – Extension 10/06/2017 – 10/05/2018 | \$350,000.00 | \$700,000.00 |

- 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:

Printed Name:

Authorized Representative

Brymer Communication Services LLC
15302 Marsha St.
Austin, Texas 78728

Sign/Date:

Paula Barrieffe

Procurement Specialist I - IT Procurement

City of Austin
Purchasing Office



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

10/06/2016

The Austin City Council approved the execution of a contract with your company for cabling infrastructure maintenance and repair services in accordance with the referenced solicitation.

| | |
|-----------------------------------|--|
| Responsible Department: | Aviation Department |
| Department Contact Person: | Phillip Bays |
| Department Contact Email Address: | Phillip.Bays@austintexas.gov |
| Department Contact Telephone: | (512) 530-2638 |
| Project Name: | Cabling Infrastructure Maintenance and Repair Services |
| Contractor Name: | BRYMER COMMUNICATION SERVICES, LLC, alias BRYCOMM, LLC |
| Contract Number: | NA160000185 |
| Contract Period: | 10/06/2016 – 10/05/2017 |
| Dollar Amount | \$350,000 |
| Extension Options: | Four 12-month options at zero amount |
| Requisition Number: | 16032900358 |
| Solicitation Type & Number: | RFP PAX0135 |
| Agenda Item Number: | 42 |
| Council Approval Date: | 10/06/2016 |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sai Xoomsai Purcell
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
BRYMER COMMUNICATION SERVICES, LLC (“Contractor”)
for
Cabling Infrastructure Maintenance and Repair Services
NA160000185**

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 Brymer Communication Services, LLC. having offices at Austin, TX 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 Solicitation Number PAX0135.

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 (RFP), PAX0135 including all documents incorporated by reference
- 1.1.3 Brymer Communication Services, LLC.’s Offer, dated 06/20/2016, 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 four (4) 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 \$350,000 for the initial Contract term and \$350,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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.

CITY OF AUSTIN

Sai Xoomsai Purcell

Printed Name of Authorized Person

A handwritten signature in black ink, appearing to read "Sai Xoomsai Purcell", written over a horizontal line.

Signature

Senior Buyer Specialist

Title:

Date:



Request for Proposal (RFP)
Solicitation # RFP 5600_PAX0135

Table of Content

- Tab 1. City of Austin Purchasing Documents
- Tab 2. Authorized Negotiator
- Tab 3. Not listed in the Preparation Instructions – Left blank.**
- Tab 4. Attachment B - Purchasing Exception Form
- Tab 5. Business Organization
- Tab 6. Project Concept and Solution
- Tab 7. Program
- Tab 8. Project Management Structure and Approach
- Tab 9. Prior Experience, References and Personnel
- Tab 10. Price Proposal
- Tab 11. Additional Attachments



15302 Marsha St.
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: PAX0135

DATE ISSUED: 05/30/2016

REQUISITION NO.: 16032900358

COMMODITY CODE: 96218, 28526, 72523

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

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 974-3058

E-Mail: sai.xoomsai@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Cabling Infrastructure
Maintenance and Repair Services

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

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

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

LOCATION: MUNICIPAL BUILDING, 124 W 8th 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 # PAX0135 | Purchasing Office-Response Enclosed for Solicitation # PAX0135 |
| P.O. Box 1088 | 124 W 8 th Street, Rm 310 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

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

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

SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE

The electronic version must be on flash drive or CDs in PDF format

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

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

| SECTION NO. | TITLE | PAGES |
|-------------|--|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 | STANDARD SOLICITATION INSTRUCTIONS | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 8 |
| 0500 | SCOPE OF WORK | 11 |
| 0600 | PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS | 7 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0700 | REFERENCE SHEET – Complete and return if required | 2 |
| 0800 | NON-DISCRIMINATION CERTIFICATION | * |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION | * |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0900 | COMPLIANCE PLAN | 23 |
| | ATTACHMENT A – PRICE PROPOSAL FORM | 6 |
| | ATTACHMENT B – SYMPHONY WARRANTY INFORMATION | 14 |
| 01555 | ATTACHMENT C – AIRPORT SECURITY | 24 |

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: BryComm, LLC

Company Address: 15302 Marsha Street

City, State, Zip: Austin, Texas 78728

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Cory Brymer

Title: President

Signature of Officer or Authorized Representative: 

Date: 6/20/16

Email Address: cory.brymer@brycomm.com

Phone Number: 512-712-4008

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

BryComm Response:
See attached Section 600.

**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. **DATA LOCATION**: The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider shall provide technical user support on a 24/7 basis unless otherwise prohibited in this contract.
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 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**

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

- 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.
- D. **Subcontractor Disclosure:** The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the service provider, and who shall be involved in any application development and/or operations.
- E. **Background Checks:** The Service Provider shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the City's information among the service provider's employees and agents.
- F. **Right to Remove Individuals:** The City shall have the right at any time to require that the Service Provider remove from interaction with City any Service Provider representative who the City believes is detrimental to its working relationship with the Service Provider. The City shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the City's 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

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

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.

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 OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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>

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. **AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. 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. Records Retention:
- i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.

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

- ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B 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.
- 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.

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

- 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.
- 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

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

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 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

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

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 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**

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

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.
- 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.

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

- 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 2nd Street, 4th 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 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

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

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.
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

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

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 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

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

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.

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 Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

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

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
 - (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.

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

- 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**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by end of business day on 06/03/2015 to sai.xoomsai@austintexas.gov.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury); and \$500,000 products/completed operations minimum limit of liability
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Fire Legal Liability with a minimum limit of \$50,000.00
 - (d) Independent contractors' coverage
 - (e) Products/Completed Operations Liability for the duration of the warranty period.
 - (f) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
 - iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **PAYMENT BOND:**
- A. The City reserves the right to require a Payment Bond in an amount equal to 50% of the project amount for any individual projects costing more than \$25,000 within fourteen calendar days after notice. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
 - B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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

5. **CONTRACT AWARD:**

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

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

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

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

Invoices shall be mailed to the below address:

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

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
8. **RETAINAGE:** The City will withhold ten percent (10%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
9. **HAZARDOUS MATERIALS:**
- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
 - C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.
10. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.
11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
 - D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
12. **NON-SOLICITATION:**
- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
 - B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
 - C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
13. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:
- City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
14. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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

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

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

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

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

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

15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

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

PART 1 – GENERAL

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

17.1 SUMMARY

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

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

17.2 RESTRICTED AREAS ACCESS POLICIES

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

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

The following procedures shall be followed for approved parking.

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

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

17.3 SECURITY CLEARANCE PROCEDURES

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

The following procedures shall be followed to obtain security clearance:

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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

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

17.4 SEE ATTACHMENT C – AIRPORT SECURITY REQUIREMENTS SECTION 01555

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

Phillip Bays

System Support Network Supervisor

Phillip.Bays@austintexas.gov

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

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

1. INTRODUCTION

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

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

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

2. SCOPE OVERVIEW

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

3. ACRONYMS

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

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

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

4. REFERENCES

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

5. CURRENT CABLING ENVIRONMENT

A. System Description

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

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

SCOPE OF WORK

CABLING INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES

SOLICITATION NUMBER: PAX0135

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

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

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

Outside Plant Cabling

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

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

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

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

Inside Plant Cabling

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

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

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

Communications Rooms

SCOPE OF WORK

CABLING INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES

SOLICITATION NUMBER: PAX0135

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

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

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

Other common features in the IDFs include:

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

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

B. Warranty Information

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

6. CONTRACTOR AND TECHNICIANS MINIMUM QUALIFICATIONS

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

[BryComm Response: BryComm acknowledges requirement and will comply](#)

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

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

7. SCOPE OF WORK

- A. General BryComm Response: BryComm acknowledges requirement and will comply

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

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

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

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

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

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

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

- d) The Contractor shall continue with the best effort possible to bring the system or component back to full operation. This effort may include the express shipment of any parts or additional technical support from the system manufacturer.
 - I. The Contractor shall provide an escalation list describing the name and telephone numbers of upper management to be contacted in the event the identified issues cannot be resolved by the first responders.
- 8. RECORDS AND REPORTING** BryComm Response: BryComm acknowledges requirement and will comply
- A. Contractor shall provide as-built drawings and documentation of all MACs upon completion of each work order.
 - B. The Contractor shall be required to submit to the DOA a monthly maintenance report. This report shall outline any and all service problems from the previous month, as applicable. It shall describe the service problem, the technician who performed the service call and the steps and time frames required to clear the trouble.
 - C. The Contractor shall be responsible for providing all appropriate information for maintaining the "one call" (call before you dig) data for all cabling installations performed by the Contractor.
- 9. TOOLS AND EQUIPMENT** BryComm Response: BryComm acknowledges requirement and will comply
- A. The Contractor shall provide technicians with all vehicles, tools, equipment, and supplies necessary to perform their job responsibilities. A vehicle shall be provided to allow the project team to access the campus' Telecommunications System. The Contractor shall adhere to all insurance requirements and regulations associated with operating a vehicle on the ABIA campus.
 - B. ABIA shall provide the on-site technician(s) with a work area and a workstation connected to the ABIA network. The Contractor shall be required to comply with all City of Austin acceptable use policies concerning the ABIA network.
- 10. SERVICE LEVEL AGREEMENT** BryComm Response: BryComm acknowledges requirement and will comply
- A. Major Alarms
 - 1. A major alarm is defined as any one (1) or combination of the following system problems:
 - a) Cut or physically damaged backbone or riser cable
 - b) Ten percent (10%) or more of all active stations (voice and/or data) in any one switch or remote module are non-operational at the same time due to a cabling problem.
 - c) The loss of any of the following due to a cabling problem:
 - (1) Connectivity to any Core, Distribution, or Access layer switch
 - (2) Connectivity to any service provider equipment providing access to the Internet or Public Switched Telephone Network (PSTN) Connectivity to any tenant's operational and/or passenger processing equipment
 - (3) Connectivity to any shared use passenger processing equipment affecting more than five percent (5%) of the total resources
 - 2. Response time is defined as the time lapse between notification by appropriate DOA personnel and the actual start of on-site repairs by Contractor personnel. The Contractor agrees to the following response times for operational system problems:
 - a) Major alarms shall require an on-site response within **one (1) hour**.
 - b) All major alarms are expected to be cleared and repaired within **eight (8) hours** from the time at which the trouble was reported. However, in the case of large cabling damage or other unforeseen circumstances, the Contractor shall provide the DOA with an estimated time to complete all repairs. The DOA shall reserve the right to determine if the repair time frame is acceptable.

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

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

B. Minor Alarms

BryComm Response: BryComm acknowledges requirement and will comply

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

C. Disaster Alarms

BryComm Response: BryComm acknowledges requirement and will comply

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

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

D. Moves, Adds, Changes (MACs)

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

11. ON-SITE TECHNICIAN REQUIREMENTS

BryComm Response:

BryComm acknowledges requirement and will comply

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

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

A. Resources

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

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

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

BryComm Response:

BryComm acknowledges requirement and will comply

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0135**

1. PROPOSAL FORMAT

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

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

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

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

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

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

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0135**

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

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

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

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

Tab 7 - Program: Describe your technical plan for accomplishing required work. Include such time related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:

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

Tab 8 - Project Management Structure and Approach: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0135**

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

Tab 9 - Prior Experience, References and Personnel:

Prior Experience

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

References must include the following information:

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

Personnel:

- A. Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- B. Include documentation for all areas required as minimum qualifications is the Scope of Work, Section 0500, part 6 including:
 1. Proof of current certifications and being in good standing with TE Connectivity and being capable of performing a systems warranty and installation under the current Network Design and Installations program within the TE Connectivity cabling system.
 2. Proof of current certifications and being in good standing with Corning and being capable of performing warranty and installation work under the Corning cabling system.
 3. Proof that technicians you are proposing are either BICSI certified installers, and either ND&I certified through the TE Connectivity certification program or NPI certified through the Corning certification program, and have proven experience in the following:

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0135**

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

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

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

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

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

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

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0135**

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

2. ADDITIONAL PROPOSAL TERMS

2.1 Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

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

2.3 Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

3. PROPOSAL PREPARATION COSTS: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

4.1 Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0135**

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

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

| Team's Local Business Presence | Points Awarded |
|--|----------------|
| Local business presence of 90% to 100% | 10 |
| Local business presence of 75% to 89% | 8 |
| Local business presence of 50% to 74% | 6 |
| Local business presence of 25% to 49% | 4 |
| Local presence of between 1 and 24% | 2 |
| No local presence | 0 |

4.2 Interview, Optional (25 points)

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

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

AIRPORT SECURITY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Supplemental General Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This section outlines security responsibilities for Contractors and Subcontractors at Austin-Bergstrom International Airport (ABIA).
- B. In this document, Project Manager is defined as designated Owner Representative.
- C. Due to the ever changing environment of Airport security, requirements may change at any time.

1.3 RESTRICTED AREAS ACCESS POLICIES

Unescorted Access: Individuals with an operational need for unescorted access into restricted areas (Sterile Area, Secured Area and/or Air Operations Area) of the airport shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office may issue a security access badge. **Applicant fees to request an ABIA Security Identification Badge are \$75 each, which is typically waived for contractors or personnel providing work or services under a contract agreement with the City of Austin.**

Escorted Access: Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with (AUS) Sticker which gives them the authority to escort. The maximum number of individuals who can be escorted is three (3). ABIA escort procedures are described in “**Escort Procedures and Authorization Form**”. (Attachment 1)

A “**Special Escort Notification**” (Attachment 2) may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be requested and discussed with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and **prior approval** from the Airport Security Coordinator (ASC) or ASC's designee must be received before conducting the escort. To ensure prompt approval requests must be submitted at least three (3) working days in advance to allow for this exemption. In an emergency situation when less than three (3) working days notice is available; submit the fax to Airport Communications at 530-7676. Approval shall be obtained before conducting the escort.

Sterile and Secured Area Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than three (3) consecutive days and are under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Air Operations Area (AOA) Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than fourteen (14) consecutive days and under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

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

As approved by the Project Manager, Contractor shall contact the DOA Business Development Section at 530-7507 for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required escort services shall be \$40.

After-Hours Access: Should the Contractor require access to the Terminal's sterile side after Transportation Security Administration (TSA) operations at security checkpoints have terminated for the day, the Contractor shall contact Airport Communications at (512) 530-2242 (530-ABIA).

1. Prior approval for after hours access must be requested through the Project Manager during the Work Coordination Meetings.
2. The Contractor shall report to the Terminal Loading Dock where identification will be verified and registration of his ingress to the Terminal recorded.
3. The Airport Security personnel will inspect and validate the Contractors' provided tool inventory and equipment that are to be brought into the Terminal.
4. Airport Security personnel will provide access into the Terminal via the Loading Dock doors. The contractor will never be provided airport badge access through the loading dock doors.
5. Once admitted into the Terminal service corridor, the Contractor must utilize service elevators and doors as authorized by their airport badge to access their work site.
6. Contractor must exit the Terminal through the loading dock in order that the tool inventory previously completed may be revalidated. Tools shall not be left unattended in the Sterile Area unless properly secured.

Unconventional Access: Unconventional access is defined as entering into the secure side of the Terminal structure or AOA in a fashion other than a card swipe door or gate activity; for example, a baggage conveyor belt. If Contractor requires unconventional access into the Secured Area or Airport Operations Area, the Contractor must make the request at least 24 hours prior to the proposed activity through the Project Manager at the Work Coordination Meetings so that a security validation check can be performed and approval received. The ABIA Airport Security Coordinator will notify the Project Manager, Airport Public Safety, Airport Communications, TSA, and OPSEC/Airport Operations of the approved activity and authorized person(s). The Project Manager will notify the contractor.

Curbside Parking: Curbside parking for deliveries adjacent to the ABIA terminal shall be for a maximum of one hour unless approved in writing by the Project Manager. Requests to park curbside shall be submitted to the Project Manager at least three (3) working days prior to the planned delivery and/or the request shall be presented at the Work Coordination meetings. Failure to comply with required notification will subject delivery to be prohibited by the Project Manager.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications [(512) 530-2242] to advise they are arriving, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

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

Key Access: The Airport Security and ID Office controls all locks and keys for access points. Locks and keys may be issued upon written request using **Core Request** (Attachment 3) or **Key Request** (Attachment 4) forms. The form(s) must be signed by an individual whose signature is on file with the Security and ID Office as authorized to request security items for that organization. Individuals issued a key must have a valid ID badge and be authorized to enter the respective area.

Only "Best Access Systems" keys and cores are approved for installation at ABIA. While the contractor may be permitted to install temporary construction cores in doors, the Security and ID Office shall install all final access door lock cores. If Contractor utilizes DOA provided cores or keys, there will be a penalty of \$100 per cores and \$50 per key for lost items to be deducted from the contract.

Some doors and gates have Intellikey locks installed. If the Contractor requires access to a door(s) or gate(s) with an Intellikey lock, an Intellikey may be issued upon written request using **Intellikey Acknowledgement – Contractor** (Attachment 5). The request must be approved and signed by the Project Manager. Failure to return or loss of an Intellikey will result in a \$100 penalty per key to be deducted from the contract.

1.4 SECURITY IDENTIFICATION BADGE APPLICATION PROCEDURES

Except as noted above, construction workers that are required to work in ABIA Secured Area, Sterile Area or Airport Operations Area shall obtain and prominently display ABIA-issued security ID badges on their person at all times. The DOA Security and ID office is the single point of service for processing security ID badge applications. Contractor should allow 7-10 days for completion of badge processing. Please contact Security and ID at (512) 530-6943 (530-MYID) for all badging inquiries.

The following procedures shall be followed to obtain security ID badges:

1. Project Manager will complete an **Unescorted Access Authorization** form (Attachment 6) for the Contractor Representative(s) who is/are approved for Signatory Authority for the specified project. Project Manager will verify the approved Signatory Authority identification documents are acceptable as listed in the **Personal Information** form (Attachment 8) and advise DOA Security via e-mail of the names. Contractor representative(s) must complete badge application paperwork previously mentioned in this section and successfully complete the Criminal History Records Check (CHRC) and Security Threat Assessment process prior to taking the TSA required Signatory Authority training. Upon successful completion of the training, Contractor representative(s) will complete an **Authorized Signatures** form (Attachment 7). Signatory Authority must verify badge applicants have acceptable identification documents as listed in the **Personal Information** form (Attachment 8) before signing the **Unescorted Authorization** form (Attachment 6).

Sub-contractors who are active participants in the ABIA Experienced Contractor Program, have signatory authority, and their employees already possess security ID badges but seek to do work for another ABIA project, will not need to rebadge employees under the sponsorship of the added prime project contractor.

2. Badge applicant shall complete, sign the **Personal Information Form** (Attachment 8), and present two forms of identification. Acceptable forms of identification are listed on the second page of the form. After completion of badge processing, badge must be obtained within 30 days of fingerprinting.
3. Badge applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** (Attachment 9) statement/form.
4. Badge applicant shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).
5. Non-U.S. citizen contractors shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** (Attachment 10) reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.
6. If escort authority is required, Contractor shall read and sign the **ABIA Escort Procedures Authorization** (Attachment 11) form.
7. Contractor shall attend the ABIA Security Identification Display Area (SIDA) training if accessing the Secured Area or Airport Operations Area. Training is computer based and is approximately 60 minutes in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. A Spanish version of SIDA testing is available; Spanish translators during SIDA testing are prohibited. Any training requiring translation in another language must be preapproved by the Airport Security Manager or designee.
8. Prior to badge issuance, the Contractor with signature authority shall coordinate with the Airport Project Manager or designee to determine badge expiration date (one year or less) and the appropriate access profile.
9. Sub-contractor personnel doing work for two or more prime contractors at ABIA obtain a security ID badge for each sub-contract. The employee shall wear **only** the appropriate badge for each contractor when working. Steps 1-8 listed above shall be accomplished for each additional badge required for the employee. **Exception: Employees of sub-contractors that are active participants in the ABIA Experienced Contractor Program are not required to possess multiple badges for each sponsoring prime contractor.**
10. Contractor shall promptly respond to any badge audit information requests. Also, access and/or distribution of active contractor badges during project construction and/or warranty period shall be limited and restricted to personnel approved by the Project Manager and DOA Security.

1.5 OTHER POLICIES

Tools, Materials, and Equipment: Contractor shall abide by Airport Security Program, including tool security requirements noted in the **Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas** (Attachment 11) form. All tools to be used in the Sterile Area must be processed through the loading dock. Contractor shall keep tools and other items not in use in a lockable toolbox (gang box) or in a secured area not accessible to the public. Tools shall not be left unattended in the Sterile Area. An inventory of all tools using **ABIA Tool Inventory List** (Attachment 12) form will be conducted before entering the restricted area and upon exiting.

Contractor must utilize **ABIA Daily Tool Inventory List** (Attachment 13) for any tools that are to be left in the terminal complex overnight. This inventory must remain at the job site, up to date, and readily available for inspection by ABIA/TSA security personnel.

At any time a tool is discovered missing, Airport Communications must be contacted immediately at (512) 530-2242. Airport OPSEC and the Contractor must conduct a search of the last known location and nearby area. The Contractor must complete an incident report regarding the missing tool(s).

Introduction of tools, materials, and equipment into the Secured / Sterile Areas, AOA, and SIDA must be coordinated through the Project Manager.

Vehicle Registration and Driver's Training: If the work requires un-escorted vehicular access in the Secured Area or Airport Operations Area (AOA), Contractor shall complete and submit **ABIA Vehicle Registration LOGO Form** (Attachment 14) for each vehicle, present proof of required insurance, and submit a picture of the company vehicle logo in a .jpeg format to the Project Manager. Proposed vehicle drivers must attend airport driver's training. Training is computer based and may be taken in conjunction with the SIDA training previously mentioned. Airport Driver's training is approximately one hour in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. Contact Airport Operations [(512) 530-7550] for more information regarding driver's training.

Security at Construction Site: Contractors, or any other non-Airport personnel, having authorized Secured Area/AOA access and having been assigned a Secured Area/AOA access point for their temporary use shall maintain positive control of the access point by the use of off-duty ABIA Security personnel or employees of a private security firm approved by the Director, designee, or Transportation Security Administration (TSA). As approved by the Project Manager, Contractor shall contact the DOA Business Development Section [(512) 530-7507] for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required access control services shall be \$35 per hour.

Contractor will conduct a security briefing with personnel assigned to the access point each day with signatures by the Contractor and security personnel signifying a clear understanding of security procedures required. Contents of the briefing will be determined during the construction project meeting and copies of the previous week's daily briefing will be provided to the Project Manager.

Temporary Wall/Door/Lock/Fence/Gate: If temporary modification to current access control methods are required to the Sterile Area, Secured Area and/or Air Operations Area, the Contractor shall comply with the following procedures as stated in Title 49 CFR Part 1542.105: *"The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official. Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend."* For purposes of this section, the request shall be made to the Project Manager who will forward it to the Security and ID office. An example may be the installation of a temporary gate somewhere along the AOA fence line.

Security ID Badge Control: Contractor must conduct a monthly badge audit with Owner to ensure all active badge holders are still employed. Security and ID Office will provide Active Badge List to the Project Manager on the 1st working day of the month. Audit findings must be returned to Security and ID no later than the 15th of the month.

Contractor must return badges of Subcontractors to the DOA Security and ID office within three (3) working days of the subcontractors work completion. Contractor shall immediately notify Airport Communications [(512) 530-2677] when aware an individual's access authority has been revoked or limited for adverse reasons or termination of employment.

Loss of security items: Loss of any security-related item is a serious incident. All losses will be reported immediately to the Airport Communications [(512) 530-2242]. The Airport Security Coordinator or representative must approve replacement of any lost security item. Loss or failure to return a security

access badge will result in a \$500.00 per badge penalty to be deducted from the contract. Contractor is responsible for replacement costs and any other penalties associated with lost security items.

Federal Aviation Administration (FAA)/ Transportation Security Administration (TSA) Imposed Penalties

FAA or the Department of Homeland Security may impose civil penalties to individuals, companies, and the airport for safety or security violations. Maximum penalties assessed against an individual can be \$50,000 and companies \$400,000. Pursuant with City contract provisions and City of Austin ordinances, Contractor shall be responsible for payment of any civil penalties assessed against the Contractor or Owner due to safety/security program violations committed by the Contractor.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01555

ATTACHMENTS:

- # 1 - ABIA Escort Procedures and Authorization
- # 2 - Special Escort Notification form
- # 3 - Core Request form
- # 4 - Key Request form
- # 5 - Intellikey Acknowledgement Form - Contractor
- # 6 - Unescorted Access Authorization form
- # 7 - Authorized Signatures
- # 8 - Personal Information form
- # 9 - Criminal History Records Check/Disqualifying Criminal Offenses statement/form
- # 10 - Document Verification form
- # 11 - Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas form
- # 12 - ABIA Tool Inventory List
- # 13 - ABIA Daily Tool Inventory List
- # 14 - ABIA Vehicle Registration LOGO form



ABIA ESCORT PROCEDURES AUTHORIZATION FORM

Escort Procedures

SD 1542-06-01D Compliance and Procedures for authorized escorts; please read carefully as you will be ultimately responsible for the following procedures conducted as per TSA (Transportation Security Administration) CFR 1542. Failure to comply could result in Criminal and/or Civil penalties for non-compliance, as well as denial or revocations of access media (badge).

Escort

To accompany or monitor the activities of an individual who does not have unescorted access authority into or within a Sterile, Secured Area or SIDA, and/or Air Operations Area (AOA).

While in the SIDA, each person, unless under escort, is required to continuously display an AUS approved identification media. Identification must be displayed above the waist on the outermost garment at all times. All employees are required to challenge individuals who are not in compliance with the display requirements.

A. Escort Procedures:

1. Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with **(AUS)** Sticker which gives them the authority to escort. Unless otherwise exempt the maximum number of individuals who can be escorted is three (3).
2. Any escorted persons engaged in activities other than those for which the escorted access was granted shall be challenged to the validity of the action. When necessary, the person shall be removed from the escorted area. When deemed necessary to have assistance to remove escorted persons from the area, **Law Enforcement Personnel (LEP) will be contacted through Airport Communications at (512) 530-ABIA (2242).**

3. Individuals escorted into a sterile area, who have not been cleared at the screening checkpoint, must remain under escort until they exit the area. The escort will remain within a distance of individual(s) under escort so that positive control over the individual(s) actions is maintained.
4. No individual who has been issued an active AUS identification media/ID may be escorted; i.e., left badge at home, or is not in possession of media/id. An individual whose badge is suspended or expired may not be escorted.
5. Unless otherwise exempt from this process, **before conducting an escort you must contact (by fax [(512)530-7676] or telephone) Airport Communications (512) 530-2242** who will verify your authority to escort. Airport Communications will record the date and time of contact. Failure to do so could result in the revocation of escorting privileges. You will provide Airport Communications with the following information:
 - a. The names and date of birth of all individuals being escorted (3 maximum).
 - b. Estimated length of time the escort will be conducted.
 - c. Approximate location of the escort.
 - d. Reason for the escort.

You may also check-in with the Security Officer located at the following locations in lieu of contacting Communications when these posts are manned by Security Officers. These locations are the loading dock, E110 and Check Point Charlie W-123). If the loading dock or E110 are closed you will need to contact Communications.

Exemptions:

A “***Special Escort Notification Form***” may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be discussed and requested with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and ***prior approval*** from the ASC or ASC’s designee must be received before conducting the escort. To ensure prompt approval requests must be made at least three (3) working days in advance to allow for this exemption. In an emergency situation with less than three (3) working days notice is available; submit a fax to Airport Communications at (512) 530-7676. Approval **must** be obtained before conducting the escort.

Cargo and Belly Freight Operators, while providing escorts in their facilities and their adjoining fenced in areas at Gates W125 /W130 (Belly Freight), are **only exempt** from the notification process. Proper escorts must be conducted at all times while in the SIDA. Belly freight and fuel farm operators may make

notification of an escort through the Security Officer Booth located near W123.

Fuel Farm Operators, while providing escorts in their facilities and their adjoining fenced in areas, are **only exempt** from the notification process. Proper escorts must be conducted at all times while in the SIDA. Fuel Farm Operators may make notification through the Security Officer Booth located near W123.

EMS, ARFF, AFD, Security Officers, Airside Operations, OPSEC, TSA and Law Enforcement Personnel are exempt from notification process and 3 person limitations.

ID Display:

All persons within, or attempting to gain access to the SIDA of the Airport, who are not under escort, shall display on their person, at all times while in the SIDA, an identification badge issued or approved by the Airport. The identification badge must be displayed with the photo visible to the front, readily visible between the neck and waist on the outermost garment.

Challenge

The act of attempting to ascertain the authority or purpose of an unescorted person, not wearing or properly displaying airport issued/approved identification, to access or remain in the SIDA of the airport, by directly requesting such person to display airport issued/approved identification.

Secured Area

A portion of an airport, specified in the ***Airport Security Program***, in which certain security measures specified in Part 1542 of 49 CFR Chapter XII are carried out. This area is where aircraft operators and foreign air carriers that have a security program under Part 1544 or 1546 of 49 CFR Chapter XII enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA)

A portion of an airport, specified in the ***Airport Security Program***, in which security measures specified in Part 1542 are carried out. This area includes the Secured Area and may include other areas of the airport.

Sterile Area

A portion of an airport defined in the ***Airport Security Program*** that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA, or by an aircraft operator under Part 1544 of

49 CFR Chapter XII or a foreign air carrier under Part 1546 of 49 CFR Chapter XII, through the screening of persons and property.

I have read and understand the Approved Escort Procedures for AUS:

Company : _____

Employee : _____

Employee Badge: : _____

Signature : _____

Date : _____

Signatory Authority : _____

Badge Number : _____

Printed Name : _____

As Signatory Authority you are verifying the above person who is being granted SIDA or sterile area escort authority has a legitimate business need for such authority to conduct their duties at Austin-Bergstrom International Airport.

The Airport Operator via the Airport Security Coordinator or designee has the ultimate right to refuse escort authority to anyone who is found to abuse such authority or is found not in compliance.

Special Event Notification Form

A “**Special Event Notification Form**” may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis. Completion and submission of the form and **prior approval** from the ASC or ASC’s designee must be received before conducting the escort. To ensure prompt approval completed forms should be faxed to (512) 530-7530 at least 72 hours in advance to allow for this exemption. In an emergency situation with less than 72 hours notice is available; submit the fax to Airport Communications at (512) 530-7676. Approval **must** be obtained before conducting the escort.

- Names and date of birth of all individuals being escorted.
- Estimated length of time the escort will be conducted.
- Approximate location of the escort.
- Reason for the escort.

Authorized Escort Name, Badge Number and Employer:

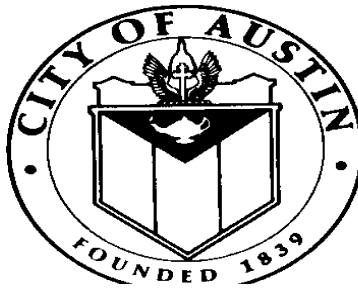
Name: _____
Badge Number: _____
Employer: _____

| Full name of person being escorted | Date of Birth |
|------------------------------------|---------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |



Austin-Bergstrom International Airport
Cores

| | | | | | | | | | | | |
|--|-----------------|----------------|---------------|-------|-------|-------|-------|-------|-------|-------|-------|
| TO: Security and ID Office Aviation Department | FROM: (Sponsor) | | | | | | | | | | |
| <p>A. Request the following person to be issued an airport security key indicated.</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____</p> <p>2. Key (check as appropriate) <input type="checkbox"/> Building Doors _____ <input type="checkbox"/> Perimeter Fence Gates _____ <input type="checkbox"/> Other _____</p> <p>3. Method of Payment: <input type="checkbox"/> User Fee <input type="checkbox"/> Cash/ Check <input type="checkbox"/> Charge <input type="checkbox"/> N/A</p> <p>I am authorized to request issue of security items (signature on file with the Security and ID office.</p> <p>Signature: _____ Badge #: _____ Date: _____</p> | | | | | | | | | | | |
| <p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number</p> <p>Signature: _____ Badge #: _____ Date: _____</p> <p>C. Received items listed in A-2 as follows:</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%;">Core ID: _____</td><td style="width: 50%;">Amount: _____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></table> <p>Signature: _____ Badge # _____ Date: _____</p> <p>D. Core Revocation:</p> <p>Core(s) <input type="checkbox"/> Lost <input type="checkbox"/> Returned</p> <p>Penalty deducted from contract for lost or damaged core \$ _____</p> <p>Signature: _____ Badge #: _____ Date: _____</p> | | Core ID: _____ | Amount: _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Core ID: _____ | Amount: _____ | | | | | | | | | | |
| _____ | _____ | | | | | | | | | | |
| _____ | _____ | | | | | | | | | | |
| _____ | _____ | | | | | | | | | | |
| _____ | _____ | | | | | | | | | | |



Austin-Bergstrom International Airport
Key Issue

| TO: Security and ID Office Aviation Department | FROM: (Sponsor) | | | | | | | | | | | | | | | |
|---|-----------------|----------------------|---------------|----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| <p>A. Request the following person to be issued an airport security key indicated.</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____</p> <p>2. Key (check as appropriate) <input type="checkbox"/> Building Doors _____ <input type="checkbox"/> Perimeter Fence Gates _____ <input type="checkbox"/> Other _____</p> <p>3. Method of Payment: <input type="checkbox"/> User Fee <input type="checkbox"/> Cash/ Check <input type="checkbox"/> Charge <input type="checkbox"/> N/A</p> <p>I am authorized to request issue of AOA/SIDA items (signature on file with the Security and ID office) and I certify that necessary procedures have been established to control the items.</p> <p>Signature: _____ Badge #: _____ Date: _____</p> | | | | | | | | | | | | | | | | |
| <p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number</p> <p>Signature: _____ Badge #: _____ Date: _____</p> | | | | | | | | | | | | | | | | |
| <p>C. Received items listed in A-3 as follows:</p> <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 33%;">Key ID: _____</th><th style="width: 33%;">Amount: _____</th><th style="width: 33%;">Serial Number: _____</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table> <p>Signature: _____ Badge # _____ Date: _____</p> | | Key ID: _____ | Amount: _____ | Serial Number: _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Key ID: _____ | Amount: _____ | Serial Number: _____ | | | | | | | | | | | | | | |
| _____ | _____ | _____ | | | | | | | | | | | | | | |
| _____ | _____ | _____ | | | | | | | | | | | | | | |
| _____ | _____ | _____ | | | | | | | | | | | | | | |
| _____ | _____ | _____ | | | | | | | | | | | | | | |
| <p>D. Key Revocation:</p> <p>Key(s) <input type="checkbox"/> Lost <input type="checkbox"/> Returned <input type="checkbox"/> Destroyed</p> <p>Signature: _____ Badge #: _____ Date: _____</p> | | | | | | | | | | | | | | | | |
| <p>E. Penalty Deducted from Contract:</p> <p>Received Total of \$ _____</p> <p>Signature: _____ Badge #: _____ Date: _____</p> | | | | | | | | | | | | | | | | |



Intellikey Acceptance Acknowledgement

I, _____, ABIA SIDA badge # _____ acknowledge receipt of an INTELLIKEY.
I understand the security system of ABIA will be compromised if the key is lost and agree to the following terms as conditions for acceptance:

- Control of the Intellikey must be maintained at all times.
- Intellikey will be kept in a secure location while not on ABIA property.
- Intellikey will be used for the performance of contracted job responsibilities and will not be used for any other purpose.
- The Security and ID Office (Airport Communications, after hours) must be notified immediately if an Intellikey is lost or stolen. Failure to immediately make the proper notifications of a lost Intellikey can result in a suspension of Airport ID/Access privileges.
- If an Intellikey is lost, the replacement cost will be \$100.00. Any subsequent losses will result in an additional deposit and possible non-issuance of an Intellikey.
- Intellikey must be “refreshed” within the established ABIA timeline to remain valid.

I have read the above requirements and understand the contents.

Signature

Date

The above individual is approved for issuance of an Intellikey.

Project Manager- P & E
Austin Bergstrom International Airport

June 5, 2013



UNESCORTED ACCESS AUTHORIZATION FORM

Print legibly or type. Incomplete or illegible forms will not be processed

MUST BE COMPLETED IN BLUE INK

| | | |
|------------------------|--------------|--------------------|
| | | |
| Employee's Last Name ↑ | First Name ↑ | Full Middle Name ↑ |

I request the following items/services for the above listed employee:

- ☐ New Employee Badge
- ☐ Renewal of Employee Badge
- ☐ Replacement of Lost/Stolen Badge
- ☐ Replacement of Expired Badge
- ☐ Fingerprints
- ☐ Security Threat Assessment

The items/services will be paid for in the manner indicated below (check one):

- ☐ Employee will pay (cash, check, VISA or MasterCard)
- ☐ Company will pay (cash, check, VISA or MasterCard)
- ☐ Bill this company (limited to select tenants)
- ☐ No Charge (Government Employees)

This employee will need the following type of badge (check all that apply):

- ☐ (Green) Sterile Area + AOA + Secured Area (Ramp)
- ☐ (Orange) Sterile and Restricted Area within Terminal
- ☐ (Yellow) Cargo Ramp and Maintenance Ramp only
- ☐ (Blue) T-Hangers Access Only
- ☐ (White) ID only – No Access

Other notes regarding this employee's access:

PLEASE INITIAL: Ramp Driving ____ Escort ____ Runway/Taxiway ____ LEP ____

By signing below I indicate that my signature is on file with the Security and ID Office and I am authorized to request security items as required by Transportation Security Administration Regulation 49 CFR 1542.209 or 49 CFR 1544.229.

I certify that I have inspected the identification documents of the person named above and they are acceptable forms of identification as listed on the second page of the Security and ID Personnel Information Form. I understand my Signatory Authority may be revoked for failure to inspect and verify the required identification documents.

ID's Checked: #1 _____ Exp Date: _____ #2: _____ Exp Date: _____

PRINT AUTHORIZER'S NAME

AUTHORIZER'S SIGNATURE

COMPANY NAME

AUTHORIZER'S PHONE

SPONSOR COMPANY

DATE (IN MM/DD/YYYY FORMAT)

Austin-Bergstrom International Airport

AUTHORIZED SIGNATURES*Blue ink only*

| | | |
|--|----------------------------|--|
|  Austin-Bergstrom International Airport | Dept/Company Name → | |
|--|----------------------------|--|

DEPARTMENT HEAD YES _____ NO _____

As the owner, manager, chief executive officer, or person otherwise in charge and in accordance with the Austin Bergstrom International Airport Security Program, I authorize the following persons besides myself, employees of my company/organization, to sign requests for AOA, SIDA and other restricted area access authorizations and related security items. This form invalidates and replaces all previous authorization forms for my company/organization. All contact phone numbers are correct as of the date of this form. I am the only individual with my company/organization that is authorized to add or remove names on this authorization form.

SIGNATORY AUTHORITY

PRINT NAME

BADGE NUMBER

BUSINESS TELEPHONE

ALTERNATE TELEPHONE

E-MAIL ADDRESS

**I CERTIFY THAT I HAVE RECEIVED TRAINING IN AND UNDERSTAND
THE DUTIES AND RESPONSIBILITIES OF AN AUTHORIZED SIGNER**

SIGNATURE

DATE



SECURITY AND ID PERSONAL INFORMATION FORM

*****Illegible Forms will not be Accepted*****

Badge # _____

EMPLOYER INFORMATION

Sponsor Company

Contract Company

PERSONAL INFORMATION

Last Name

First Name (Full)

Middle Name (Full)

Nickname/Alias

Home Address

City

State

Zip

GENDER: (circle one) Male Female ETHNICITY: White Black Hispanic Asian Other: _____

EYE COLOR: Black Blue Brown Gray Green Hazel Other: _____

HAIR COLOR: Black Blonde Brown Gray Red White Bald Other: _____

DATE OF BIRTH: _____ HEIGHT: _____ WEIGHT: _____

STATE OF BIRTH (or Foreign Country): _____ COUNTRY OF CITIZENSHIP: _____

SOCIAL SECURITY # _____ DRIVERS LICENSE # _____ STATE _____

PASSPORT # _____ PASSPORT COUNTRY: _____

ALIEN REGISTRATION # (if applicable) _____

NON IMMIGRANT VISA # (if applicable) _____

WORK PHONE # _____ HOME PHONE # _____ ALT PHONE # _____

E-MAIL ADDRESS _____

The information I have provided is true and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punishable by fine or imprisonment or both. (See Section 1001 of Title 18 of the United States Code)

Signature: _____ Date: _____

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19)/Aviation Worker Program, 601 South 12th Street, Arlington, Va. 20598.

I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

Signature: _____ Date of Birth: _____

SSN and Printed Full Name: _____



SECURITY AND ID PERSONAL INFORMATION FORM

Badge Applicant's Name Last _____ First _____ Middle _____

**LIST OF ACCEPTABLE DOCUMENTS ---ONE OF WHICH MUST BE A PHOTO ID
ONE FORM OF ID FROM LIST A & B, OR ONE FROM LIST A & C, OR ONE FROM LIST B & C
All documents must be UNEXPIRED**

| LIST A | LIST B | LIST C |
|---|---|--|
| <ol style="list-style-type: none">1. U.S. Passport or U.S. Passport Card2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa4. Employment Authorization Document that contains a photograph (Form I-766)5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:<ol style="list-style-type: none">a. Foreign passport; andb. Form I-94 or Form I-94-A that has the following:<ol style="list-style-type: none">1) The same name as the passport; and2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI. | <ol style="list-style-type: none">1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address2. ID card issued by federal, state, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address3. School ID card with a photograph4. Voter's registration card5. U.S. Military card or draft record6. Military dependent's ID card7. U.S. Coast Guard Merchant Mariner Card8. Native American tribal document9. Driver's license issued by a Canadian government authority <p>For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none">10. School record or report card11. Clinic, doctor, or hospital record12. Day-care or nursery school record | <ol style="list-style-type: none">1. A Social Security Account Number card unless the card includes one of the following restrictions<ol style="list-style-type: none">1) NOT VALID FOR EMPLOYMENT2) VALID FOR WORK ONLY WITH INS AUTHORIZATION3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION2. Certification of Birth Abroad issued by the Department of State (Form FS-545)3. Certification of Report of Birth issued by the Department of State (Form DS-1350)4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal5. Native American tribal document6. U.S. Citizen ID Card (Form I-197)7. Identification Card for Use of Resident Citizen in the United States (Form I-179)8. Employment authorization document issued by the Department of Homeland Security |

ADDITIONAL DOCUMENT REQUIREMENTS

A. Individuals who are not U.S. citizens must provide:

1. Alien Registration Number; **or**
2. I-94 Arrival/Departure Number

B. Individuals who hold a non-immigrant Visa must provide it.

C. Individuals who are U.S. citizens born abroad or naturalized U.S. citizens must provide:

1. U.S. passport (List A); **or**
2. Certificate of Naturalization ; **or**
3. Certification of Birth Abroad, Form DS-1350 (List C)

*****SECTION BELOW TO BE COMPLETED BY SECURITY AND ID OFFICE PERSONNEL USE ONLY*****

Documents verified by (Signature of Trusted Agent)

Date

Badge issued by (Signature of Trusted Agent)

Date



Criminal History Records Check Disqualifying Criminal Offenses

An individual has a disqualifying offense if the individual has been convicted of, or found not guilty of by reason of insanity, any of the disqualifying crimes listed in this paragraph in any jurisdiction a minimum of 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

| | | Yes | No |
|----|---|--------------------------|--------------------------|
| 1 | Forgery of certificates, false marking of aircraft, and other aircraft registration violations in violation of 49 U.S.C. 46306. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Interference with air navigation in violation of 49 U.S.C. 46308. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Improper transportation of hazardous material in violation of 49 U.S.C. 46312. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Aircraft piracy in violation of 49 U.S.C. 46502. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Interference with flight crew member or flight attendants in violation of 49 U.S.C. 46504 | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Commission of certain crimes aboard aircraft in flight in violation of 49 U.S.C. 46506. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | Carrying a weapon or explosive aboard aircraft in violation of 49 U.S.C. 46505. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | Conveying false information and threats in violation of 49 U.S.C. 46507. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 | Aircraft piracy outside the special aircraft jurisdiction of the United States in violation of 49 U.S.C. 46502(b). | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | Lighting violations involving transporting controlled substances in violation of 49 U.S.C. 46315. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements in violation of 49 U.S.C. 46314. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | Destruction of an aircraft facility in violation of 18 U.S.C. 32. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | Murder. | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | Assault with intent to murder. | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | Espionage. | <input type="checkbox"/> | <input type="checkbox"/> |
| 16 | Sedition. | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | Kidnapping or hostage taking. | <input type="checkbox"/> | <input type="checkbox"/> |
| 18 | Treason. | <input type="checkbox"/> | <input type="checkbox"/> |

| | | Yes | No |
|----|---|--------------------------|--------------------------|
| 19 | Rape or aggravated sexual abuse. | <input type="checkbox"/> | <input type="checkbox"/> |
| 20 | Unlawful possession, use, sale, distribution, manufacture of an explosive or weapon. | <input type="checkbox"/> | <input type="checkbox"/> |
| 21 | Extortion. | <input type="checkbox"/> | <input type="checkbox"/> |
| 22 | Armed or felony unarmed robbery. | <input type="checkbox"/> | <input type="checkbox"/> |
| 23 | Distribution of, or intent to distribute, a controlled substance. | <input type="checkbox"/> | <input type="checkbox"/> |
| 24 | Felony arson. | <input type="checkbox"/> | <input type="checkbox"/> |
| 25 | Felony involving a threat. | <input type="checkbox"/> | <input type="checkbox"/> |
| 26 | Felony involving willful destruction of property. | <input type="checkbox"/> | <input type="checkbox"/> |
| 27 | Felony involving importation or manufacture of a controlled substance. | <input type="checkbox"/> | <input type="checkbox"/> |
| 28 | Felony involving burglary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 29 | Felony involving theft. | <input type="checkbox"/> | <input type="checkbox"/> |
| 30 | Felony involving dishonesty, fraud, or misrepresentation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 31 | Felony involving possession or distribution of stolen property. | <input type="checkbox"/> | <input type="checkbox"/> |
| 32 | Felony involving aggravated assault. | <input type="checkbox"/> | <input type="checkbox"/> |
| 33 | Felony involving bribery. | <input type="checkbox"/> | <input type="checkbox"/> |
| 34 | Felony involving illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year. | <input type="checkbox"/> | <input type="checkbox"/> |
| 35 | Felony involving violence at international airports in violation of 18 U.S.C. 37. | <input type="checkbox"/> | <input type="checkbox"/> |
| 36 | Conspiracy or attempt to commit any of the criminal acts listed on this page. | <input type="checkbox"/> | <input type="checkbox"/> |

By signing below I certify that I do not have any of the above listed disqualifying criminal offenses.

Also signing below indicates my understanding that I have a continuing obligation under Title 49, CFR, Parts 1542.209 and 1544.229 to disclose to the airport operator within 24 hours if I plead guilty or nolo contendere ("no contest") to, have an adjudication withheld, have been convicted or found not guilty by reason of insanity to any of the disqualifying crimes listed on this application or the federal security regulations.

Also signing below indicates the information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)

PRINT NAME

SIGNATURE

DATE



ABIA INS DOCUMENTATION VERIFICATION FORM

**Verification of U.S. Department of Justice – Immigration and Naturalization Service Issued
Resident Alien – Permanent Resident – Work Authorization – Photo Identification**

Last Name ↑

First Name ↑

Middle Name ↑

Citizenship ↑

Date of Birth ↑

Social Security Number ↑

SECTION BELOW TO BE COMPLETED BY US CUSTOMS & BORDER PROTECTION PERSONNEL

Verified By ↑

Agency Name ↑

Date ↑

AUSTIN BERGSTROM INTERNATIONAL AIRPORT**Acknowledgement of Responsibility****Prohibited items and Tools in Terminal Concourses and Sterile Areas**

Due to heightened security, the Transportation Security Administration (TSA) has required that no items identified in the TSA “Prohibited items List” be allowed in the terminal concourses and sterile areas of the airport. This prohibition includes all pocketknives, carpet knives, and other folding or retractable blades, regardless of blade length or composition. The prohibition also includes sabers, swords, hunting knives, martial arts devices, ice picks, straight razors, and elongated scissors, or any tool with a sharp blade that could be utilized as a weapon or cutting tool. This list is not comprehensive, and common sense should always prevail. A current copy of the TSA “Prohibited items” may be obtained at www.TSA.gov or by calling the Security Badging office at (512) 530-6943.

The TSA acknowledges the need to allow for maintenance in the concourse areas, and therefore some exceptions have been made. Personnel requiring the use of tools and other prohibited items to perform essential job functions may do so if the following conditions are met.

- The individual accepts responsibility to keep all tools and prohibited items within his/her immediate span or control so that no unauthorized person is able to access them.
- All tools are to be transported in a secure bag or toolbox so they are inaccessible to passengers at all times (no tool belts).
- Tools will be used discretely, stored immediately, and secured and locked whenever possible.
- All personnel requesting unescorted access shall be required to sign this Acknowledgement of Responsibility form at the time they are badged. Extra forms are available in the security badging Office.
- Unbadged personnel requiring the use of tools in the sterile areas must be under continuous escort of a badged employee. **The badged employee providing the escort will be held fully responsible for ensuring compliance with these rules.**
- **Unbadged persons and their tools must be processed through TSA Passenger Security Checkpoint # 2. In addition, they must be under escort at all times.** Badged personnel must deliver their tools to the Loading Dock, return to the terminal, enter the sterile area through a TSA passenger security checkpoint and return to the Loading Dock through the service corridor. An inventory of the tools will be conducted at the Loading Dock upon entering and exiting the restricted area. Please contact an Airport Security Coordinator or Operations Construction Project Coordinator.

All unattended tools found in the Sterile Areas will be confiscated by the Department of Aviation, and the employees badge may be suspended or revoked. Personnel not complying with these procedures may be issued a notice of Violation (NOV) and/or be subject to TSA sanctions.

Your signature below indicates that you fully understand and accept the responsibilities outlined in this acknowledgment of responsibility.

SIGNATURE-----
PRINT NAME-----
COMPANY-----
DATE

ABIA TOOL INVENTORY LIST

PROJECT NAME: _____

CONTRACTOR NAME: _____

| DATE | TIME | | TOOL DESCRIPTION | CLASS | | QTY | |
|------|------|-----|------------------|-------|---|-----|-----|
| | IN | OUT | | A | B | IN | OUT |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Inventory Prepared By: _____

SGTO In Checker _____/DATE

SGTO Out Checker _____/DATE

ABIA DAILY INVENTORY LIST

PROJECT NAME: _____

CONTRACTOR NAME: _____

| Date | Time | Remarks | OPSEC | |
|------|------|---|----------|----------|
| | | | Notified | Initials |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |
| | | <input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing: | Y N | |

AIRPORT COMMUNICATIONS # (512) 530-2242



Austin-Bergstrom International Airport
Vehicle Registration LOGO

| | |
|---|-----------------|
| TO: Security and ID Office Aviation Department | FROM: (Sponsor) |
| <p>A. Request AOA access authorization and registration for the following vehicle:</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____ Insurance Company: _____</p> <p>2. Vehicle: _____ Model: _____ Color: _____ Year: _____ License Plate: _____ State: _____</p> <p>3. Required AOA/SIDA Clearance: <input type="checkbox"/> Main Terminal Ramp <input type="checkbox"/> RCCF <input type="checkbox"/> Fuel Facility <input type="checkbox"/> Runways and Taxiways <input type="checkbox"/> Maintenance Ramp <input type="checkbox"/> Cargo Ramp</p> <p>4. Vehicle Identified by: <input type="checkbox"/> Company Logo</p> <p>I am authorized to request AOA/SIDA and restricted area access issuance of security related items (signature on file with the Security and ID office and certify that the operation of this vehicle on the AOA/SIDA is necessary and in conjunction with official business. The persons who will be operating this vehicle have been briefed on the Airport Security Program and operating procedures for the AOA/SIDA.</p> <p>Signature: _____ Badge #: _____ Date: _____ DOA Project Manager</p> <p>Signature: _____ Badge #: _____ Date: _____</p> | |
| <p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number <input type="checkbox"/> Proof of Insurance</p> <p>Signature: _____ Badge #: _____ Date: _____ DOA Project Coordinator</p> | |
| <p>C. I understand the security requirements and my responsibilities under the Airport Security Program relating to Authorization for my access and operating procedures on the AOA/SIDA. I accept these responsibilities and agree to comply with requirements of the Airport Security Program and safeguard my TOPCAP/LOGO to prevent unauthorized use.</p> <p>Signature: _____ Badge # _____ Date: _____</p> | |
| <p>D. LOGO Revocation::</p> <p>Signature: _____ Badge #: _____ Date: _____ Department of Aviation</p> | |

Austin-Bergstrom International Airport
Cabling Infrastructure Maintenance
Request for Proposals

Attachment A – Symphony (Krone) Warranty Information

NOTHING MATCHES
THE PERFORMANCE
OF A



SYMPHONY

SYMPHONY CERTIFIED SYSTEM REGISTRATION CERTIFICATE

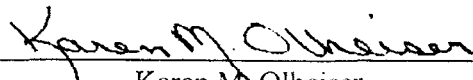
SYSTEM SOLUTION: COPPER AND FIBER
WARRANTY LEVEL: SILVER

**CITY OF AUSTIN
DEPARTMENT OF AVIATION**

This System Registration Certificate is issued to CITY OF AUSTIN DEPARTMENT OF AVIATION at Austin Bergstrom International Airport Campus, 3010 Employee Avenue, Building 1101, Austin, TX 78719 to evidence the successful completion of installation, testing, and documentation of a SYMPHONY Certified Cabling System and the eligibility of the System for the SYMPHONY Certified Cabling System Limited Product & System Performance Warranty.

Schedule of Products and Applications: Attached is the Products and Applications which are warranted by the SYMPHONY Cabling System and the intended Applications for which the System can be used.

Limited Warranty: Attached is a copy of the SYMPHONY Certified System Limited Product & System Performance Warranty which sets forth all terms and conditions of the warranty given by KRONE, Inc. THE ATTACHED LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, BY KRONE, INC. AND THE MANUFACTURERS OF ALL COMPONENTS OF THE WARRANTED SYMPHONY CABLING SYSTEM INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. The attached Limited Warranty is valid for a period of 20 years for copper and 25 years for fiber products from the issuance date stated below.



Karen M. Olheiser
Warranty Program Manager

2139

System Registration
Certificate No.

August 31, 1999

Date



KRONE

CERTIFIED CABLING SYSTEMS

NOTHING MATCHES
THE PERFORMANCE
OF A



SYMPHONY

SYMPHONY CERTIFIED CABLING SYSTEM LIMITED WARRANTY

This Limited Warranty applies to a Symphony certified cabling system ("Certified System") installed by Cabling System Certifiers and used in the United States or Canada by an end-user, and registered with KRONE, as evidenced by a numbered Symphony Certified System Registration Certificate ("Registration Certificate") issued by KRONE to the end-user.

WARRANTY DURATION

This Warranty shall be in effect for a term of 20 years for copper and 25 years for fiber products from the date of issuance of the Registration Certificate.

WARRANTY COVERAGE

This Warranty applies to all Components and Applications listed on the Schedule of Products and Applications attached to the Registration Certificate. From the date that the Registration Certificate is issued, KRONE warrants to the end-user that:

(1) all Components will be free from defects in material or workmanship under normal and proper use;

SYMPHONY CERTIFIED CABLING SYSTEM LIMITED PRODUCT & SYSTEM PERFORMANCE WARRANTY

(2) all Components meet or exceed the specifications of the TIA/EIA 568-A standards unless otherwise specifically noted on the Schedule of Products and Applications;

(3) the Certified System will meet or exceed the attenuation and near-end crosstalk (NEXT) requirements of TIA/EIA 568-A TSB-67 for cabling links/channels;

(4) the Certified System will meet or exceed the fiber loss and bandwidth requirements of TIA/EIA 568-A TSB-67 standards; and

(5) the Certified System will be free from defects which prevent operation of the Applications which are either (a) listed on the Schedule of Products and Applications; (b) introduced in the future by recognized standards or user forums that use the 1996 issue of TIA/EIA 568-A component and link/channel specifications for cabling, or (c) identified in the Symphony Installation and Design Manual at the time of issuance of the Registration Certificate.

If the Certified System or any Component fails to meet the standards set forth above, KRONE will at its expense cause the defective Component or Components to be repaired or provide replacement product or, at KRONE's discretion, will refund to the end-user the purchase price of the defective components. If KRONE decides to replace any Components, it may use new or reconditioned replacement parts with the same or reasonably equivalent specifications. Any such repair or replacement shall be warranted under the terms of this Warranty for the remainder of the term of this Warranty.

WHAT KRONE WILL DO

When a Certified System end-user determines, after reasonable investigation, that a failure in the operation of an application is the result of the failure of the Certified System to meet its warranted specifications or performance, it shall notify KRONE. KRONE will determine its responsibility under this Warranty and provide the remedies promised under this Warranty.

WHO IS COVERED BY THIS WARRANTY

This Warranty is for the benefit only of the end-user to whom the Registration Certificate is issued and any other owner, tenant or user of the Certified System.

LIMITATIONS ON WARRANTY

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, BY KRONE AND THE MANUFACTURERS OF ALL COMPONENTS OF THE CERTIFIED SYSTEM, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER KRONE NOR THE MANUFACTURER OF ANY COMPONENT OF THE CERTIFIED SYSTEM WILL BE LIABLE FOR SYSTEM DOWN-TIME, INCONVENIENCE, DISRUPTION OF BUSINESS, PROPERTY DAMAGE, PUNITIVE DAMAGES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY FAILURE OF THE CERTIFIED SYSTEM OR ANY COMPONENT. REPAIR, OR PROVIDING REPLACEMENT PRODUCT OR REFUNDING THE PURCHASE PRICE OF THE DEFECTIVE COMPONENTS AT THE DISCRETION OF KRONE, IS YOUR EXCLUSIVE REMEDY.

WHAT THIS WARRANTY DOES NOT COVER

This Warranty does not cover failure of a Certified System or Components resulting from actions or events beyond the control of KRONE or the manufacturer of Components, including, without limitation, alterations to the Certified System, unauthorized or improper repairs, misuse, accidents, fire, water damage, and acts of God.

YOU MAY HAVE OTHER RIGHTS UNDER STATE LAW

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so limitations set forth above may not pertain to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty shall be expanded to the extent, and only to the extent, required by applicable state law.



KRONE CERTIFIED CABLING SYSTEMS

SYMPHONY

SCHEDULE OF PRODUCTS AND APPLICATIONS

SYMPHONY

888-576-6379

| Belden | KRONE | Siecor | Applications |
|---|---|---|---|
| MediaTwist UTP Non-Plenum-Plenum DataTwist 350 UTP Non-Plenum/Plenum DataTwist Five UTP & ScTP Non-Plenum/Plenum All Pair Counts DataTwist Three* UTP Non-Plenum/Plenum | DataThing HighBand Termination Blocks FT Termination Blocks Patch Panels Station Outlets Series 2 Termination Blocks* 50-Pair Termination Blocks* Building Entrance Terminals* | Tight-Buffered Cables Loose Tube Cables Fan-Out Cables Interconnect Cables Specialty Cables Rack Mountable Hardware Wall Mountable Hardware Telecommunications Outlets Cable Enclosures Connector Panels Splice Trays Adapters No Epoxy/No Polish Connectors Epoxy and Polish Connectors UV-Cure Connectors Mechanical Splicing Products Factory-Terminated Cable and Hardware Systems | <hr/> Copper <hr/> 10BaseT 100BaseT Fast Ethernet Token Ring 155 ATM 622 ATM Gigabit Ethernet 550 MHz Video <hr/> Fiber <hr/> FOIRL 10Base-F FDDI HIPPI ATM Fiber Channel And Others |
| <div style="border: 1px solid black; padding: 5px;"> High Pair-Count Copper Manufacturers Champlain Essex Prestolite </div> | | | |

* Voice Application Only; ** (DataTwist 350 & MediaTwist); + (DataTwist 350); ++ Proposed standard

Users Guidelines

SYMPHONY

BELDEN • KRONE • SIECOR

| <u>CONTENTS</u> | <u>Page</u> |
|--|-------------|
| Introduction | UG-2 |
| 1.0 Scope | UG-3 |
| 1.1 Building Entrance Facility | UG-3 |
| 1.2 Building Distribution Frame | UG-3 |
| 1.3 Telecom Closet | UG-3 |
| 1.4 Backbone Cable System | UG-3 |
| 1.5 Horizontal Distribution System | UG-3 |
| 1.6 Telecommunications Outlet | UG-3 |
| 1.7 Work Area | UG-3 |
| 2.0 Labeling | UG-4 |
| 3.0 Testing and Troubleshooting | UG-4 |
| 4.0 Moves, Additions and Changes | UG-4 |
| 4.1 Addition of a Service | UG-5 |
| 4.2 Removal of a Service | UG-6 |
| 4.3 Change of Service | UG-6 |
| 5.0 Record Keeping | UG-6 |
| Definitions | UG-8 |
| Abbreviations and Symbols | UG-9 |

Users Guidelines

Introduction

The SYMPHONY Certified Cabling System you have chosen to install is a comprehensive system consisting of products and guidelines for networking a wide range of communications devices in a single building or in a campus environment. The cabling system has a 20-year copper and fiber warranty. The Users Guidelines are designed to help customers maintain the cabling system and retain warranty coverage for the entire warranty term.

The design principles of the SYMPHONY Certified Cabling System were derived from the TIA/EIA-568-A Commercial Building Telecommunications Wiring Standard, developed by the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA); the ISO/IEC 11801 standard, Information Technology—Generic Cabling for Customer Premises Cabling, developed by the International Standards Organization and the International Electrotechnical Commission; and the BICSI Telecommunications Distribution Methods Manual, developed by the Building Industry Consulting Service International.

The Cabling System network approach uses a hierarchy of nodes and links arranged in a star topology. The physical star topology can accommodate other logical configurations, such as bus and ring, through the use of concentrators and multi-station access units. This approach generally reduces downtime and allows for moves, additions and changes with little or no interruption. Generally, only routine administrative support is required.

The SYMPHONY Certified Cabling System is designed to accommodate most present and future networking needs. The Certified Cabling System is backed by KRONE Inc., recognized leader in global telecommunications solutions.

The SYMPHONY Certified Cabling System is available through a network of SYMPHONY Cabling System Certifiers. The Cabling System Certifiers are trained by KRONE and are responsible for the planning, design, engineering, installation testing, certification and maintenance of the SYMPHONY Certified Cabling System.

If you have questions on the content or intent of this document, please call the SYMPHONY System Support Line at 888-KRONESYS.

Users Guidelines

1.0 Scope

The objective of this guide is to provide the user with guidelines for preserving the designed functionality and performance of the Cabling System.

In this guide we cover the major Cabling subsystems and their functionality. As your network evolves or as people relocate within your organization, we describe how changes can be accommodated without voiding the Certified Cabling System Warranty.

The SYMPHONY Certified Cabling System incorporates seven major subsystems. In the first portion of this guide, these subsystems are described in more detail. This guide also indicates who can perform moves, additions and changes on each of these subsystems.

1.1 Building Entrance Facility

The Building Entrance Facility is the interface between the outside plant network and the internal distribution network. The Building Entrance Facility is generally located close to the point where cables from the outside plant network enter. It primarily consists of protection hardware, splice enclosures, cross-connect hardware, network interface and outside plant cables. In addition, it may also contain transmission electronics, such as T1 multiplexers, channel banks, etc. The Certified Cabling System Program does not permit any moves, additions or changes to the Building Entrance Facility by customer personnel.

1.2 Building Distribution Frame

The Building Distribution

Frame is the primary point for a building distribution network. The Building Distribution Frame is the terminating point for riser, PABX, computer equipment, inter-building cables, and connection to telephone company interfaces. The Building Distribution Frame may be located separately or it may be housed within a Telecom Closet.

1.3 Telecom Closet

The Telecom Closet houses the cross-connect and interconnect hardware to provide connection and administration between the backbone cable and the horizontal wiring. It may also house various data communications electronic equipment.

1.4 Backbone Cable System

The Backbone Cable System consists of multi-pair copper cables or fiber optic cables and their supporting hardware. It is used to link the Main Distribution Frame to the Telecom Closet on each floor.

1.5 Horizontal Distribution System

The Horizontal Distribution System links the Telecom Closet to the Telecommunications Outlet.

1.6 Telecommunications Outlet

Terminates the horizontal distribution system and serves as the receptacle for the line cord. This is usually an 8-pin modular jack (RJ45).

1.7 Work Area

Includes a variety of hardware whose function is to connect a customer terminal to the Telecommunications Outlet with the use of manufactured patch cables supplied by your Cabling System Certifier.

Users Guidelines

2.0 Labeling

The color field concept is used to label different termination areas in a cross-connect system. Labeling eases the administration of communication facilities by easy visual identification. The color designations below are taken from the TIA/EIA 606 Administration Standard* for the Telecommunications Infrastructure of Commercial Buildings.

3.0 Testing and Troubleshooting

The SYMPHONY Certified Cabling System is fully tested after installation by a SYMPHONY Cabling System Certifier. If you encounter any problems, please check the following:

- (a) Ensure that the workstations and other electronic hardware (hubs, MAUs, etc.,) are properly configured

according to the manufacturer's instructions.

- (b) Ensure that line cords, and the correct adapters are used.
- (c) Ensure that cross-connections are done properly.

If you still encounter problems, please contact your Cabling System Certifier.

4.0 Moves, Additions and Changes

In most cases, cross-connections between the equipment and the distribution fields can be accomplished without compromising system integrity. However, prior to performing changes involving connections in the Main Distribution Frame or between equipment fields in Telecom Closets, please consult your SYMPHONY Cabling System Certifier. This will ensure that changes per-

| Termination type | Color | Description |
|--|--------|--|
| Building Entrance Facility | Orange | Central office termination's |
| Network Connections | Green | Network connections or auxiliary circuit termination |
| Common Equipment PBX, Host, LANs, Muxes | Purple | Used for all major switching and data equipment terminations |
| First Level Backbone | White | Equipment Room to Equipment Room terminations |
| Second Level Backbone | Gray | Equipment Room to Telecom Closet terminations |
| Work Area | Blue | Horizontal cable terminations |
| Campus Backbone | Brown | Campus cable terminations |
| Miscellaneous | Yellow | Auxiliary, maintenance alarms, security, etc. |
| Key Telephone Systems | Red | |

* TIA/EIA 606 Administration Standard is not required, but is helpful to use.

Users Guidelines

formed will conform to cabling system specifications.

Moves, additions and changes involve appropriate cross-connections at the telecom closet and/or at the Main Distribution Frame. In order to implement these at the Main Distribution Frame or at the Telecom Closet ***it is required to maintain an accurate record keeping system of your communication facilities.***

4.1 Addition of a Service

The SYMPHONY Certified Cabling System allows for substantial growth of your communication facilities. Consequently, there is generally a percentage of additional pairs terminated in the telecom closet that are not cross-connected to the distribution field at the time of installation. Also, there may be Telecommunications Outlets on each floor of your building where there are no workstations/terminals present. Use the following steps to add a new workstation.

a) At the Workstation

1. For data and LAN services, connect the device as specified per the SYMPHONY Certified Cabling System Manual to an unused data outlet. For voice or voice band data services, connect the phone or modem to an unused voice outlet.
2. Record the outlet used on a record keeping system. (An example of a typical record

keeping sheet is contained in Appendix A.)

b) At the Telecom Closet

1. Identify the port/pair (corresponding to the above telecommunications outlet) on the distribution field and also identify the available port/pair on the equipment or riser field by referring to your record keeping system. Please refer to Section 4 on color coding.
2. Depending on the cross-connect system, patch panel or IDC, use patch cords (data) or cross connect wire (voice) to make the cross-connection between the distribution and the equipment fields.
3. Route the patch cords or cross connect wire neatly through distribution rings. Plug the patch cord into the desired port or insert the cross connect wire into the appropriate contacts.
4. Update your record keeping system.

Note: When using patch cords always use the shortest patch cord possible. This practice facilitates easy administration, and also promotes a neater appearance of the cross-connect system. The KRONE Insertion Tool must be used when terminating on a KRONE Termination Block. The use of improper

Users Guidelines

tools (screwdrivers, etc.) will damage the contacts and void the warranty.

4.2 Removal of a Service

- (a) Identify the required port/pair on the distribution field and equipment or riser field at the riser closet (or Main Distribution Frame, if necessary) by referring to your record keeping system.
- (b) For High Performance Module, Patch Panel, and High Density systems, unplug the patch cord or cross connect wire at both ends (distribution as well as the equipment fields) and remove the patch cord or cross connect wire.
- (c) Update your record keeping system.

4.3 Change of Service

- (a) Disconnect the station/terminal at the outlet.
- (b) Identify the ports/pairs at the equipment fields in the telecom closet and/or Main Distribution Frame, by referring to your record keeping system. Remove one end of the patch cord from old position at the equipment field.
- (c) Identify the port(s)/pair(s) of new circuit on equipment field in the telecom closet and/or at the Main Distribution Frame by referring to record keeping system.
- (d) Reconnect equipment field at new position with the same patch cord at

the Telecom Closet or the Main Distribution Frame.

- (e) Reconnect the station/terminal at the same outlet.
- (f) Update your record keeping system.

5.0 Record Keeping

Every move, addition and change at the Main Distribution Frame, the Telecom Closet and the Work Area must be recorded either manually or electronically for operational, administrative and maintenance reasons. Generally, the maintenance of the cabling system involves the following elements:

- (a) Termination hardware, connectors and Telecommunications Outlets.
- (b) Outside plant cables, riser cables, and horizontal distribution cables.
- (c) Computers, PABX, hubs (for Token Ring, Ethernet¹, Arcnet², etc., Local Area Networks), concentrators, multiplexers, phones and terminals/workstations; and also connectivity products such as baluns, line cords, outlets and patch cords.
- (d) Spaces where telecommunication equipment may be located.
- (e) Pathways for telecommunications media that link spaces together.
- (f) Personnel records: Name, telephone number, outlet number, room number, equipment identification, services, etc.

These elements of a network can

Users Guidelines

be managed either manually or through the use of management software. Elements of the network can also be managed electronically through the use of a personal computer (PC) and a cable management software package. This software, in addition to maintaining record keeping information, produces work orders, trouble reports, tracks circuits, and reports on the availability of cables, equipment and terminal hardware.

¹Ethernet is a registered trademark of Xerox Corporation.

²Arcnet is a registered trademark of Datapoint Corporation.

Users Guidelines

DEFINITIONS

BUILDING BACKBONE CABLE

A cable that connects the building main distribution frame to a floor distribution frame. Building backbone cables may also interconnect floor distribution frames in the same building.

BUILDING DISTRIBUTION FRAME

A main distribution frame in which the building backbone cable(s) terminate and at which connections to the campus backbone cable(s) may be made.

BUILDING ENTRANCE FACILITY

A facility that provides all necessary mechanical and electrical services, and complies with all relevant regulations, for the entry of telecommunications cables into a building.

CAMPUS

A premises consisting of one or more buildings.

CAMPUS BACKBONE CABLE

A cable that connects a campus distribution frame to a buildings distribution frame(s). Campus backbone cables may also connect to building distribution frames directly.

CAMPUS DISTRIBUTION FRAME

The main distribution frame from which the campus backbone cabling emanates.

CROSS-CONNECT

A facility enabling the termination of cable elements and their interconnection, primarily by means of patch cords or jumper wires.

EQUIPMENT ROOM

A room dedicated for housing distribution frames and application specific equipment.

HORIZONTAL CABLE

A cable connecting the floor distribution frame to the telecommunications outlet(s).

PUBLIC NETWORK INTERFACE

A point of demarcation between the public and a private network. In many cases the public network interface is the point of interconnection between the regulated network provider's services facilities and the customer premises cabling.

TELECOMMUNICATIONS CLOSET

An enclosed space for housing telecommunication equipment, cable termination's, and cross-connect cabling. The telecommunications closet is generally the cross-connection point between the backbone and horizontal cabling subsystems.

TELECOMMUNICATIONS OUTLET

A fixed connecting device where the horizontal cable terminates. The telecommunications outlet provides the connection point to the work area cabling.

WORK AREA

A building area where the occupants utilize telecommunications terminal equipment.

WORK AREA CABLE

A cable connecting the telecommunications outlet to the telecommunications terminal equipment.

Users Guidelines

ABBREVIATIONS AND SYMBOLS

The following abbreviations and symbols may be used in this guide:

| | | | |
|--------------|--|-------------|--|
| A | Ampere(s) | ft | Foot, feet |
| A RMS | Ampere(s) root mean square | Hz | Hertz |
| AC | Alternating current | I | Current |
| ANSI | American National Standards Institute | IEEE | Institute of Electrical and Electronic Engineers |
| AWG | American Wire Gauge | in. | Inch(es) |
| BICSI | Building Industry Consulting Service International | IR | Current and resistance |
| CCITT | International Telephone and Telegraph Consultative Committee | ISDN | Integrated Services Digital Network |
| °C | Degrees Celsius | °K | Degrees Kelvin |
| CSA | Canadian Standards Association | kbps | Kilobits per second |
| dB | Decibel(s) | kHz | KiloHertz |
| dB/ft | Decibels per foot | kΩ | Kiloohm(s) |
| dB/km | Decibels per kilometer | km | Kilometer(s) |
| DC | Direct current | LAN | Local Area Network |
| DS1 | Digital Signal Level 1 | LED | Light emitting diode |
| EIA | Electronic Industries Association | μm | Micrometer(s) or micron(s) |
| °F | Degrees Fahrenheit | m | Meter(s) |
| FDDI | Fiber Distributed Data Interface | mA | Milliampere(s) |
| | | MAU | Multistation Access Unit |
| | | Mbps | Megabits per second |
| | | Mhz | MegaHertz |

Users Guidelines

Mhz-km MegaHertz-kilometer(s)

mi Mile(s)

MIC media interface connector

msec Millisecond(s)

NEC National Electrical Code

nm Nanometer(s)

NO Normally open

NTSC National Television System
Committee

Ω Ohm(s)

PBX Private Branch Exchange

PC Personal computer

PMD Physical layer medium-
dependent

R Resistance

RGB Red-green-blue

RI Ring in

RMS Root mean square

RO Ring out

SC Fiber optic connector styles

sec Second(s)

sq Square

ST™ or ST Compatible

Fiber optic connector styles

TIA Telecommunications Industry
Association

TP-PMD Twisted-pair physical layer
medium-dependent

UL Underwriters Laboratories

UTP Unshielded twisted pair

V Volt(s)

VA Volt ampere(s)

VAC Volts AC

VDC Volts DC

V RMS Volts root mean square

W Watt(s)

WAN Wide Area Network

yd Yard(s)

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

| | | | | | | |
|--|---------------------------------------|--------------------------------------|----|-------------------------------------|-----|-------------------------------------|
| Name of Local Firm | BryComm, LLC | | | | | |
| Physical Address | 15302 Marsha Street, Austin, TX 78728 | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | <input checked="" type="radio"/> Yes | | | No | | |
| In business at this location for past 5 yrs? | Yes | | | <input checked="" type="radio"/> No | | |
| Location Type: | Headquarters | <input checked="" type="radio"/> Yes | No | Branch | Yes | <input checked="" type="radio"/> No |

SUBCONTRACTOR(S):

| | | | | | | |
|--|--|--------------------------------------|----|-------------------------------------|-----|-------------------------------------|
| Name of Local Firm | Ear Telecommunications | | | | | |
| Physical Address | 20325 Crooked Stick Dr. Pflugerville, TX 78660 | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | Yes | | | <input checked="" type="radio"/> No | | |
| In business at this location for past 5 yrs? | <input checked="" type="radio"/> Yes | | | No | | |
| Location Type: | Headquarters | <input checked="" type="radio"/> Yes | No | Branch | Yes | <input checked="" type="radio"/> No |

SUBCONTRACTOR(S):

| | | | | | | |
|--|---|--------------------------------------|----|--------|-----|-------------------------------------|
| Name of Local Firm | CR Electric & Supply, LLC | | | | | |
| Physical Address | 13800 Madrone Mountain Way. Austin, Texas 78737 | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | <input checked="" type="radio"/> Yes | | | No | | |
| In business at this location for past 5 yrs? | <input checked="" type="radio"/> Yes | | | No | | |
| Location Type: | Headquarters | <input checked="" type="radio"/> Yes | No | Branch | Yes | <input checked="" type="radio"/> No |

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Brymer Communication Services, LLC d/b/a BryComm



Signature, Authorized Representative of Offeror

Cory Brymer, General Manager

Title

04/29/2014

Date

END

Section 0700: Reference Sheet

Responding Company Name BryComm, LLC

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

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

1. Company's Name

Please see Tab 9 for References.

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

() Fax Number ()

Email Address

2. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

() Fax Number ()

Email Address

3. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

() Fax Number ()


Email Address

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. PAX0135

- 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"?

- ☒ Texas Resident Bidder - A Bidder whose principal 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.
- ☐ Non-resident Bidder

| | | | |
|--|---|-------|---|
| Bidder's Name: | <div style="border: 1px solid black; padding: 2px;">BryComm, LLC</div> | | |
| Signature of Officer or Authorized Representative: |  | Date: | <div style="border: 1px solid black; padding: 2px;">June 20, 2016</div> |
| Printed Name: | <div style="border: 1px solid black; padding: 2px;">Cory Brymer</div> | | |
| Title: | <div style="border: 1px solid black; padding: 2px;">President</div> | | |

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0135**

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

MBE/WBE COMPLIANCE PLAN

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

Section I — Project Identification and Goals

| | |
|----------------------------|--|
| Project Name | Cabling Infrastructure Maintenance and Repair Services |
| Solicitation Number | RFP 5600 PAX0135 |

| Project Goals or Subgoals | | |
|---------------------------|------|---|
| MBE | 3.47 | % |
| African American | | % |
| Hispanic | | % |
| Asian/Native American | | % |
| WBE | 1.73 | % |

Section II — Bidder Company Information

| | |
|--|--|
| Name of Company | BryComm, LLC |
| Vendor Code | VS0000036198 |
| Address | 15302 Marsha Street |
| City, State Zip | Austin Texas 78728 |
| Phone | 512-712-4008 |
| Fax & E-Mail | 512-712-4009 |
| Name of Contact Person | Cory Brymer |
| Is your company registered on Vendor Connection? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor ID #: VS0000036198 If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm |
| Is your company COA M/WBE certified? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE/WBE Joint Venture <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> |

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

Cory Brymer - President

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 2-9D.

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): \$ 350,000.00

| Goals: Proposed Participation | | |
|-------------------------------|--------------|-------|
| MBE | \$12,145.00 | 3.47% |
| WBE | \$6,055.00 | 1.73% |
| Non-Certified | \$331,800.00 | 94.8% |

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

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

Amount: \$ 331,800.00 Percentage: 94.8 %

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

Yes ☒ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ % Prime _____ % Non-Certified _____ %
 African-American _____ % Hispanic _____ % Native/Asian American _____ % WBE _____ %



Request for Proposal (RFP)
Solicitation # RFP 5600_PAX0135

Tab 4 - Purchasing Exceptions Forms

1. **RFP_5600_PAX0135_ATT_8_v1**
2. **Section 400 - SUPPLEMENTAL PURCHASE PROVISIONS**
3. **Section 500 - Scope of Work**



15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009



The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

1. 0300 STANDARD PURCHASE TERMS & CONDITIONS

☐ Not accepted as written. See below:

| Indicate: Page Number | Section Number | Section Description |
|--------------------------|----------------|---------------------|
| Alternate Language: | | |
| Justification: | | |

NOTE: Copies of this form may be utilized if additional pages are needed.



The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

2. 0400 SUPPLEMENTAL PURCHASE PROVISIONS

☐ Not accepted as written. See below:

NOTE: Copies of this form may be utilized if additional pages are needed.



The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

3. 0500 SCOPE OF WORK

☐ Not accepted as written. See below:

NOTE: Copies of this form may be utilized if additional pages are needed.

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

Note:

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

| | | | |
|-----------------------------------|---|------------------------------|-------------------------------|
| Name of MBE/WBE Certified Firm | EAR Telecommunications | | |
| City of Austin Certified | MBE <input checked="" type="checkbox"/> | WBE <input type="checkbox"/> | Gender/ Ethnicity: M-Hispanic |
| Vendor Code | VS0000030988 | | |
| Address/ City / State / Zip | 20325 Crooked Stick Dr. Pflugerville, TX 78660 | | |
| Contact Person & Phone # | Carlos Reyes - (512) 387-5866 | | |
| Fax & Email Address | Carlos.reyes@eartc.com | | |
| Amount of Subcontract | \$12,145.00 | %3.47 | |
| Commodity codes/describe services | 91579 / Telecommunication Services (Not Otherwise Classified) | | |

| | | | |
|-----------------------------------|---|---|--------------------------------|
| Name of MBE/WBE Certified Firm | CR Electric & Supply, LLC | | |
| City of Austin Certified | MBE <input type="checkbox"/> | WBE <input checked="" type="checkbox"/> | Gender/ Ethnicity: F-Caucasian |
| Vendor Code | V00000916584 | | |
| Address/ City / State / Zip | 13800 Madrone Mountain Way. Austin, Texas 78737 | | |
| Contact Person & Phone # | Shelley Nelson - (512) 517 - 6706 | | |
| Fax & Email Address | snelson@crelectricsupply.com | | |
| Amount of Subcontract | \$ 6,055.00 | %1.73 | |
| Commodity codes/describe services | 91579 / Telecommunication Services (Not Otherwise Classified) | | |

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

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

CONFIRMATION LETTER

June 16, 2016

Cory Brymer, RCDD
BryComm, LLC
15302 Marsha Street
Austin, TX 78728
Phone: 512/712-4008
Fax: 512/712-4009
E-Mail: cory.brymer@brycomm.com

Re: Solicitation # RFP 5600 PAX0135

Dear Cory:

This letter is to confirm that EAR Telecommunications, LLC is pleased to provide BryComm, LLC support for structured-cabling services and campus backbone structured cabling services for the above-referenced project.

We understand that we will be completing a minimum of 3.47% of the work on this project.

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

Sincerely,



Carlos Reyes
President and Owner

Please don't hesitate to contact us with any questions:

20325 Crooked Stick Dr.
Pflugerville, TX 78660
(512) 387-5866 or (512) 850-1490
Carlos.reyes@eartc.com
WWW.EARTC.com

*The City of Austin
Small & Minority Business Resources Department affirms that*

EAR Telecommunications, LLC.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

Minority-Owned Business Enterprise

by the City of Austin.



A handwritten signature in blue ink, appearing to read "Veronica Briseño Lara".

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: VS0000030988

EXPIRATION DATE:
02/12/2018

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.



The City of Austin
Small & Minority Business Resources Department affirms that

EAR Telecommunications, LLC.

is certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE program.

NAICS Code(s): 238290

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: VS0000030988

Certification is contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

CONFIRMATION LETTER

June 16, 2016

Cory Brymer, RCDD
BryComm, LLC
15302 Marsha Street
Austin, TX 78728
Phone: 512/712-4008
Fax: 512/712-4009
E-Mail: cory.brymer@brycomm.com

Re: Solicitation # RFP 5600 PAX0135

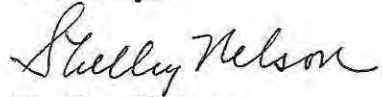
Dear Cory:

This letter is to confirm that CR Electric & Supply, LLC is pleased to provide BryComm, LLC support for structured-cabling services and campus backbone structured cabling services for the above-referenced project.

We understand that we will be completing a minimum of 1.73% of the work on this project.

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

Sincerely,



Shelley Nelson

Owner

CR Electric & Supply, LLC
13800 Madrone Mountain Way
Austin, Tx 78737
512-517-6706
snelson@crelectricsupply.com

*The City of Austin
Small & Minority Business Resources Department affirms that*

CR Electric & Supply LLC

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

Women-Owned Business Enterprise

by the City of Austin.



Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: **V00000916584**

EXPIRATION DATE:

06/09/2017

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.



Request for Proposal (RFP)
Solicitation # RFP 5600_PAX0135

Tab 2 – Authorized Negotiator



BRYCOMM, LLC
Well Connected.

15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009

Authorized Negotiator:

- *Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.*
- *A person(s) authorized to answer technical and price*

BryComm Response:

Primary:

Name: Cory Brymer, RCDD
Physical Address: 15302 Marsha St.
Austin, TX 78728
Mailing Address: P.O. Box 220
Pflugerville, TX 78691
Telephone Number: Office – 512/712-4008
Mobile – 512/689-1392
Fax – 512/712-4009

Secondary:

Name: Adam Smith
Address Physical: 15302 Marsha St.
Austin, TX 78728
Mailing Address: P.O. Box 220
Pflugerville, TX 78691
Telephone Number: Office – 512/712-4008
Mobile – 512/992-6056
Fax – 512/712-4009



**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

1. PAYMENT

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers assigned to perform work under a City Contract that contains the Prevailing Wage provision shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to the City rates and classification proposed for use, for approval, **prior** to performance of the work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics performing work for this Contract shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of work being performed. When work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, Contractor shall pay wage rates to mechanics or laborers performing work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of work being performed without regards to skill. Salaried specialists (contract superintendent and administrative personnel only) in the permanent employment of Contractor do not fall under any Wage Classification. Wage rates shall be posted by Contractor in easily accessible and conspicuous places, where it can be seen by all workers. The following shall also be posted by the Contractor alongside prevailing wage rates: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish) Link to posters below:

https://assets.austintexas.gov/purchase/prevailing_wage_posters.pdf

C. Overtime Requirements

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. APPRENTICES

Locally & Federally Funded Contracts

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to Contractor as stated in the registered Apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for work employee actually performed. Contractor, Subcontractor, or Sub-subcontractor shall furnish to the City written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

3. WITHHOLDING OF PAYMENTS

The City may withhold or cause to be withheld from Contractor as much of the accrued payments as necessary to pay laborers and mechanics employed by Contractor, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the work of this Contract, the City may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advance of funds to Contractor until such violations have ceased and until restitution has been made. Payments may also be withheld if Contractor fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of the City.

4. PAYROLLS

A. Contractor shall keep records showing:

1. Name, address and occupation of each worker employed by the Contractor or Subcontractor(s) in the construction of the public work.
2. Actual per diem wages paid to each worker.
3. Employee Certification. Contractor and all levels of Subcontractors, shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Heavy and Highway Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
4. Payroll Deduction Authorization Form. Contractor, Subcontractor, and Sub-subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the City as requested. Contractor will be responsible to provide copies of records as requested by the City within two (2) working days. Payrolls relating to this work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by Contractor for all laborers and mechanics working on the work.

C. Statement of Compliance

A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by Contractor or subcontractor shall accompany payrolls required by the City. The Statement of Compliance letter shall identify but is not limited to:

1. Name of signatory party and title.
2. Name of Contract, payroll period.
3. Name of Contractor or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

D. Federal Funding

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the City's designated office no later than seven (7) calendar days after the scheduled payday.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

2. Contractors and all levels of Subcontractors shall pay all “mechanics and laborers” not less often than once per week, for work performed the previous week.
3. Submit to the City’s designated office [Standard Form 1413](#), Statement and Acknowledgement, from each Subcontractor prior to the Subcontractor performing work on the Contract.

5. COMPLAINTS AND PENALTIES

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the Contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the Contractor under the Contract. A Contractor or Subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the Contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter. Confirmed disciplinary action taken by Contractor against employees who provide information during an interview or investigation by the City on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

- A. Heavy and Highway Construction Rates shall be used on this Contract, unless the Contract consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be “habitable” to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project’s classification.
 2. The determination of Building Construction wage rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For contracts that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway Contract cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Contract cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those contracts that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, any and all documents submitted to the City become public records and are, therefore, subject to public disclosure.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

Wage Rates For This Contract Are Attached

End

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

1. PAYMENT

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers assigned to perform work under a City Contract that contains the Prevailing Wage provision shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to the City rates and classification proposed for use, for approval, **prior** to performance of the work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics performing work for this Contract shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of work being performed. When work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, Contractor shall pay wage rates to mechanics or laborers performing work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of work being performed without regards to skill. Salaried specialists (contract superintendent and administrative personnel only) in the permanent employment of Contractor do not fall under any Wage Classification. Wage rates shall be posted by Contractor in easily accessible and conspicuous places, where it can be seen by all workers. The following shall also be posted by the Contractor alongside prevailing wage rates: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish) Link to posters below:

https://assets.austintexas.gov/purchase/prevailing_wage_posters.pdf

C. Overtime Requirements

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. APPRENTICES

Locally & Federally Funded Contracts

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to Contractor as stated in the registered Apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for work employee actually performed. Contractor, Subcontractor, or Sub-subcontractor shall furnish to the City written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

3. WITHHOLDING OF PAYMENTS

The City may withhold or cause to be withheld from Contractor as much of the accrued payments as necessary to pay laborers and mechanics employed by Contractor, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the work of this Contract, the City may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advance of funds to Contractor until such violations have ceased and until restitution has been made. Payments may also be withheld if Contractor fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of the City.

4. PAYROLLS

A. Contractor shall keep records showing:

1. Name, address and occupation of each worker employed by the Contractor or Subcontractor(s) in the construction of the public work.
2. Actual per diem wages paid to each worker.
3. Employee Certification. Contractor and all levels of Subcontractors, shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Heavy and Highway Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
4. Payroll Deduction Authorization Form. Contractor, Subcontractor, and Sub-subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the City as requested. Contractor will be responsible to provide copies of records as requested by the City within two (2) working days. Payrolls relating to this work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by Contractor for all laborers and mechanics working on the work.

C. Statement of Compliance

A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by Contractor or subcontractor shall accompany payrolls required by the City. The Statement of Compliance letter shall identify but is not limited to:

1. Name of signatory party and title.
2. Name of Contract, payroll period.
3. Name of Contractor or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

D. Federal Funding

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the City's designated office no later than seven (7) calendar days after the scheduled payday.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

2. Contractors and all levels of Subcontractors shall pay all “mechanics and laborers” not less often than once per week, for work performed the previous week.
3. Submit to the City’s designated office [Standard Form 1413](#), Statement and Acknowledgement, from each Subcontractor prior to the Subcontractor performing work on the Contract.

5. COMPLAINTS AND PENALTIES

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the Contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the Contractor under the Contract. A Contractor or Subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the Contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter. Confirmed disciplinary action taken by Contractor against employees who provide information during an interview or investigation by the City on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

- A. Heavy and Highway Construction Rates shall be used on this Contract, unless the Contract consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be “habitable” to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project’s classification.
 2. The determination of Building Construction wage rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For contracts that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway Contract cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Contract cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those contracts that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, any and all documents submitted to the City become public records and are, therefore, subject to public disclosure.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

Wage Rates For This Contract Are Attached

End



Equal Employment Opportunity is **THE LAW**

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

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

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

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

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

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

Telephone: (512) 974-3251

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



La Igualdad de Oportunidades de Empleo **es**

LA LEY

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

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

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

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

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

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

Teléfono: (512) 974-3251

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



CITY OF AUSTIN CONTACT FOR WAGE QUESTIONS

Please direct any wage disputes or questions to:

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

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

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

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

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

cmdwagecompliance@austintexas.gov

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



CONTACTO DE LA CIUDAD DE AUSTIN PARA PREGUNTAS SOBRE EL SALARIO

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

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

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

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

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

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

cmdwagecompliance@austintexas.gov

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

WAGE RATES AND PAYROLL REPORTING

Section 00830HH

WAGE RATE DETERMINATION

HEAVY AND HIGHWAY CONSTRUCTION

COUNTY NAME: TRAVIS

Wages based on DOL General Decision:TX160016 1/8/2016 TX16 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance, and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.

| CLASSIFICATION | DOL RATE for info only | ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance | TOTAL MINIMUM WAGE RATE REQUIRED |
|--|------------------------------|--|--|
| Agricultural Tractor Operator | \$ 12.69 | \$ 13.03 | \$ 13.03 |
| Asphalt Distributor Operator | \$ 15.55 | \$ 15.55 | \$ 15.55 |
| Asphalt Paving Machine Operator | \$ 14.36 | \$ 14.36 | \$ 14.36 |
| Asphalt Raker | \$ 12.12 | \$ 13.03 | \$ 13.03 |
| Boom Truck Operator | \$ 18.36 | \$ 18.36 | \$ 18.36 |
| Broom or Sweeper Operator | \$ 11.04 | \$ 13.03 | \$ 13.03 |
| Cement Mason/Concrete Finisher | \$ 12.56 | \$ 13.03 | \$ 13.03 |
| Concrete Pavement Finishing Machine Operator | \$ 15.48 | \$ 15.48 | \$ 15.48 |
| Crane, Hydraulic, 80 tons or less | \$ 18.36 | \$ 18.36 | \$ 18.36 |
| Crane, Lattice Boom, 80 tons or less | \$ 15.87 | \$ 15.87 | \$ 15.87 |
| Crane, Lattice Boom, over 80 tons | \$ 19.38 | \$ 19.38 | \$ 19.38 |
| Crawler Tractor | \$ 15.67 | \$ 15.67 | \$ 15.67 |
| Directional Drilling Locator | \$ 11.67 | \$ 13.03 | \$ 13.03 |
| Directional Drilling Operator | \$ 17.24 | \$ 17.24 | \$ 17.24 |
| Electrician | \$ 26.35 | \$ 26.35 | \$ 26.35 |
| Excavator 50,000 lbs. or less | \$ 12.88 | \$ 13.03 | \$ 13.03 |
| Excavator, over 50,000 lbs. | \$ 17.71 | \$ 17.71 | \$ 17.71 |
| Flagger | \$ 10.15 | \$ 13.03 | \$ 13.03 |
| Form Builder/Form Setter - Paving & Curb | \$ 12.94 | \$ 13.03 | \$ 13.03 |
| Form Builder/Form Setter - Structures | \$ 12.87 | \$ 13.03 | \$ 13.03 |
| Foundation Drill Operator, Truck Mounted | \$ 16.93 | \$ 16.93 | \$ 16.93 |
| Front End Loader Operator, 3CY or less | \$ 13.04 | \$ 13.04 | \$ 13.04 |
| Front End Loader, over 3CY | \$ 13.21 | \$ 13.21 | \$ 13.21 |
| Laborer, Common | \$ 10.50 | \$ 13.03 | \$ 13.03 |
| Laborer, Utility | \$ 12.27 | \$ 13.03 | \$ 13.03 |
| Loader/Backhoe Operator | \$ 14.12 | \$ 14.12 | \$ 14.12 |
| Mechanic | \$ 17.10 | \$ 17.10 | \$ 17.10 |
| Milling Machine | \$ 14.18 | \$ 14.18 | \$ 14.18 |
| Motor Grader Operator - Fine Grade | \$ 18.51 | \$ 18.51 | \$ 18.51 |
| Motor Grader Operator, Rough | \$ 14.63 | \$ 14.63 | \$ 14.63 |

| | | | |
|--|----------|----------|----------|
| Painter - Structures | \$ 18.34 | \$ 18.34 | \$ 18.34 |
| Pavement Marking Machine Operator | \$ 19.17 | \$ 19.17 | \$ 19.17 |
| Pipelayer | \$ 12.79 | \$ 13.03 | \$ 13.03 |
| Reclaimer/Pulverizer | \$ 12.88 | \$ 13.03 | \$ 13.03 |
| Reinforcing Steel Setter | \$ 14.00 | \$ 14.00 | \$ 14.00 |
| Roller Operator, Asphalt | \$ 12.78 | \$ 13.03 | \$ 13.03 |
| Roller Operator, Other | \$ 10.50 | \$ 13.03 | \$ 13.03 |
| Scraper Operator | \$ 12.27 | \$ 13.03 | \$ 13.03 |
| Servicer | \$ 14.51 | \$ 14.51 | \$ 14.51 |
| Spreader Box Operator | \$ 14.04 | \$ 14.04 | \$ 14.04 |
| Structural Steel Worker | \$ 19.29 | \$ 19.29 | \$ 19.29 |
| Traffic Signal Installer/Light Pole Worker | \$ 16.00 | \$ 16.00 | \$ 16.00 |
| Trenching Machine Operator, Heavy | \$ 18.48 | \$ 18.48 | \$ 18.48 |
| Truck Drick Tandem Axle Semi-Trailer | \$ 12.81 | \$ 13.03 | \$ 13.03 |
| Truck Driver, Lowboy/Float | \$ 15.66 | \$ 15.66 | \$ 15.66 |
| Truck Driver, Single Axle | \$ 11.79 | \$ 13.03 | \$ 13.03 |
| Truck Driver, Off Road Hauler | \$ 11.88 | \$ 13.03 | \$ 13.03 |
| Truck Driver, Single or Tandem Axle Dump Truck | \$ 11.68 | \$ 13.03 | \$ 13.03 |
| Welder | \$ 15.97 | \$ 15.97 | \$ 15.97 |
| Work Zone Barricade Servicer | \$ 11.85 | \$ 13.03 | \$ 13.03 |

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

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160016 or other sources.

1. Additional Trade information:

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

2. Wages

The Total Minimum Wage Rate may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime must be used in computing overtime pay.wages must be calculated using the Total Minimum Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 2016324-015 requires that construction workers are paid a minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

3. Proper Designation of Trade

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

4. Split Classification

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

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

=====

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

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

----- WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

WAGE RATES AND PAYROLL REPORTING

Section 00830BC

WAGE RATE DETERMINATION**BUILDING CONSTRUCTION TYPE**

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 3/18/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.

| CLASSIFICATION | DOL RATE for info only | ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance | DOL FRINGES | TOTAL MINIMUM WAGE RATE REQUIRED |
|--|---------------------------------|---|----------------|---|
| Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation) | \$ 21.17 | \$ 21.17 | \$ 8.77 | \$ 29.94 |
| Boilermaker | \$ 23.14 | \$ 23.14 | \$ 21.55 | \$ 44.69 |
| Bricklayer | \$ 20.07 | \$ 20.07 | \$ - | \$ 20.07 |
| Carpenter | \$ 20.75 | \$ 20.75 | \$ 7.30 | \$ 28.05 |
| Carpenter (Acoustical Ceiling Installation only) | \$ 14.00 | \$ 14.00 | \$ - | \$ 14.00 |
| Carpenter (Form Work Only) | \$ 15.62 | \$ 15.62 | \$ 0.05 | \$ 15.67 |
| Cement Mason/Concrete Finisher | \$ 15.71 | \$ 15.71 | \$ - | \$ 15.71 |
| Drywall Finisher/Taper | \$ 17.06 | \$ 17.06 | \$ 4.43 | \$ 21.49 |
| Drywall Hanger and Metal Stud Installer | \$ 17.47 | \$ 17.47 | \$ 3.45 | \$ 20.92 |
| Electrical Installer (Sound and Communication Systems, Excluding Wiring) | \$ 18.00 | \$ 18.00 | \$ 2.30 | \$ 20.30 |
| Electrician (Excludes Installation of Sound and Communication Systems) | \$ 27.15 | \$ 27.15 | \$ 7.88 | \$ 35.03 |
| Elevator Mechanic <5 years experience | \$ 37.76 | \$ 37.76 | \$ 32.25 | \$ 70.01 |
| Elevator Mechanic >5 years experience | \$ 37.76 | \$ 37.76 | \$ 33.01 | \$ 70.77 |
| Floor Layer (Carpet) | \$ 21.88 | \$ 21.88 | \$ - | \$ 21.88 |
| Glazier | \$ 12.83 | \$ 13.03 | \$ - | \$ 13.03 |
| HVAC Mechanic (HVAC Unit Installation Only) | \$ 23.78 | \$ 23.78 | \$ 6.89 | \$ 30.67 |
| Ironworker, Ornamental | \$ 23.02 | \$ 23.02 | \$ 6.35 | \$ 29.37 |
| Ironworker, Reinforcing | \$ 12.27 | \$ 13.03 | \$ - | \$ 13.03 |
| Ironworker, Structural | \$ 20.73 | \$ 20.73 | \$ 5.24 | \$ 25.97 |
| *Lead Paint or Asbestos Abatement Worker | * | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Common or General | \$ 11.44 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Mason Tender - Brick | \$ 12.22 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Mason Tender - Cement/Concrete | \$ 11.85 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Pipelayer | \$ 12.45 | \$ 13.03 | \$ - | \$ 13.03 |
| Laborer, Roof Tearoff | \$ 11.28 | \$ 13.03 | \$ - | \$ 13.03 |

| | | | | |
|---|----------|----------|----------|----------|
| Operator, Backhoe/Excavator/Trackhoe | \$ 19.43 | \$ 19.43 | \$ 3.49 | \$ 22.92 |
| Operator, Bobcat/Skid Steer/Skid Loader | \$ 13.00 | \$ 13.03 | \$ - | \$ 13.03 |
| Operator, Bulldozer | \$ 14.00 | \$ 14.00 | \$ - | \$ 14.00 |
| Operator, Crane | \$ 34.85 | \$ 34.85 | \$ 9.85 | \$ 44.70 |
| Operator, Drill | \$ 14.50 | \$ 14.50 | \$ - | \$ 14.50 |
| Operator, Forklift | \$ 16.64 | \$ 16.64 | \$ 6.26 | \$ 22.90 |
| Operator, Grader/Blade | \$ 19.30 | \$ 19.30 | \$ - | \$ 19.30 |
| Operator, Loader | \$ 14.00 | \$ 14.00 | \$ - | \$ 14.00 |
| Operator, Mechanic | \$ 18.75 | \$ 18.75 | \$ 5.12 | \$ 23.87 |
| Operator, Paver (Asphalt, Aggregate, and Concrete) | \$ 16.03 | \$ 16.03 | \$ - | \$ 16.03 |
| Operator, Roller | \$ 11.25 | \$ 13.03 | \$ - | \$ 13.03 |
| Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping) | \$ 18.76 | \$ 18.76 | \$ 6.35 | \$ 25.11 |
| Pipefitter (Including HVAC Pipe Installation) | \$ 28.00 | \$ 28.00 | \$ 11.41 | \$ 39.41 |
| Plumber, Excludes HVAC Pipe Installation | \$ 23.57 | \$ 23.57 | \$ 6.37 | \$ 29.94 |
| Roofer | \$ 12.00 | \$ 13.03 | \$ - | \$ 13.03 |
| *Roofer, Metal | \$ 14.05 | \$ 14.05 | \$ - | \$ 14.05 |
| Sheet Metal Worker (Including HVAC Duct Installation) | \$ 24.38 | \$ 24.38 | \$ 13.74 | \$ 38.12 |
| Sprinkler Fitter (Fire Sprinklers) | \$ 27.43 | \$ 27.43 | \$ 22.52 | \$ 49.95 |
| Tile Finisher | \$ 11.32 | \$ 13.03 | \$ - | \$ 13.03 |
| Tile Setter | \$ 16.35 | \$ 16.35 | \$ - | \$ 16.35 |
| Truck Driver, Dump Truck | \$ 12.39 | \$ 13.03 | \$ 1.18 | \$ 14.21 |
| Truck Driver, Flatbed Truck | \$ 19.65 | \$ 19.65 | \$ 8.57 | \$ 28.22 |
| Truck Driver, Semi-Trailer Truck | \$ 12.50 | \$ 13.03 | \$ - | \$ 13.03 |
| Truck Driver, Water Truck | \$ 12.00 | \$ 13.03 | \$ 4.11 | \$ 17.14 |
| Waterproofing | \$ 16.30 | \$ 16.30 | \$ 0.06 | \$ 16.36 |

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

See below for Additional Wage Information.

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

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade information:

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

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

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

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

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

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

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

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

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

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

4. Annualization of Benefit Costs

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

5. Proper Designation of Trade

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

6. Split Classification

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

=====

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

=====

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

=====

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

=====

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====



Request for Proposal (RFP)
Solicitation # RFP 5600_PAX0135

Tab 5 – Business Organization



15302 Marsha St.
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009

TAB 5 - BUSINESS ORGANIZATION: Proposer should include the following

A. Provide your legal firm name, headquarters address, local office addresses if any, and state of incorporation.

BryComm Response to A:

Legal Full Name: Brymer Communication Services, LLC
Company Structure: Limited Liability Company
DBA: BryComm
Parent Company: N/A, BryComm is not a subsidiary.
Date of Formation: July 21, 2008
State of Formation: Texas
File Number: 0801006369
Employer ID Number: [REDACTED]
Taxpayer Number: [REDACTED]

Primary Office Address: 15302 Marsha St.
Austin, TX 78728
Phone: 512/712-4008
Fax: 512/712-4009

Mailing Address: P.O. Box 220
Pflugerville, TX 78691

B. List the principal officers of the company including name, title, and tenure

BryComm Response to B:

Full Name: Cory Brymer – President (Sole owner)

Continued on page 3

Continued from page 2

C. Confirm that your firm is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.

BryComm Response to C:

BryComm confirms it meets all requirements and is authorized to perform business in the state of Texas.

D. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.

BryComm Response to D:

No bankruptcies have been filed.

E. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

BryComm Response to E:

N/A

Continued on page 4

Continued from page 3

F. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

BryComm Response to F:

N/A BryComm has had no criminal proceedings or hearings.

G. Has your firm ever failed to complete any work awarded to you? If so, where and why?

BryComm Response to G:

BryComm has not ever failed to complete any project awarded.

H. Has your firm ever been terminated from a contract? If so, where and why?

BryComm Response to H:

BryComm has not.

I. Has your business ever done business using another corporation/company name?

BryComm Response to I:

Brymer Communications, LLC.



Request for Proposal (RFP)
Solicitation # RFP 5600_PAX0135

Tab 6 – Project Concept and Solution



BRYCOMM, LLC

Well Connected.

15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009

Project Concept and Solution:

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

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

BryComm Response:

After careful review, it is our understanding that section 0500 requires a number of things from the successful vendor. First is the business goal of multi-year price agreement which can be used by all City Departments to procure communication cabling services or any other services offered herein. This is why we have developed a comprehensive price list which includes all facets of ISP (inside plant) and OSP (outside plant) structured cabling, termination & splicing, as well as an hourly rate for special services which might be needed. Discounted pricing on materials and labor will be available on large projects as noted on the proposals. Further, we will be performing all of the work needed with the help of a sub-contractor who is MBE (EAR Communications) certified. This partner not only supports the city's goal of promoting economic development in Austin but will also provide key expertise to fulfilling several scopes of work within this contract.

BryComm understands the business goals listed and our response will show our commitment to meet these goals. Our pricing will indicate our competitiveness to give the City of Austin and its constituents the best performance for price. We promise to negotiate long-term agreements with manufacturers and distributors to keep this competitive pricing on materials in place for the duration of the contract; additionally BryComm will maintain its competitive labor rates for the same duration. We also will only employ personnel for this contract who are of the highest quality to satisfy and exceed the technical specifications of the City. Our response includes partnerships with minority-owned and women-owned companies in an effort to meet the goals of this RFP as well as support the economic development of the City and its vendors.

BryComm understands the importance of creating a work environment where the employees feel like they are part of the long term plans for the company. BryComm strives in making sure only the highest quality personnel are hired and work to make sure those same employees never have a reason to want to leave the company. By doing so, BryComm can maintain the highest level of quality and keep consistency within our workforce internally and externally. This creates a steady and reliable delivery of service to the customer by the same core team year after year. It's hard to quantify, but government entities and large organizations such as **City of Austin can greatly minimize internal costs** as they continue to do business with a vendor who understands their processes and procedures and doesn't require extensive instruction to become familiar with their organization. The team at BryComm has served the City of Austin for over a combined 30 years, through different companies and different contracts, and knows and understands all the current processes and procedures to minimize necessity for any instruction, so that those internal resources at the County can be reallocated.

In addition, BryComm and its management team has developed very strong relationships with the manufacturer and distribution channels in this area to always negotiate the best price and maintain that price for end users such as the City of Austin. This allows an entity such as the City of Austin to better forecast internal costs and not have to worry about constant price fluctuations in the products and services a vendor will provide.

BryComm employs a management and technical team that has over 30 combined years of prior experience and past relationship with the City of Austin CTM department. From upper management to the technicians getting the work done in the field, each team member has their own level of expertise and familiarity with City of Austin that has always served in the best interest of The City.

The General Manager of BryComm, Cory Brymer, was originally a project manager at another company for the City of Austin and served that role for 3+ years, before moving into an upper management position for another 3+ years. Duties included overseeing contractual requirements, maintaining the highest quality of customer service and communication and overseeing all aspects of the business relationship to preserve its integrity.

Buz Brymer, a current Senior Project Manager has worked with the City of Austin at two previous companies as well as with BryComm, with a combined 10+ years' experience working on City projects. Buz intimately understands the expectations when working on City projects and creates a project management structure allowing the other project managers and technicians to meet and exceed those expectations.

Kyle Gehrer, a current BryComm Project Manager has also served City of Austin in the past for another company overseeing all duties to meet The City's needs as they arise, specifically as it relates to its fiber optic network. Duties included meeting with The City's technical team as required to address any technology needs and concerns, help devise a solution and oversee the technicians to make sure the solution was executed properly.

Shaun Holmes, another current BryComm Project Manager has extensive experience working with the City of Austin. Shaun has been in and out of almost every City building and understands

its needs in a “hands on” aspect. The knowledge Shaun possesses makes the execution of any project a seamless, streamlined process for all involved due to his expertise and knowledge of The City’s processes, standards, specifications and most importantly the expectations.

Together, this current core team at BryComm can and will continue to satisfy all needs the City of Austin would ever require.



Request for Proposal (RFP)
Solicitation # RFP 5600_PAX0135

Tab 7 –Program



15302 Marsha St.
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009

A. A description of your process for reviewing, estimating, and quoting each task assignment:

BryComm Response:

The process would include receiving the quote request, reviewing the request, performing a walk-thru as necessary with the appropriate personnel from the City and/or the sub-contractors, preparing and sending the proposal. As part of this process, BryComm recognizes the need to be timely during this process. Therefore, from the initial request to the delivery of the proposal, no time will be wasted. A walk-thru will only take place **once**, as our personnel are trained to gather all information the first time. We will house templates for quoting which will decrease the time needed to prepare estimates. Depending on the type of quote, a BOM may need to be generated and sent to a distribution partner for pricing & availability; our relationships with distribution will enhance this process for speed and accuracy. Finally, due to our management structure, a proposal can be delivered almost immediately after initial preparation due to adequate levels of authority; our project managers have all necessary authority to send proposals which they prepare without waiting for upper management approval.

Our promise as part of this contract would be a service level agreement as proposed:

| <u>Job/Work Order Type</u> | <u>Quote Response Time</u> |
|-----------------------------------|-----------------------------------|
| Unit Pricing (< \$10k) | 1 business day |
| Unit Pricing (> \$10k) | 2 business days |
| Time & Materials (< \$25k) | 2 business days |
| Time & Materials (> \$25k) | 4 business days |

Continued on page 3

Continued from page 2

B. A description of how you intend to track and manage task assignments

BryComm Response:

BryComm will use a Microsoft excel based template to track and manage every work request (Tab 11; Attachment #01 “*COA Work Order Tracking Sheet*”). This document will constantly be updated by BryComm with every change as it happens. BryComm will load this tracking sheet to a shared location (Google Drive, Microsoft SkyDrive, etc.) where anyone with authorized access and view, edit & save as necessary; pending on the needs of each user and the rights granted. Although this document will be created and uploaded by BryComm; it will be the property of the City of Austin and the City can allow access however it decides. This document will also be reviewed by the entire BryComm project management team at a minimum of once a week for accuracy.

C. A description of the typical documentation you intend to provide for each task assignment received.

BryComm Response:

As previously mentioned, the work order status sheet (Tab #1: Attachment #1 “*COA Work Order Tracking Sheet*”) will track the status of each individual work order on a single spreadsheet. However, it is the intent to keep all documentation for each work-order as organized and compressed as possible; without sacrificing usability and detail. Being as much, we suggest keeping one excel file with the initial quotation; any changes will result in a new tab being created in the same file with a revision number referencing the date of the revision. This will allow all quotes to be tracked as well as changes from version to version, all in the same file.

Continued on page 4

Continued from page 3

We will also keep an electronic folder which will contain this file along with other pertinent files such as email correspondence, test results, walk-thru & construction pictures, warranty submission and certificate information, City PO, BryComm invoice, etc. We will either send this info via email to the City after the successful completion of each work order, or we can provide a City customer portal on our website to login, via provided credentials, and download the documentation. We can do either or both, whichever method the City chooses.

D. Your plan for accomplishing work described in the Scope of Work, Section 0500, part 7 Scope of Work

BryComm Response:

BryComm, by means of this proposal to the RFP, fully accepts and agrees to comply with all terms included within this Request for Proposal

E. Your response to the service level agreement included in the Scope of Work, section 0500, part 10, Service Level Agreement.

BryComm Response:

BryComm, by means of this proposal to the RFP, fully accepts and agrees to comply with all applicable rules and regulations of Federal, State and Local governing entities.

BryComm, by means of this proposal to the RFP, fully accepts and agrees to comply with all terms included within this Request for Proposal.

Continued on page 5

Continued from page 4

F. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

BryComm Response:

BryComm, by means of this proposal to the RFP, fully accepts and agrees to comply with all applicable rules and regulations of Federal, State and Local governing entities.

BryComm, by means of this proposal to the RFP, fully accepts and agrees to comply with all terms included within this Request for Proposal.



Request for Proposal (RFP)
Solicitation # RFP 5600_PAX0135

**Tab 8 – Project Management Structure and
Approach**



BRYCOMM, LLC
Well Connected.

15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009

Project Management Structure and Approach: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Identify dispatch location and location of support personnel. Explain approach to managing and assigning resources to support the contract.

BryComm Response:

There will be a primary project manager assigned to this contract to create consistency and uniformity for all communications and process transactions with the City. The assigned BryComm Project Manager will be responsible for all aspects of work as it relates to this contract; work states, administration, close-out documents, billing, scheduling, etc. The project manager will receive all work order requests from the City and manage them respectively, whether the work order is performed with BryComm personnel or sub-contractor personnel, the management will be handled by the primary BryComm PM. BryComm will create a distribution email for the City to use for all requests and correspondence (eg. COA_CTM@brycomm.com). We can add and subtract internal personnel and subcontractor personnel to this list so the City can rest assured their requests will be seen by multiple eyes in case the primary PM is temporarily unavailable. Moreover, this should make it easier on City personnel to use this contract as opposed to remembering several different emails, titles, etc.

Additionally, there will be a single POC assigned from each sub-contractor to maintain the same level of uniformity. Although, the BryComm PM will still be the City's primary POC for the contract, having a designated POC for each sub will improve contract performance. Before the contract begins, BryComm will create a distribution list with all names, titles and contact information for all personnel involved for reference purposes.

Secondly, to keep the communications constant and current, and alleviate any failed expectations, BryComm would be willing to meet monthly, semi-



monthly or even weekly with the City to make sure things are working smoothly and discuss any issues or possible areas of improvement. We understand that contract performance is a process, and like any process it can be constantly refined and tweaked to optimize performance. We want to make sure the process BryComm utilizes with the City to perform this contract are streamlined to the fullest potential.

Please see Tab 9 for additional information such as:

1. BryComm Organizational Chart (entire company).
2. BryComm ABIA MAC Support Team - Flow Chart.
3. Key Personnel.

Continued on the next page



Continued from the previous page

Project Management Chart Outline

1. City makes contact with Contractor, via single point-of-contact, for 'Request for Estimate' by phone or email.
 - a. City provides additional data with initial request if available (work print, scope of work, site description).
2. Contractor requests additional information or site walk-thru (or both) in order to gather all information needed to prepare estimate.
 - a. If scope of work requires authorized sub-contractor; contractor will make contact with sub-contractor and request them to join the process (email conversations, walk-throughs, etc).
 - b. If walk-through occurs and further information is requested; City will gather additional requested information and send to contractor.
3. Contractor will prepare estimate based on contracted pricing set forth in contract and send to The City.
 - a. If any plans change before work is approved, repeat steps 1 & 2 as necessary.
4. The City authorizes work for contractor by means of a purchase order based on estimate.
5. Contractor will prepare material order if necessary and begin scheduling work.
 - a. Material lead times can affect the proposed schedule
6. Confirm schedule with The City so The City can confirm with necessary departments internally as needed.
7. Work begins as scheduled and completed as scheduled.
 - a. Any issues that arise during the work which are not part of the original scope of work or schedule will be brought to The City's attention immediately.
 - b. If scope changes are required, contractor will seek guidance from The City on whether to continue or wait for a change order for the work.
8. Work is completed and contractor will notify The City when the work is complete.
9. Provide close-out documentation to The City.
 - a. Prepare as-builts if necessary and send to The City.
 - b. Compile test results and reports and send to The City.
 - c. File and secure manufacturer's warranty on behalf of The City.
 - d. Send invoice to the City referencing PO per City procedures.
10. Contractor will file all documentation electronically and physically for future reference.





Tab 9. Prior Experience, References and Personnel

1. BryComm Key Personnel & Experience
2. BryComm Core Team Project References
3. ABIA MAC Support Team - Flow Chart
4. BryComm Org Chart



BRYCOMM, LLC

Well Connected.

15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009



Cory Brymer, RCDD, President (time as required)

- Industry Experience: 18 years (1998-Present)
- Heavily experienced in managing large service & maintenance contracts.
- Responsible for overseeing company staff of 60+ employees; including 10+ project managers, 5 estimators, 15 job foreman and 30 technicians
- Experienced in optical fiber fielding, designing, construction and maintenance.
- BICSI Registered Communication Distribution Designer (RCDD), Corning Certified Designer, Commscope/Systimax/Uniprise D&E and I&M certified.

Shaun Holmes, Project Manager (Fulltime)

- Industry Experience: 16 years (2000-Present)
- ABIA MAC Experience.
- 16 years in broadband, voice/data, fiber optic, security, A/V cabling
- Heavy experience in maintenance and service contracts
- Skilled project manager with extensive experience coordinating and interfacing with multiple trades.
- BICSI Installer 2, Commscope/Systimax/Uniprise I&M, Panduit, Leviton TE Connectivity Certified

Kyle Gehrler, SR Project Manager (backup)

- Industry Experience: 23 years (1993-Present)
- Heavy experience working on active fiber optic networks (T1, DS3, OC3, OC12, OC48 and Ethernet circuits)
- Experience with installation and maintenance of SONET ADM, CWDM & DWDM fiber optic networks.
- Experience with fiber optic splicing, terminating, testing, maintenance and troubleshooting
- Certified courses in Adit, FLM ADM, FLASH, FLASHWAVE DWDM, Corning splicing, terminating, testing/troubleshooting.



Adam Smith, Estimating Manager (time as required)

- Industry Experience: 18 years (1998-Present)
- 8+ years experience bidding & estimating.
- 18 years in broadband, voice/data, fiber optic, security, A/V cabling
- Skilled project manager with extensive experience coordinating and interfacing with multiple trades.
- Experience with fiber optic splicing, terminating, testing, maintenance and troubleshooting

William Marroquin, ISP Lead Technician

- Industry Experience: 9 years (2007-Present)
- Experience installing and servicing voice/data, CATV, Access Control, Security Surveillance systems.
- Experience terminating and testing, RG6, Cat5E, Cat6, 25/50/100 multi-pair copper
- Experience as a ground hand for OSP crew; running the bucket, gaffing poles, make-ready and pole transferring

Jose Zamora, ISP Lead Technician

- Industry Experience: 11 years (2005-Present)
- Extensive experience in fiber optic splicing, terminating, testing, maintenance and troubleshooting
- Managed several fiber optic teams and trained 20+ personnel in fiber optic standards
- Corning Certified, Panduit Certified, Leviton Certified

50+ field technicians



BryComm ‘Core Team’ References

(Prior to BryComm)

Greater Austin Area Telecommunications Network (GAATN) – Maintenance

Owner: GAATN
Project Location: Greater Austin Metropolitan Area
Contract Amount: \$1M - \$2M annually
Project Start Date: January 1, 2008
Completion Date: April 30, 2011
Project Start Cost: \$300,000/yr
Completion Cost: \$1M - \$2M annually
Description: Maintenance, Repair, and Emergency Services of Existing Fiber Optic Network.
Contact: Frank Ammons
Communications & Technology Mgmt. GAATN
1124 South IH-35, Suite 300, Austin, TX 78704-2614
Phone: 512/974-2795
Email: Frank.Ammons@ci.austin.tx.us

Greater Austin Area Telecommunications Network (GAATN) – Moves/Adds/Changes

Owner: GAATN
Project Location: Greater Austin Metropolitan Area
Contract Amount: \$500k - \$1M annually
Project Start Date: January 1, 2008
Completion Date: April 30, 2011
Project Start Cost: \$300,000/yr
Completion Cost: \$500k - \$1M annually
Description: Moves, Adds and Changes of Existing Fiber Optic Network
Contact: Martha Krischke, RCDD, TPN
City of Austin IT Project Manager – GAATN, COA-CTM
1124 South IH-35, Suite 300, Austin, TX 78704-2614
Phone: 512/974-2482
Email: martha.krishcke@ci.austin.tx.us

Austin ISD – Moves/Adds/Changes (Voice/Data/PA/Fiber/OSP)

Owner: Austin Independent School District
Project Location: Austin ISD Schools and Sites
Contract Amount: \$500k - \$1M annually
Project Start Date: June 15, 2005
Completion Date: April 30, 2011
Project Start Cost: \$200,000/yr
Completion Cost: \$500k - \$1M annually
Description: Moves, Adds and Changes of Existing Inside Data Network Infrastructure
Contact: Jay Johnson
Telecom Manager – Austin Independent School District
1949 South IH-35, Austin, TX 78741
Phone: 512/414-9300
Email: jjohnson5@austinsisd.org

Austin ISD – Maintenance, Repair, and Expansion of Physical Fiber Network

Owner: Austin Independent School District
Project Location: Austin ISD Schools and Sites
Contract Amount: \$250k - \$500k annually

Project Start Date: January 1, 2007
Completion Date: April 30, 2011
Project Start Cost: \$100,000/yr
Completion Cost: \$250k - \$500k annually
Description: Moves, Adds and Changes of Existing Fiber Optic Network
Contact: John Kohlmorgan
WAN Manager – Austin Independent School District
1949 South IH-35, Austin, TX 78741
Phone: 512/414-9292
Email: jkohl@austinisd.org

City of Austin – Maintenance, Repair, and Expansion of Physical Fiber Network

Owner: City of Austin
Project Location: City of Austin Area and Physical Sites/Locations
Contract Amount: \$500k - \$1.5M annually
Project Start Date: January 1, 2008
Completion Date: April 30, 2011
Project Start Cost: \$500,000/yr
Completion Cost: \$500k - \$1.5M annually
Description: Moves, Adds and Changes of Existing Fiber Optic Network
Contact: Martha Krischke, RCDD, TPN
City of Austin IT Project Manager – GAATN, COA-CTM
1124 South IH-35, Suite 300, Austin, TX 78704-2614
Phone: 512/974-2482
Email: martha.krishcke@ci.austin.tx.us

Travis County – Maintenance, Repair, and Expansion of Physical Fiber Network

Owner: Travis County
Project Location: Travis County Facilities and Sites
Contract Amount: \$250k - \$750k annually
Project Start Date: July 1, 2005
Completion Date: April 30, 2011
Project Start Cost: \$100,000/yr
Completion Cost: \$250k - \$750k annually
Description: Moves, Adds and Changes of Existing Fiber Optic Network
Contact: Dain Herbat
Travis County ITS – Network Engineer
700 Lavaca, 5th Floor, Austin, TX 78701
Phone: 512/854-8688
Email: dain.herbat@co.travis.tx.us

Travis County – Cabling Installation Services (Voice/Data/Fiber/CATV)

Owner: Travis County
Project Location: Travis County Facilities and Sites
Contract Amount: \$400k - \$750k annually
Project Start Date: July 1, 2005
Completion Date: April 30, 2011
Project Start Cost: \$100,000/yr
Completion Cost: \$400k - \$750k annually
Description: Moves, Adds and Changes of Existing Inside Data Network Infrastructure
Contact: Todd Floyd
Travis County ITS - Coordinator
700 Lavaca, 5th Floor, Austin, TX 78701
Phone: 512/854-4283
Email: todd.floyd@co.travis.tx.us



Pflugerville – ISD Moves/Adds/Changes Cabling (Voice/Data/Fiber/CATV)

Owner: Pflugerville Independent School District
Project Location: Pflugerville ISD Schools and Sites
Contract Amount: \$100k - \$250k annually
Project Start Date: January 1, 2005
Completion Date: April 30, 2011
Project Start Cost: \$100,000/yr
Completion Cost: \$100k - \$250k annually
Description: Moves, Adds and Changes of Existing Inside Data Network Infrastructure
Contact: Ryan Firth
PISD Technology – Systems Administrator
2021 Crystal Bend Drive, Pflugerville, TX 78660
Phone: 512/594-0208
Email: ryan.firth@pflugervilleisd.net

University of Texas – Maintenance, Repair, and Expansion of Physical Fiber Network

Owner: University of Texas
Project Location: UT-Austin Facilities and Sites
Contract Amount: \$50k - \$150k annually
Project Start Date: July 1, 2005
Completion Date: April 30, 2011
Project Start Cost: \$50,000/yr
Completion Cost: \$50k - \$150k annually
Description: Moves, Adds and Changes of Existing Fiber Optic Network
Contact: Wayne Wedemeyer
Telecommunication Services – Director
SER 319, C2900, Austin, TX 78701
Phone: 512/471-2454
Email: wwedemeyer@mail.utexas.edu

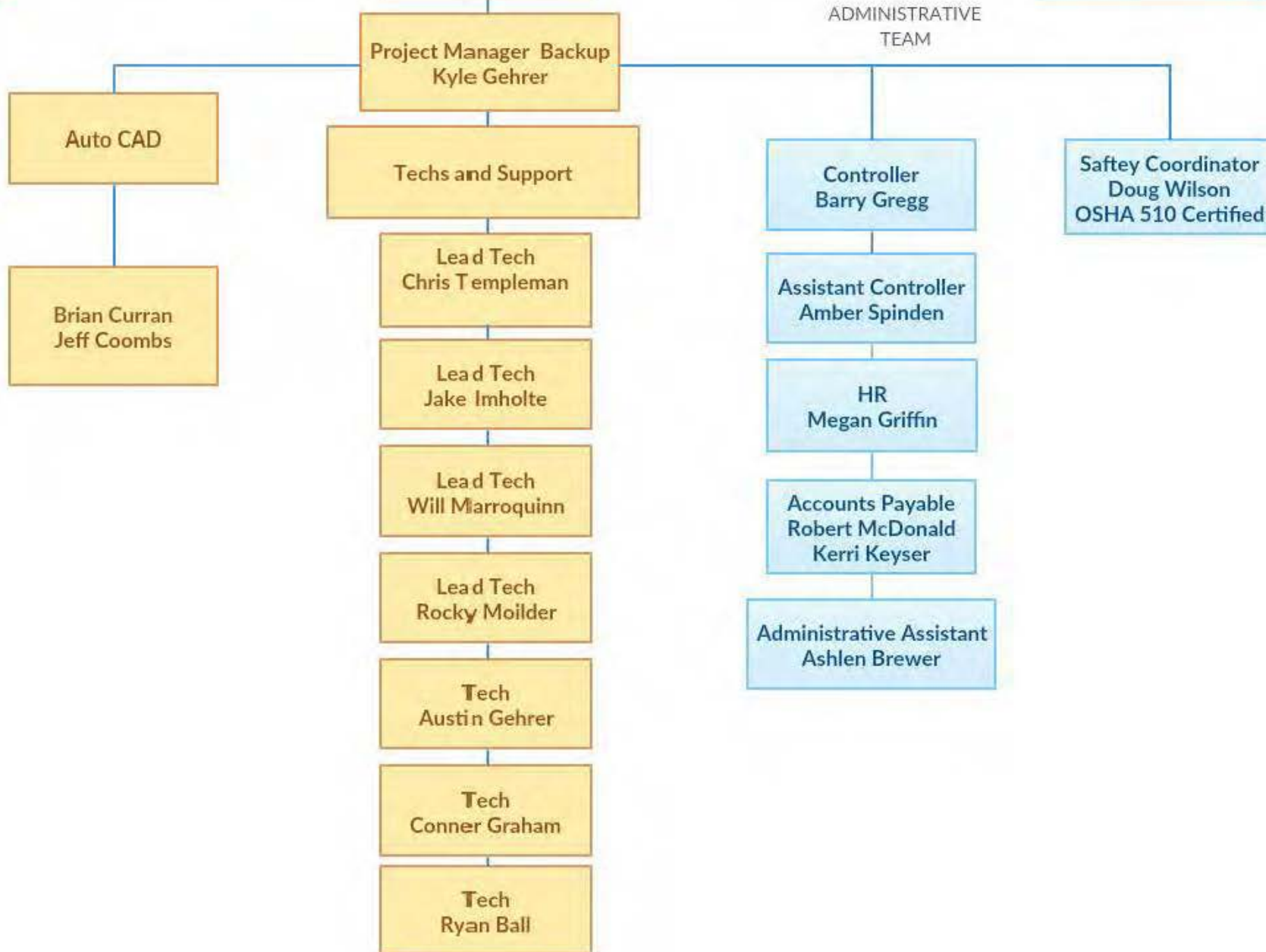


ABIA MAC SUPPORT TEAM

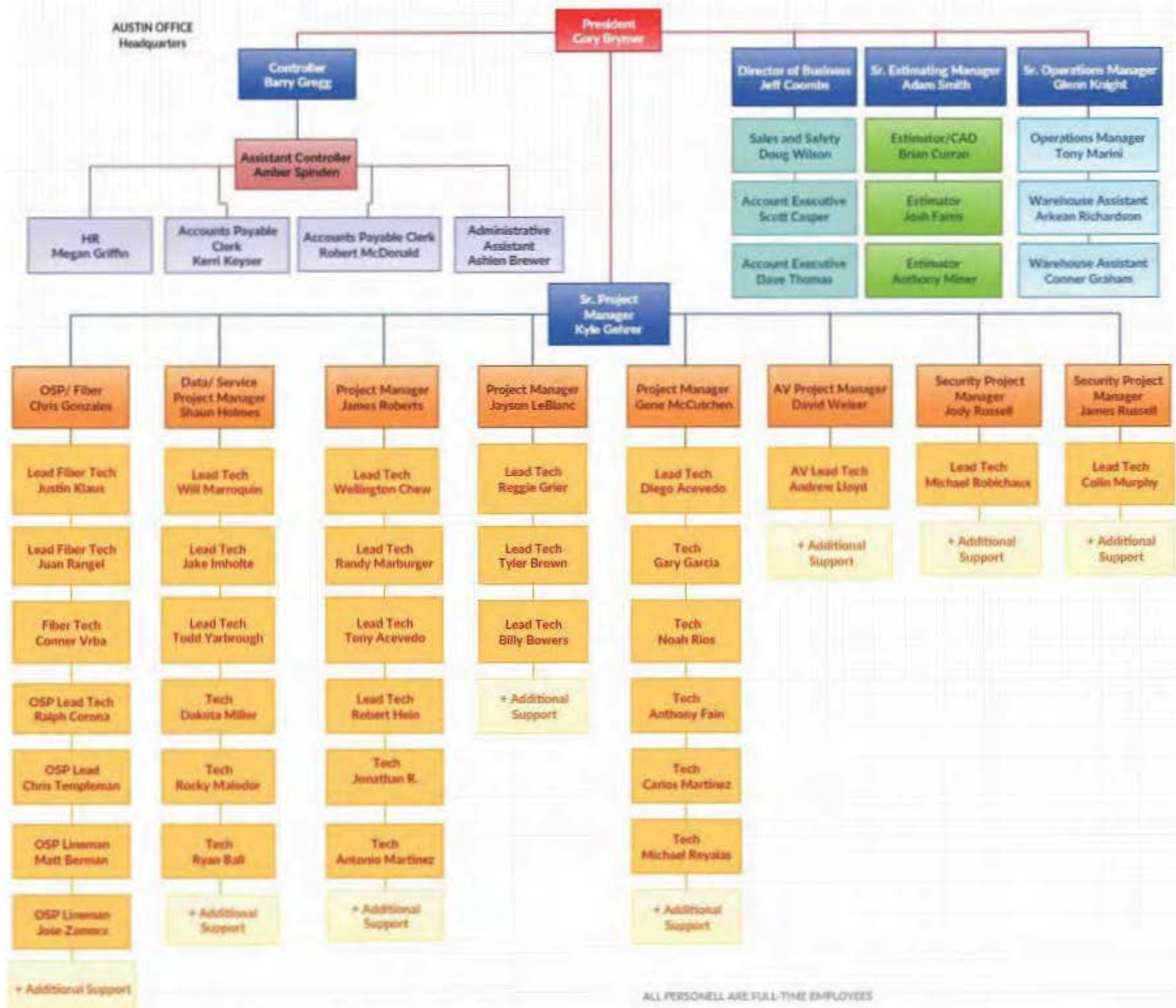
Ownership/ Management Support
Cory Brymer, RCDD

Project Manager
Shaun Holmes

Consulting
Jeff Coombs, RCDD



ALL LISTED ARE FULL TIME EMPLOYEES





Tab 10. Price Proposal



BRYCOMM, LLC

Well Connected.

15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009





AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

Cabling Infrastructure Maintenance

Request for Proposals

Attachment A.R

Cost Proposal Sheet



Austin-Bergstrom
International Airport

PROPOSAL PRICING

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

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

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

Please provide requested unit pricing based on the current horizontal cable installation standards, listed below: *(All faceplates are stainless steel without label holders.)*

| CAT 5e part numbers | | CAT 6 part numbers | |
|---------------------|----------------------|--------------------|----------------------|
| TE520P-BLII | Blue cable | TE610P-BLII | Blue cable |
| TE520P-WTII | White cable | TE610P-WTII | White cable |
| 2291217-6 | Blue jacks | 2291216-6 | Blue jacks |
| 2291217-3 | White jacks | 2291216-3 | White jacks |
| 6653 1 585-24 | 24-port patch panels | 6653 1 677-24 | 24-port patch panels |
| 6653 1 585-48 | 48-port patch panels | 6653 1 677-48 | 48-port patch panels |

A. Unit Prices

The following unit pricing will be utilized to compensate the successful Contractor for work performed through the Cabling Infrastructure Maintenance agreement. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative. All pricing for components shall be for a fully installed/configured installation which shall include equipment, materials, mounting device(s), installation labor, and all other costs related to complete and operational installation of the component.

The Contractor shall provide complete unit pricing for the items listed below; unit pricing shall be valid for the duration of the contract:

1. New Cable Installations – provide the following pricing installed/per foot for adding the following cabling types:
 - a) Horizontal Cabling (0'-150' Run, Plenum-Grade including workstation outlet jack and faceplate and all terminations):

| Description | Installed Cost (Normal Hours) | Installed Cost (Non-normal Hours) | Notes/Clarifications |
|-----------------------------------|----------------------------------|---|---|
| One 4 pair, 24 A.W.G., CAT 5E | \$2.70/FT/Cable | \$3.24/FT/Cable | Pricing is based on total installed footage recorded by the test results. All cabling terminated onto existing patch panels in the closets |
| Dual 4 pair, 24 A.W.G., CAT 5E | \$1.78/FT/Cable | \$2.14/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 5E | \$1.39/FT/Cable | \$1.67/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6 | \$2.91/FT/Cable | \$3.50/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6 | \$1.90/FT/Cable | \$2.28/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6 | \$1.51/FT/Cable | \$1.81/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6A | \$3.48/FT/Cable | \$4.18/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6A | \$2.47/FT/Cable | \$2.96/FT/Cable | Same as above |

b) Horizontal Cabling (151'-300' Run, Plenum-Grade including workstation outlet jack and faceplate and all terminations):

| Description | Installed Cost (Normal Hours) | Installed Cost (Non-normal Hours) | Notes/Clarifications |
|-----------------------------------|----------------------------------|---|---|
| One 4 pair, 24 A.W.G., CAT 5E | \$1.66/FT/Cable | \$2.00/FT/Cable | Pricing is based on total installed footage recorded by the test results. All cabling terminated onto existing patch panels in the closets |
| Dual 4 pair, 24 A.W.G., CAT 5E | \$1.26/FT/Cable | \$1.51/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 5E | \$1.06/FT/Cable | \$1.28/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6 | \$1.77/FT/Cable | \$2.12/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6 | \$1.37/FT/Cable | \$1.64/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6 | \$1.17/FT/Cable | \$1.40/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6A | \$2.33/FT/Cable | \$2.79/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6A | \$1.91/FT/Cable | \$2.31/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6A | \$1.73/FT/Cable | \$2.07/FT/Cable | Same as above |

B. Materials only unit prices

The following unit pricing will be utilized to compensate the successful Contractor for work performed through the Cabling Infrastructure Maintenance agreement by the designated on-site technicians. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative. All pricing for components shall be for a fully installed/configured installation which shall include equipment, materials, mounting device(s), and all other costs related to complete and operational installation of the component. The Contractor shall provide complete unit pricing for the items listed below; unit pricing shall be valid for the duration of the contract:

1. New Cable Installations – provide the following pricing installed/per foot for **materials only** for adding the following cabling types:

- a) Horizontal Cabling (0'-150' Run, Plenum-Grade including workstation outlet jack and faceplate and all terminations):

| Description | Installed Cost (Normal Hours) | Installed Cost (Non- normal Hours) | Notes/Clarifications |
|-----------------------------------|-------------------------------------|--|---|
| One 4 pair, 24 A.W.G., CAT 5E | \$.83/FT/Cable | N/A | Pricing is based on total installed footage recorded by the test results. All cabling terminated onto existing patch panels in the closets. Labor is not included. |
| Dual 4 pair, 24 A.W.G., CAT 5E | \$.80/FT/Cable | N/A | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 5E | \$.74/FT/Cable | N/A | Same as above |
| One 4 pair, 24 A.W.G., CAT 6 | \$.96/FT/Cable | N/A | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6 | \$.93/FT/Cable | N/A | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6 | \$.87/FT/Cable | N/A | Same as above |
| One 4 pair, 24 A.W.G., CAT 6A | \$1.61/FT/Cable | N/A | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6A | \$1.58/FT/Cable | N/A | Same as above |

C. LABOR RATES

The following labor pricing will be utilized to compensate the Contractor for work performed through the Cabling Infrastructure Maintenance agreement. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative.

1. Normal Operational Hours
(Monday through Friday
8:00 AM to 5:00 PM)

| Labor Category | Hourly Rate | Year Two Hourly Rate | Year Three Hourly Rate | Year Four Hourly Rate | Year Five Hourly Rate |
|--|-------------|----------------------|------------------------|-----------------------|-----------------------|
| Cable Installation and Troubleshooting Lead Technician | \$33.50 | \$35.00 | \$36.50 | \$38.00 | \$39.50 |
| Cable Installation and Troubleshooting Technician | \$29.50 | \$31.00 | \$32.50 | \$34.00 | \$35.50 |
| <i>Add labor categories as required</i> | | | | | |

2. Non-Normal Operational Hours (Monday through Friday 5:01 PM to 7:59 AM, Saturday, and Sunday)

| Labor Category | Hourly Rate | Year Two Hourly Rate | Year Three Hourly Rate | Year Four Hourly Rate | Year Five Hourly Rate |
|--|-------------|----------------------|------------------------|-----------------------|-----------------------|
| Cable Installation and Troubleshooting Lead Technician | \$39.13 | \$40.85 | \$42.58 | \$44.30 | \$46.03 |
| Cable Installation and Troubleshooting Technician | \$34.53 | \$36.25 | \$37.98 | \$39.70 | \$41.43 |
| <i>Add labor categories as required</i> | | | | | |

D. Additional Fees (if applicable)

The following pricing will be utilized to compensate the Contractor for non-unit pricing work performed through the Cabling Infrastructure Maintenance agreement. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative.

| Fee Category | Fee | Notes / Clarifications |
|---------------------------------------|------------|------------------------|
| Project Management / Administrative | \$9.50/hr. | Per hour billed |
| <i>Add Fee Categories as required</i> | | |
| | | |
| | | |

E. Additional rates

Please provide pricing for any additional charges which might be encountered during the contract term to complete projects under the Scope of Work

| SLA Category | Fee | Notes / Clarifications |
|-----------------|-------------------|------------------------|
| Major Alarms | 3X MAC Rate | 3X Section C Rates |
| Minor Alarms | 2X MAC Rate | 2X Section C Rates |
| Disaster Alarms | 4X MAC Rate | 4X Section C Rates |
| | | |



Tab 11. Additional Attachments

1. COA Work Order Tracking Sheet
2. Conflict of Interest Questionnaire
3. Certificates
4. Addenda Acknowledgment
5. Certificate of Insurance



BRYCOMM, LLC

Well Connected.

15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009



[illegible]

[illegible]

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ-E
For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code officer has become aware of facts that require the officer to file this statement in accordance with by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government later than the 7th business day after the date the person becomes aware of facts that require statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

-
1. Name of person doing business with local governmental entity.

Cory Brymer

Name of company doing business with local governmental entity.

BryComm, LLC

2. Check this box if you are filing an update to a previously filed questionnaire.

NO

Describe each affiliation or business relationship with an employee or contractor of the local

3. government entity who makes recommendations to a local government officer of the local government entity with respect to expenditure of money.

None

Describe each affiliation or business relationship with a person who is a local government officer and

4. who appoints or employs a local government officer of the government entity that is the subject of this questionnaire.

None

-
6. Describe any other affiliation or business relationship that might cause a conflict of interest. None

-
7. Electronic Certification

I Cory Brymer, hereby swear or affirm that I completed the online Form
CIQ-E on 11/08/12.

I understand that by clicking the "Submit Form" button below, I am submitting the Form
CIQ-E to the Office of the City Clerk, Austin, Texas. I represent the information that I have
provided is true and correct. A false statement or misrepresentation by me may result in
penalties under Chapter 176 of the Texas Local Government Code.

E-mail address: cory.brymer@brycomm.com

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Jeff Scott Coombs

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 181057R
Registration Start Date: 1/1/2016
Registration End Date: 12/31/2018



Bicsi
RCDD

Since

12/5/2009

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Cory Brymer

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 161169R
Registration Start Date: 1/1/2014
Registration End Date: 12/31/2016



Bicsi
RCDD

Since

1/30/2010

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

COMMScope ND&I PROGRAM

CommScope Proudly Acknowledges

BryComm, LLC

Austin, TX

as a

Silver NDI

The above company is a certified Silver NDI pursuant to the contract between CommScope and the NDI (the "Contract").

CommScope will extend its

25 Year System and 25 Year Component Warranties for installations made by the NDI pursuant to (i) the terms and conditions set forth in the Contract; and, (ii) CommScope's policies.



Dec 31, 2016*

*or upon the expiration of the Contract between the Silver NDI & CommScope

Expiration Date

COMMScope®



Certificate of Completion

Chris Templeman

has successfully completed

Permit & Non-permit Confined Space Entry

OSHA 29 CFR 1910.146 Training

Tested On: 2/6/16

HRS/CEU/CME: 2.0/0.2/2.0

certificate number

36253556-CD32-11E5-A98F-44F70D5791CE

Trained & Tested at:

www.ComplianceTrainingOnline.com



a division of **KRIST** INCORPORATED

CTO

**SEE the
LIGHT**
FIBER OPTIC TRAINING

CORNING

LANscape®
Solutions

Corning Cable Systems recognizes

Kyle Gehrer
for completing the

See the Light Training Series
on Fiber Optic Testing and Troubleshooting
for **3 BICSI** Continuing Education Credits

March 22, 2011

Month Date, Year

Clay Franklin
Instructor

3 BICSI Continuing Education Credits: BICSI CECs are only issued to
BICSI credential holders.

Corning Cable Systems Hands-On Optical Fiber Splicing Course

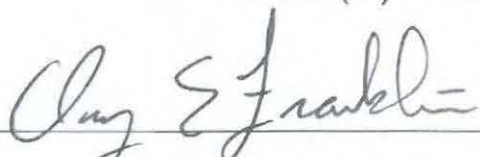
Certificate of Completion

Kyle Gehrer

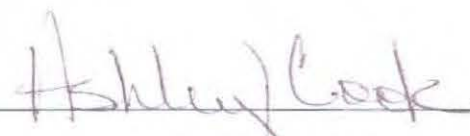
completed the Corning Cable Systems
Hands-On Optical Fiber Splicing Course
On

December 12, 2008

for three (3) BICSI RCDD Continuing Education Credits.



Clay Franklin
OTE Product Specialist



Ashley Cook
Private Networks Sales Engineer

(3) BICSI Continuing Education Credits: RCDD – OSP and Installer/Technician. BICSI CECs are only issued to BICSI credential holders.

CORNING

LANscape®
Solutions

Corning Incorporated

Corning Cable Systems Hands-On UniCam Fiber Optic Connector Installation Course

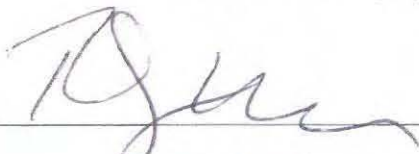
Certificate of Completion

Kyle Gehrer


completed the Corning Cable Systems
Hands-On UniCam Fiber Optic Connector Installation
Course
On

December 12, 2008

for three (3) BICSI RCDD Continuing Education Credits.



Randy Harris
FOJ Product Specialist



Ashley Cook
Private Networks Sales Engineer

(3) BICSI Continuing Education Credits: RCDD – OSP and Installer/Technician. BICSI CECs are only issued to BICSI credential holders.

CORNING

LANscape®
Solutions

Corning Incorporated

Corning Cable Systems Hands-On Testing and Troubleshooting for Fiber Optic Networks Course

Certificate of Completion

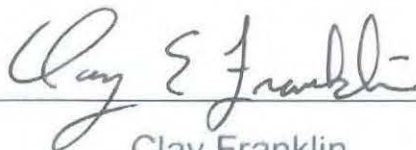
Kyle Gehrer

completed the Corning Cable Systems
Hands-On Testing and Troubleshooting for Fiber Optic
Networks Course

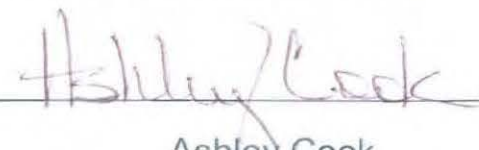
On

December 12, 2008

for three (3) BICSI RCDD Continuing Education Credits.



Clay Franklin
OTE Product Specialist



Ashley Cook
Private Networks Sales Engineer

(3) BICSI Continuing Education Credits: RCDD – OSP and Installer/Technician. BICSI CECs are only issued to BICSI credential holders.

CORNING

LANscape®
Solutions

Corning Incorporated

Certificate of Completion

THIS DOCUMENT IS PROOF THAT

Kyle Gehrer

HAS SUCCESSFULLY COMPLETED THE

TS-LAN-500

Hands-On Comprehensive Installation Technology Course for
Multimode and Single-mode Optical Local Area Networks

ON

February 1, 2013



Event Code: OV-CORN-NC-0911-1

Effective September 19, 2011, BICSI
recognizes TS-LAN-500 Hands-On
Comprehensive Installation Technology
Course for Multimode and Single-mode
Optical Local Area Networks training for
the following BICSI Continuing
Education Credits (CECs): 32 RCDD, 32
RITP, 7 NTS, 7 OSP, 15 INST2,
18 TECH, 32 CT



COURSE INSTRUCTOR



MANAGER, TRAINING SERVICES

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

Corning Cable Systems LLC does not warrant or guaranty any services performed by the person named on this certificate, or his employer. This certificate is evidence only that the named person completed the class noted on the face hereof. Neither the person named on the face hereof nor his employer are authorized to act on behalf of Corning Cable Systems LLC or its affiliates, to bind Corning Cable Systems LLC or its affiliates to any obligation or to use the name, trademarks or servicemarks of Corning Cable Systems or its affiliates.



Corning Optical Communications Network of Preferred Installers

BryComm

Certified Member
2016 Member in Good Standing



A handwritten signature in black ink, reading "Stuart Hoiness".

Stuart Hoiness
Senior VP
Enterprise Networks, TCO

A handwritten signature in black ink, reading "Regina McCaughan".

Regina McCaughan, Program Manager
Enterprise Networks
Network of Preferred Installers

Rendered: Mon Mar 21 14:51:37 GMT 2016

If you set your printer "Landscape" mode the certificate and wallet card will print larger then printing in "Portrait" mode (your printer default).



Certificate of Completion

Jose Zamora

has successfully completed

Permit & Non-permit Confined Space Entry

OSHA 29 CFR 1910.146 Training

Tested On: 1/18/16

HRS/CEU/CME: 2.0/0.2/2.0

certificate number

17C59448-BE50-11E5-B5BC-7E70B53D13A8

Trained & Tested at:

www.ComplianceTrainingOnline.com



a division of **KRIST** INCORPORATED

CTO



CommScope Proudly Acknowledges

DIEGO ACEVEDO

Who Has Successfully Completed

INSTALLING PREMISES CABLING SYSTEMS

COURSE P/N 396008-1

14 BICSI Continuing Education Credits

A handwritten signature in black ink is positioned above a horizontal line. The signature appears to be "Diego Acevedo".

Authorized Signature

10/28/2015

Training Date
This certificate expires 2 years
from date of training.



CommScope Proudly Acknowledges

KYLE GEHRER

Who Has Successfully Completed

INSTALLING PREMISES CABLING SYSTEMS

COURSE P/N 396008-1

14 BICSI Continuing Education Credits

A handwritten signature in black ink, appearing to read 'Kyle Gehr', is written over a horizontal line.

Authorized Signature

10/28/2015

Training Date

This certificate expires 2 years
from date of training.



Tab 10. Price Proposal



BRYCOMM, LLC

Well Connected.

15302 Marsha St
Austin, Texas 78728
Tel: 512/712-4008 Fax: 512/712-4009





AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

Cabling Infrastructure Maintenance

Request for Proposals

Attachment A.R

Cost Proposal Sheet



Austin-Bergstrom
International Airport

PROPOSAL PRICING

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

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

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

Please provide requested unit pricing based on the current horizontal cable installation standards, listed below: *(All faceplates are stainless steel without label holders.)*

| CAT 5e part numbers | | CAT 6 part numbers | |
|---------------------|----------------------|--------------------|----------------------|
| TE520P-BLII | Blue cable | TE610P-BLII | Blue cable |
| TE520P-WTII | White cable | TE610P-WTII | White cable |
| 2291217-6 | Blue jacks | 2291216-6 | Blue jacks |
| 2291217-3 | White jacks | 2291216-3 | White jacks |
| 6653 1 585-24 | 24-port patch panels | 6653 1 677-24 | 24-port patch panels |
| 6653 1 585-48 | 48-port patch panels | 6653 1 677-48 | 48-port patch panels |

A. Unit Prices

The following unit pricing will be utilized to compensate the successful Contractor for work performed through the Cabling Infrastructure Maintenance agreement. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative. All pricing for components shall be for a fully installed/configured installation which shall include equipment, materials, mounting device(s), installation labor, and all other costs related to complete and operational installation of the component.

The Contractor shall provide complete unit pricing for the items listed below; unit pricing shall be valid for the duration of the contract:

1. New Cable Installations – provide the following pricing installed/per foot for adding the following cabling types:
 - a) Horizontal Cabling (0'-150' Run, Plenum-Grade including workstation outlet jack and faceplate and all terminations):

| Description | Installed Cost (Normal Hours) | Installed Cost (Non-normal Hours) | Notes/Clarifications |
|-----------------------------------|----------------------------------|--------------------------------------|---|
| One 4 pair, 24 A.W.G., CAT 5E | \$2.70/FT/Cable | \$3.24/FT/Cable | Pricing is based on total installed footage recorded by the test results. All cabling terminated onto existing patch panels in the closets |
| Dual 4 pair, 24 A.W.G., CAT 5E | \$1.78/FT/Cable | \$2.14/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 5E | \$1.39/FT/Cable | \$1.67/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6 | \$2.91/FT/Cable | \$3.50/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6 | \$1.90/FT/Cable | \$2.28/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6 | \$1.51/FT/Cable | \$1.81/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6A | \$3.48/FT/Cable | \$4.18/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6A | \$2.47/FT/Cable | \$2.96/FT/Cable | Same as above |

b) Horizontal Cabling (151'-300' Run, Plenum-Grade including workstation outlet jack and faceplate and all terminations):

| Description | Installed Cost (Normal Hours) | Installed Cost (Non-normal Hours) | Notes/Clarifications |
|-----------------------------------|----------------------------------|---|---|
| One 4 pair, 24 A.W.G., CAT 5E | \$1.66/FT/Cable | \$2.00/FT/Cable | Pricing is based on total installed footage recorded by the test results. All cabling terminated onto existing patch panels in the closets |
| Dual 4 pair, 24 A.W.G., CAT 5E | \$1.26/FT/Cable | \$1.51/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 5E | \$1.06/FT/Cable | \$1.28/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6 | \$1.77/FT/Cable | \$2.12/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6 | \$1.37/FT/Cable | \$1.64/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6 | \$1.17/FT/Cable | \$1.40/FT/Cable | Same as above |
| One 4 pair, 24 A.W.G., CAT 6A | \$2.33/FT/Cable | \$2.79/FT/Cable | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6A | \$1.91/FT/Cable | \$2.31/FT/Cable | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6A | \$1.73/FT/Cable | \$2.07/FT/Cable | Same as above |

B. Materials only unit prices

The following unit pricing will be utilized to compensate the successful Contractor for work performed through the Cabling Infrastructure Maintenance agreement by the designated on-site technicians. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative. All pricing for components shall be for a fully installed/configured installation which shall include equipment, materials, mounting device(s), and all other costs related to complete and operational installation of the component. The Contractor shall provide complete unit pricing for the items listed below; unit pricing shall be valid for the duration of the contract:

1. New Cable Installations – provide the following pricing installed/per foot for **materials only** for adding the following cabling types:

- a) Horizontal Cabling (0'-150' Run, Plenum-Grade including workstation outlet jack and faceplate and all terminations):

| Description | Installed Cost (Normal Hours) | Installed Cost (Non- normal Hours) | Notes/Clarifications |
|-----------------------------------|-------------------------------------|--|---|
| One 4 pair, 24 A.W.G., CAT 5E | \$.83/FT/Cable | N/A | Pricing is based on total installed footage recorded by the test results. All cabling terminated onto existing patch panels in the closets. Labor is not included. |
| Dual 4 pair, 24 A.W.G., CAT 5E | \$.80/FT/Cable | N/A | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 5E | \$.74/FT/Cable | N/A | Same as above |
| One 4 pair, 24 A.W.G., CAT 6 | \$.96/FT/Cable | N/A | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6 | \$.93/FT/Cable | N/A | Same as above |
| Quad 4 pair, 24 A.W.G., CAT 6 | \$.87/FT/Cable | N/A | Same as above |
| One 4 pair, 24 A.W.G., CAT 6A | \$1.61/FT/Cable | N/A | Same as above |
| Dual 4 pair, 24 A.W.G., CAT 6A | \$1.58/FT/Cable | N/A | Same as above |

C. LABOR RATES

The following labor pricing will be utilized to compensate the Contractor for work performed through the Cabling Infrastructure Maintenance agreement. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative.

1. Normal Operational Hours
(Monday through Friday
8:00 AM to 5:00 PM)

| Labor Category | Hourly Rate | Year Two Hourly Rate | Year Three Hourly Rate | Year Four Hourly Rate | Year Five Hourly Rate |
|--|-------------|----------------------|------------------------|-----------------------|-----------------------|
| Cable Installation and Troubleshooting Lead Technician | \$33.50 | \$35.00 | \$36.50 | \$38.00 | \$39.50 |
| Cable Installation and Troubleshooting Technician | \$29.50 | \$31.00 | \$32.50 | \$34.00 | \$35.50 |
| <i>Add labor categories as required</i> | | | | | |

2. Non-Normal Operational Hours (Monday through Friday 5:01 PM to 7:59 AM, Saturday, and Sunday)

| Labor Category | Hourly Rate | Year Two Hourly Rate | Year Three Hourly Rate | Year Four Hourly Rate | Year Five Hourly Rate |
|--|-------------|----------------------|------------------------|-----------------------|-----------------------|
| Cable Installation and Troubleshooting Lead Technician | \$39.13 | \$40.85 | \$42.58 | \$44.30 | \$46.03 |
| Cable Installation and Troubleshooting Technician | \$34.53 | \$36.25 | \$37.98 | \$39.70 | \$41.43 |
| <i>Add labor categories as required</i> | | | | | |

D. Additional Fees (if applicable)

The following pricing will be utilized to compensate the Contractor for non-unit pricing work performed through the Cabling Infrastructure Maintenance agreement. Prior to the performance of any work, the Contractor shall receive a written notice to proceed from the designated DOA representative.

| Fee Category | Fee | Notes / Clarifications |
|---------------------------------------|------------|------------------------|
| Project Management / Administrative | \$9.50/hr. | Per hour billed |
| <i>Add Fee Categories as required</i> | | |
| | | |
| | | |

E. Additional rates

Please provide pricing for any additional charges which might be encountered during the contract term to complete projects under the Scope of Work

| SLA Category | Fee | Notes / Clarifications |
|-----------------|-------------------|------------------------|
| Major Alarms | 3X MAC Rate | 3X Section C Rates |
| Minor Alarms | 2X MAC Rate | 2X Section C Rates |
| Disaster Alarms | 4X MAC Rate | 4X Section C Rates |
| | | |

MBE/WBE COMPLIANCE PLAN

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

Section I — Project Identification and Goals

| | |
|----------------------------|--|
| Project Name | Cabling Infrastructure Maintenance and Repair Services |
| Solicitation Number | RFP 5600 PAX0135 |

| Project Goals or Subgoals | | |
|---------------------------|------|---|
| MBE | 3.47 | % |
| African American | | % |
| Hispanic | | % |
| Asian/Native American | | % |
| WBE | 1.73 | % |

Section II — Bidder Company Information

| | |
|--|--|
| Name of Company | BryComm, LLC |
| Vendor Code | VS0000036198 |
| Address | 15302 Marsha Street |
| City, State Zip | Austin Texas 78728 |
| Phone | 512-712-4008 |
| Fax & E-Mail | 512-712-4009 |
| Name of Contact Person | Cory Brymer |
| Is your company registered on Vendor Connection? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor ID #: VS0000036198 If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm |
| Is your company COA M/WBE certified? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE/WBE Joint Venture <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> |

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

Cory Brymer - President

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 2-9D.

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): \$ 350,000.00

| Goals: Proposed Participation | | |
|-------------------------------|--------------|-------|
| MBE | \$12,145.00 | 3.47% |
| WBE | \$6,055.00 | 1.73% |
| Non-Certified | \$331,800.00 | 94.8% |

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

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

Amount: \$ 331,800.00 Percentage: 94.8 %

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 3.47 % WBE 1.73 % Prime _____ % Non-Certified _____ %

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

GOAL DETERMINATION REQUEST FORM

| | | | |
|--|----------------------|--------------------------------|---|
| Buyer Name/Phone | Sai Purcell/974-3058 | PM Name/Phone | Phillip Bays/530-2638 |
| Sponsor/User Dept. | Aviation | Sponsor Name/Phone | |
| Solicitation No | PAX0135 | Project Name | CABLING INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES |
| Contract Amount | \$250,000 annually | Ad Date (if applicable) | |
| Procurement Type | | | |
| <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 | | | |
| Provide Project Description** | | | |
| Cabling Infrastructure Maintenance at ABIA. The scope of work for this RFP includes service and warranty support of the structured cabling system (PDS) which serves ABIA. To fulfill the requirements of this project, the selected vendor (Contractor) shall provide a designated project manager, or equivalent, that will be responsible for the coordination of all service and support required to support the PDS at ABIA. | | | |
| Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No. | | | |
| RFP SMW0121. Contract NA140000128 awarded to BryComm, LLC. Goals were established with 14.1% MBE and 15% WBE. | | | |
| List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable) | | | |
| 28526 5%, 72523 5%, 96218 90% | | | |
| Sai Xoomsai Purcell | | 512-974-3058 | |
| Buyer Confirmation | | Date | |

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

| | | | |
|---|--------------------|-----------------------------|----------|
| FOR SMBR USE ONLY | | | |
| Date Received | 5/9/2016 | Date Assigned to BDC | 5/9/2016 |
| In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination: | | | |
| <input checked="" type="checkbox"/> Goals | 3.47% MBE | 1.73% WBE | |
| <input type="checkbox"/> Subgoals | % African American | % Hispanic | |

GOAL DETERMINATION REQUEST FORM

| | | |
|--|-------------------------|-----------------------------------|
| | % 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 type="checkbox"/> Sufficient availability of M/WBEs | <input checked="" type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Provide information on availability. Availability list attached. 21 firms listed for scopes selected.

Subcontracting Opportunities Identified

.List any subcontracting opportunities identified. Scopes identified on page 1

| | |
|---|---------------------|
| Counselor Name <i>Jolene Coleman</i> <i>5/11/16</i> | |
| SMBR Staff <i>[Signature]</i> | Signature/ Date |
| SMBR Director or Designee <i>[Signature]</i> | Date <i>5/12/16</i> |
| Returned to/ Date: | |

MBE/WBE COMPLIANCE PLAN

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

Section I — Project Identification and Goals

| | |
|----------------------------|--|
| Project Name | Cabling Infrastructure Maintenance and Repair Services |
| Solicitation Number | RFP 5600 PAX0135 |

| Project Goals or Subgoals | | |
|---------------------------|------|---|
| MBE | 3.47 | % |
| African American | | % |
| Hispanic | | % |
| Asian/Native American | | % |
| WBE | 1.73 | % |

Section II — Bidder Company Information

| | |
|--|--|
| Name of Company | BryComm, LLC |
| Vendor Code | VS0000036198 |
| Address | 15302 Marsha Street |
| City, State Zip | Austin Texas 78728 |
| Phone | 512-712-4008 |
| Fax & E-Mail | 512-712-4009 |
| Name of Contact Person | Cory Brymer |
| Is your company registered on Vendor Connection? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor ID #: VS0000036198 If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm |
| Is your company COA M/WBE certified? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE/WBE Joint Venture <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> |

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

Cory Brymer - President

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 2-9D.

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): \$ 350,000.00

| Goals: Proposed Participation | | |
|-------------------------------|--------------|-------|
| MBE | \$12,145.00 | 3.47% |
| WBE | \$6,055.00 | 1.73% |
| Non-Certified | \$331,800.00 | 94.8% |

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

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

Amount: \$ 331,800.00 Percentage: 94.8 %

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 3.47 % WBE 1.73 % Prime _____ % Non-Certified _____ %

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

*The City of Austin
Small & Minority Business Resources Department affirms that*

EAR Telecommunications, LLC.

meets all the criteria established by the City of Austin Minority-Owned and Women
Business Enterprise Procurement Program and is certified as a

Minority-Owned Business Enterprise

by the City of Austin.



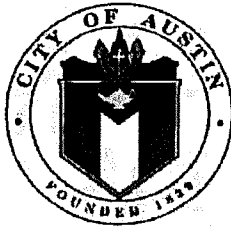
A handwritten signature in black ink, appearing to read "Veronica", is positioned above a horizontal line.

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: VS0000030988

EXPIRATION DATE:
02/12/2018

Certification is valid for three years, contingent upon
receiving an affidavit of continued eligibility each
of certification status can be obtained by calling (5



*The City of Austin
Small & Minority Business Resources Department affirms that*

EAR Telecommunications, LLC.

is certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any T that receives DOT funds and has a DBE program.

NAICS Code(s): 238290

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: VS0000030988

Certification is contingent upon the City receiving continued eligibility each year. Verification of certification can be obtained by calling (512) 974-7645.

CONFIRMATION LETTER

June 16, 2016

Cory Brymer, RCDD
BryComm, LLC
15302 Marsha Street
Austin, TX 78728
Phone: 512/712-4008
Fax: 512/712-4009
E-Mail: cory.brymer@brycomm.com

Re: Solicitation # RFP 5600 PAX0135

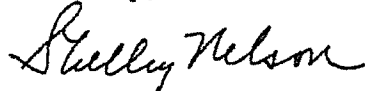
Dear Cory:

This letter is to confirm that CR Electric & Supply, LLC is pleased to provide BryComm, LLC support for structured-cabling services and campus backbone structured cabling services for the above-referenced project.

We understand that we will be completing a minimum of 1.73% of the work on this project.

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

Sincerely,



Shelley Nelson

Owner

CR Electric & Supply, LLC
13800 Madrone Mountain Way
Austin, Tx 78737
512-517-6706
snelson@crelectricsupply.com

The City of Austin
Small & Minority Business Resources Department affirms that

CR Electric & Supply LLC

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

Women-Owned Business Enterprise

by the City of Austin.



A handwritten signature in black ink, appearing to read "Veronica Briseño Lara".

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: V00000916584

EXPIRATION DATE:
06/09/2017

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-113047

Date Filed:
09/16/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BryComm, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

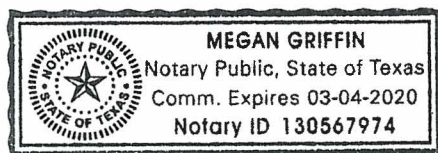
MA 5600 NA160000185
Cabling Infrastructure Maintenance and Repair Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Brymer, Cory | Round Rock, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Megan Griffin
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Megan Griffin, this the 16 day of September, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Cory Brymer
Printed name of officer administering oath

President
Title of officer administering oath