



Amendment No. 1
to
MA 5600 NA190000035
for
Structured Communications Cabling Services
between
BryComm, LLC (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

The attached Price List hereby replaces the Price List in BryComm, LLC's Cost Proposal

2.0 The total Contract authorization is recapped below:

Term	Action Amount (Cost)	Total Contract Amount
Original Contract:	\$9,000,000.00	\$9,000,000.00
Amendment No. 1: Replace Price List	\$0.00	\$9,000,000.00

3.0 MBE/WBE goals were not established for this contract.

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

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: _____

Printed Name: _____

Date: _____

BryComm, LLC
15302 Marsha St.
Austin, Texas 78728

Signature: _____

City of Austin Purchasing Office

Printed Name: _____

Date: _____

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

	A	B	C	D	E	F	G
1	ATTACHMENT A						
2	Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.						
3	Item	Description			Labor Cost	Materials Cost	Labor & Materials Total
4	<u>HORIZONTAL CABLING</u>						
5	1	Provide & Install Single CAT 6 Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			\$240.93	\$70.27	\$311.20
6	2	Provide & Install Single CAT 6 Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			\$144.56	\$76.38	\$220.94
7	3	Provide & Install Single CAT 6 Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			\$88.34	\$67.21	\$155.55
8	4	Provide & Install Single CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$361.40	\$100.97	\$462.37
9	5	Provide & Install Single CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$216.84	\$109.75	\$326.59
10	6	Provide & Install Single CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$180.70	\$109.75	\$290.45
11	7	Provide & Install Dual CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			\$337.31	\$132.60	\$469.91
12	8	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			\$173.47	\$150.63	\$324.10
13	9	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			\$106.01	\$132.55	\$238.56
14	10	Provide & Install Dual CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$318.03	\$243.46	\$561.49
15	11	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$212.02	\$239.48	\$451.50
16	12	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$183.11	\$217.38	\$400.48
17	13	Provide & Install Triple CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			\$318.03	\$198.26	\$516.30
18	14	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			\$155.48	\$198.26	\$353.75
19	15	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			\$134.28	\$198.08	\$332.36
20	16	Provide & Install Triple CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$424.04	\$286.37	\$710.42
21	17	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$197.89	\$286.37	\$484.26
22	18	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$159.02	\$286.37	\$445.39
23	19	Provide & Install Quad CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			\$424.04	\$335.36	\$759.40
24	20	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			\$250.57	\$299.43	\$550.00
25	21	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			\$192.75	\$299.43	\$492.17
26	22	Provide & Install Quad CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$530.05	\$467.56	\$997.61
27	23	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$346.94	\$432.93	\$779.87
28	24	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$240.93	\$432.93	\$673.86
29	25	Provide & Install Single CAT 6A Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			\$240.93	\$105.87	\$346.80
30	26	Provide & Install Single CAT 6A Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			\$120.47	\$105.87	\$226.33
31	27	Provide & Install Single CAT 6A Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			\$100.39	\$105.87	\$206.26
32	28	Provide & Install Single CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$361.40	\$156.86	\$518.26
33	29	Provide & Install Single CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$180.70	\$156.86	\$337.56
34	30	Provide & Install Single CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$150.58	\$156.86	\$307.44
35	31	Provide & Install Dual CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			\$265.03	\$241.39	\$506.41
36	32	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			\$173.47	\$228.02	\$401.49
37	33	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			\$144.56	\$228.02	\$372.58
38	34	Provide & Install Dual CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$375.86	\$352.42	\$728.28
39	35	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$169.62	\$311.13	\$480.74
40	36	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$158.69	\$352.42	\$511.12
41	37	Provide & Install Triple CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			\$318.03	\$300.43	\$618.46
42	38	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			\$155.48	\$290.67	\$446.16
43	39	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			\$134.28	\$300.24	\$434.52
44	40	Provide & Install Triple CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$424.04	\$446.75	\$870.79
45	41	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$197.89	\$446.75	\$644.63
46	42	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$159.02	\$446.75	\$605.76
47	43	Provide & Install Quad CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			\$481.87	\$454.22	\$936.09
48	44	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			\$208.81	\$436.05	\$644.86
49	45	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			\$167.05	\$472.39	\$639.44
50	46	Provide & Install Quad CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			\$602.33	\$675.92	\$1,278.25
51	47	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			\$277.56	\$648.88	\$926.43
52	48	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			\$208.81	\$702.95	\$911.76

53	ATTACHMENT A				
54	Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.				
55	Item	Description	Labor Cost	Materials Cost	Labor & Materials total
56	CABLE TV				
57	49	Provide & Install CATV RG6 Plenum QTY (1) (0-151ft.) (Material & labor included)	\$240.93	\$56.48	\$297.41
58	50	Provide & Install CATV RG6 Plenum QTY (5 to 10) (0-151ft.) (Material & labor included)	\$120.47	\$56.48	\$176.94
59	51	Provide & Install CATV RG6 Plenum QTY (11 to 20) (0-151ft.) (Material & labor included)	\$100.39	\$51.11	\$151.50
60	52	Provide & Install CATV RG6 Plenum QTY (1) (151-300ft.) (Material & labor included)	\$361.40	\$88.22	\$449.62
61	53	Provide & Install CATV RG6 Plenum QTY (5 to 10) (151-300ft.) (Material & labor included)	\$180.70	\$83.98	\$264.68
62	54	Provide & Install CATV RG6 Plenum QTY (11 to 20) (151-300ft.) (Material & labor included)	\$150.58	\$88.22	\$238.80
63	55	Provide & Install Single RG11 Plenum QTY (1) (1-100ft.) (Material & labor included)	\$361.40	\$152.36	\$513.76
64	56	Provide & Install Single RG11 Plenum QTY (1) (1-200ft.) (Material & labor included)	\$481.87	\$261.63	\$743.50
65	57	Provide & Install Single RG11 Plenum QTY (1) (1-300ft.) (Material & labor included)	\$602.33	\$370.91	\$973.24
66	58	Provide and Install CATV Amplifier (750mhz LXII w/housing and 30 MHz reverse) (Material & labor included)	\$120.47	\$414.00	\$534.47
67	OTHER CABLES				
68	59	Install Single Banana Cable Security QTY (1) (1-150 ft.) plenum (labor Only)	\$138.88		\$138.88
69	60	Install Single Banana Cable Security QTY (1) (per ft.) plenum (labor Only)	\$1.39		\$1.39
70	61	Install Single Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)	\$240.93		\$240.93
71	62	Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)	\$120.47		\$120.47
72	63	Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)	\$100.39		\$100.39
73	64	Install Single Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)	\$361.40		\$361.40
74	65	Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)	\$176.68		\$176.68
75	66	Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)	\$148.58		\$148.58
76	67	Install Double Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)	\$301.17		\$301.17
77	68	Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)	\$144.56		\$144.56
78	69	Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)	\$120.47		\$120.47
79	70	Install Double Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)	\$361.40		\$361.40
80	71	Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)	\$176.68		\$176.68
81	72	Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)	\$152.59		\$152.59
82	73	Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)	\$361.40		\$361.40
83	74	Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)	\$176.68		\$176.68
84	75	Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)	\$152.59		\$152.59
85	76	Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)	\$481.87		\$481.87
86	77	Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)	\$224.87		\$224.87
87	78	Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)	\$180.70		\$180.70
88	79	Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)	\$481.87		\$481.87
89	80	Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)	\$208.81		\$208.81
90	81	Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)	\$160.62		\$160.62
91	82	Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)	\$602.33		\$602.33
92	83	Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)	\$289.12		\$289.12
93	84	Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)	\$200.78		\$200.78
94	85	Provide & Install HDMI cable (1' to 60') with plates for both ends QTY (1) (Material and labor)	\$90.35	\$116.33	\$206.68
95	86	Install (WAP) Wireless Access Point (labor Only)	\$36.14		\$36.14
96	87	Install Ringer (Concrete, brick, sheetrock,etc) (labor only)	\$36.14		\$36.14
97	88	Install Ringer Matrix (Concrete, brick, sheetrock,etc) (labor only)	\$36.14		\$36.14
98	89	Install Speaker (Drop Tile) (Labor Only)	\$36.14		\$36.14
99	90	Install Speaker (Concrete, brick, sheetrock,etc) (Labor Only)	\$72.28		\$72.28
100	91	Install Horn (Concrete, brick, sheetrock,etc) (Labor Only)	\$72.28		\$72.28
101	92	Install TAMB2 (Plywood or sheetrock) (Labor Only)	\$36.14		\$36.14
102	93	Installation of displays and TV's and Mounts (Labor Only)	\$72.28		\$72.28

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104	Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.						
105	Item	Description			Labor Cost	Materials Cost	Labor & Materials total
106	RISER & TIE CABLES						
107	94	Provide & Install 12 Strand MM 50 Micron Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			\$1,522.25	\$692.39	\$2,214.64
108	95	Provide and Install Additional Footage for Line item #94 - 12 strand MM 50 Micron Fiber OSP (1 ft.). This includes aerial cable installation			\$5.07	\$1.15	\$6.22
109	96	Provide and Install 12 strand MM 50 Micron Fiber Plenum (300') ISP with Terminations on both sides. (Material & labor included)			\$1,522.25	\$733.15	\$2,255.40
110	97	Provide and Install Additional Footage for Line Item #96 - 12 strand MM 50 Micron Fiber ISP (1 ft.).			\$5.07	\$1.50	\$6.57
111	98	Provide & Install 24 Strand SM Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			\$1,339.58	\$735.25	\$2,074.83
112	99	Provide and Install Additional Footage for Line item #98 - 24 Strand SM Fiber OSP (1 ft.). This includes aerial cable installation			\$0.94	\$0.23	\$1.17
113	100	Provide and Install 24 Strand SM Fiber (300 ft.) OSP Plenum (300') ISP with Terminations on both sides. (Material & labor included)			\$1,674.48	\$865.24	\$2,539.72
114	101	Provide and Install Additional Footage for Line Item #98 - 24 Strand SM Fiber ISP (1 ft.).			\$5.58	\$0.99	\$6.57
115	102	Provide and Install 25 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			\$180.70	\$247.84	\$428.54
116	103	Provide and Install Additional Footage for line item #100 (Material & labor included)			\$1.81	\$0.45	\$2.25
117	104	Provide and Install 25 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			\$301.17	\$764.98	\$1,066.15
118	105	Provide and Install Additional Footage for line item #102 (Material & labor included)			\$3.01	\$0.87	\$3.89
119	106	Provide and Install 50 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			\$301.17	\$432.93	\$734.10
120	107	Provide and Install Additional Footage for line item #104 (Material & labor included)			\$3.01	\$0.94	\$3.95
121	108	Provide and Install 50 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			\$421.63	\$1,114.44	\$1,536.08
122	109	Provide and Install Additional Footage for line item #106 (Material & labor included)			\$4.22	\$1.59	\$5.80
123	CLOSET BUILD OUT						
124	110	Provide & Install 2RU Fiber Optic Box loaded with 1 FAP 12 LC (SM/MM) (Material & labor included)			\$30.12	\$327.89	\$358.00
125	111	Provide & Install 2RU Fiber Optic Box loaded with 2 FAP 12 LC (SM/MM) (Material & labor included)			\$24.09	\$386.40	\$410.49
126	112	Install 19" two post rack, cabinet, wall mount, etc. (labor only)			\$72.28		\$72.28
127	113	Provide & Install 24/48 port angled modular patch panel (Material and labor)			\$30.12	\$56.18	\$86.29
128	114	Install 2RU rack mounted wire management (labor only)			\$54.21		\$54.21
129	115	Install Grounding Bus Bar (labor only)			\$36.14		\$36.14
130	116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX			\$30.12	\$32.84	\$62.96
131	117	Install 10' section basket tray (labor only)			\$36.14		\$36.14
132	118	Install Cable Runway (basket) Radius Bends (labor only)			\$18.07		\$18.07
133	119	Install 10' section ladder tray (labor only)			\$36.14		\$36.14
134	120	Install Cable Runway Radius Drops (labor only)			\$18.07		\$18.07
135	121	Install Cable Runway Radius Bends (labor only)			\$18.07		\$18.07
136	122	Provide & Install 4'X4' Fire rated Plywood board Painted (Material & labor included)			\$72.28	\$91.85	\$164.13
137	123	Provide & Install 4'X8' Fire rated Plywood board Painted (Material & labor included)			\$50.60	\$133.35	\$183.95

138	ATTACHMENT A				
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140	Item	Description	Labor Cost	Materials Cost	Labor & Materials total
141	PATHWAYS				
142	124	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment (Material & labor included)	\$4.24	\$3.01	\$7.25
143	125	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment with all thread (Material & labor included)	\$15.06	\$21.04	\$36.10
144	126	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment (Material & labor included)	\$4.82	\$18.49	\$23.31
145	127	Provide & Install Cable Raceway, LD Series, 10 FT (Material & labor included)	\$30.12	\$51.75	\$81.87
146	128	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment with all thread (Material & labor included)	\$15.06	\$28.36	\$43.42
147	129	Provide and Install 1" Innerduct Plenum (100') ISP (Material & labor included)	\$192.75	\$176.00	\$368.75
148	130	Provide and Install Additional Footage for Line item #126 (Material & labor included)	\$0.72	\$1.66	\$2.38
149	131	Provide and Install 3 cell 3" Flexible Fabric Innerduct(100') OSP (Material & labor included)	\$90.35	\$319.70	\$410.05
150	132	Provide and Install 3 cell 3" Flexible Fabric Innerduct OSP Additional Footage for Line item #128 (Material & labor included)	\$0.90	\$3.20	\$4.10
151	133	QTY 1 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included	\$120.47	\$517.50	\$637.97
152	134	QTY 2 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included	\$240.93	\$621.00	\$861.93
153	135	Provide and install 1" sleeve with Nylon bushings and firestopping (Material & labor included)	\$60.23	\$27.77	\$88.00
154	136	Provide and install 2" sleeve with Nylon bushings and firestopping (Material & labor included)	\$45.18	\$89.95	\$135.12
155	137	Provide and install 4" sleeve with Nylon bushings and firestopping (Material & labor included)	\$45.18	\$132.51	\$177.69
156	138	Provide and install up to 6 D-Rings any size (Material & labor included)	\$10.06	\$6.28	\$16.34
157	139	X-Ray Slab/Side looking sonar	\$152.23	\$517.50	\$669.73
158	140	Place Pole (30')(35') (40')(QTY 1)(Material & labor included)	\$508.25	\$402.50	\$910.75
159	141	Remove Pole (30')(35') (40')(QTY 1)(Material & labor included)	\$372.48	\$86.25	\$458.73
160	142	Top Pole	\$38.06	\$0.00	\$38.06
161	MISC LABOR				
162	143	Project Management	\$79.00		\$79.00
163	144	Wreck out Removal of ISP Cable all types 2 Techs /Per HR	\$96.00		\$96.00
164	145	Lead Tech Labor	\$55.00		\$55.00
165	146	Assistance Tech Labor	\$41.00		\$41.00
166					
167	EQUIPMENT RENTALS				
168	147	35' Scissor Lift Rental W/delivery Per Day		\$495.00	\$495.00
169	148	35' Scissor Lift Rental W/delivery Per Week		\$715.00	\$715.00
170	149	Bucket Truck Usage Per Day		\$250.00	\$250.00
171					
172	PURCHASING ADDENDUM ITEMS				
173					
174	Item	Description	Labor Cost	Materials Cost	Labor & Materials total
175	PATCHING LABOR				
176	150	Copper Patch Cable Installation	\$2.50		\$2.50
177	151	Fiber Patch Cable Installation	\$3.50		\$3.50
178	152	Lead Tech Labor	\$55.00		\$55.00
179	153	Assistance Tech Labor	\$41.00		\$41.00
180	A/V SERVICES				
181	154	Audiovisual Technician	\$59.00		\$59.00
182	155	Audiovisual Lead Technician	\$85.00		\$85.00
183	156	Audiovisual Control Systems Programming - (Crestron, Extron)	\$95.00		\$95.00
184	157	Audiovisual DSP Programming and/or System Tuning - (Biamp, Symetrix, BSS, QSYS, Crestron, Shure)	\$90.00		\$90.00
185	158	Audiovisual Consultation and/or Design	\$150.00		\$150.00
186	159	Audiovisual Project Manager	\$125.00		\$125.00
187	VSS/ACS/IDS SERVICES				
188	160	Security Technician	\$85.00		\$85.00
189	161	Security Lead Technician	\$95.00		\$95.00
190	162	Security Engineer/Programmer - (Genetec)	\$110.00		\$110.00
191	163	Security Consultation and/or Design	\$200.00		\$200.00
192	164	Security Project Manager	\$125.00		\$125.00
193	SURFACE PATHWAYS				
194	165	.5" EMT (First 10')	\$45.00	\$11.50	\$56.50
195	166	.5" EMT (per foot after first 10')	\$5.00	\$1.15	\$6.15
196	167	.75" EMT (First 10')	\$55.00	\$13.80	\$68.80
197	168	.75" EMT (per foot after first 10')	\$6.25	\$1.73	\$7.98
198	169	1" EMT (First 10')	\$65.00	\$18.40	\$83.40
199	170	1" EMT (per foot after first 10')	\$7.50	\$2.30	\$9.80
200	171	2" EMT (First 10')	\$87.50	\$39.10	\$126.60
201	172	2" EMT (per foot after first 10')	\$11.63	\$4.60	\$16.23
202	173	4" EMT (First 10')	\$175.00	\$104.65	\$279.65

203	174	4" EMT (per foot after first 10')	\$26.25	\$10.35	\$36.60
204	175	.5" Rigid Conduit (First 10')	\$60.00	\$27.60	\$87.60
205	176	.5" Rigid Conduit (per foot after first 10')	\$6.25	\$2.88	\$9.13
206	177	.75" Rigid Conduit (First 10')	\$65.00	\$31.05	\$96.05
207	178	.75" Rigid Conduit (per foot after first 10')	\$7.50	\$3.45	\$10.95
208	179	1" Rigid Conduit (First 10')	\$75.00	\$47.15	\$122.15
209	180	1" Rigid Conduit (per foot after first 10')	\$8.75	\$5.18	\$13.93
210	181	2" Rigid Conduit (First 10')	\$118.75	\$92.00	\$210.75
211	182	2" Rigid Conduit (per foot after first 10')	\$12.50	\$9.20	\$21.70
212	183	4" Rigid Conduit (First 10')	\$318.75	\$276.00	\$594.75
213	184	4" Rigid Conduit (per foot after first 10')	\$3,000.00	\$3,036.00	\$6,036.00
214	185	1" or less Concrete wall penetration (up to 6" thickness)	\$250.00	\$11.50	\$261.50
215	186	1" or less Concrete wall penetration (up to 12" thickness)	\$312.50	\$23.00	\$335.50
216	187	1-2" Concrete wall penetration (up to 6" thickness)	\$250.00	\$11.50	\$261.50
217	188	1-2" Concrete wall penetration (up to 12" thickness)	\$375.00	\$23.00	\$398.00
218	189	2-4" Concrete wall penetration (up to 6" thickness)	\$437.50	\$23.00	\$460.50
219	190	2-4" Concrete wall penetration (up to 12" thickness)	\$750.00	\$46.00	\$796.00
220	191	Floor Core, 1" ID or less (up to 6" thickness)	\$250.00	\$11.50	\$261.50
221	192	Floor Core, 1" ID or less (up to 12" thickness)	\$312.50	\$23.00	\$335.50
222	193	Floor Core, 1-2" ID or less (up to 6" thickness)	\$250.00	\$11.50	\$261.50
223	194	Floor Core, 1-2" ID or less (up to 12" thickness)	\$375.00	\$23.00	\$398.00
224	195	Floor Core, 2-4" ID or less (up to 6" thickness)	\$437.50	\$23.00	\$460.50
225	196	Floor Core, 2-4" ID or less (up to 12" thickness)	\$750.00	\$46.00	\$796.00
226	197	GPR Scan	\$625.00	\$0.00	\$625.00
227	198	24" Sisscor Lift for 1-Day	\$625.00	\$0.00	\$625.00
228	199	24" Sisscor Lift for 1-Week	\$1,875.00	\$0.00	\$1,875.00
229	200	24" Sisscor Lift for 1-Month	\$2,750.00	\$0.00	\$2,750.00
230	201	29" Sisscor Lift for 1-Day	\$625.00	\$0.00	\$625.00
231	202	29" Sisscor Lift for 1-Week	\$1,875.00	\$0.00	\$1,875.00
232	203	29" Sisscor Lift for 1-Month	\$2,750.00	\$0.00	\$2,750.00
233	204	Sisscor Lift Delivery & Pick	\$375.00	\$0.00	\$375.00
234	205	Foreman Hourly Rate	\$118.75	\$0.00	\$118.75
235	206	Journeyman Hourly Rate	\$106.25	\$0.00	\$106.25
236	207	Apprentice-3 Hourly Rate	\$68.75	\$0.00	\$68.75
237	208	Apprentice-1 Hourly Rate	\$56.25	\$0.00	\$56.25
238	209	Mobilization (Small Project)	\$312.50	\$0.00	\$312.50
239	210	Mobilization (Medium Project)	\$625.00	\$0.00	\$625.00
240	211	Mobilization (Large Project)	\$1,250.00	\$0.00	\$1,250.00
241	212	DeMobilization (Small Project)	\$312.50	\$0.00	\$312.50
242	213	DeMobilization (Medium Project)	\$625.00	\$0.00	\$625.00
243	214	DeMobilization (Large Project)	\$1,250.00	\$0.00	\$1,250.00
244	215	On-Site Storage (Small Project)	\$1,250.00	\$0.00	\$1,250.00
245	216	On-Site Storage (Medium Project)	\$1,875.00	\$0.00	\$1,875.00
246	217	On-Site Storage (Large Project)	\$2,500.00	\$0.00	\$2,500.00
247	218	Tool Allowance (Small Project)	\$625.00	\$0.00	\$625.00
248	219	Tool Allowance (Medium Project)	\$937.50	\$0.00	\$937.50
249	220	Tool Allowance (Large Project)	\$1,250.00	\$0.00	\$1,250.00
250	221	Consumables (Small Project)	\$625.00	\$0.00	\$625.00
251	222	Consumables (Medium Project)	\$937.50	\$0.00	\$937.50
252	223	Consumables (Large Project)	\$1,250.00	\$0.00	\$1,250.00
253	224	General Conditions (Small Project)	\$625.00	\$0.00	\$625.00
254	225	General Conditions (Medium Project)	\$1,875.00	\$0.00	\$1,875.00
255	226	General Conditions (Large Project)	\$3,750.00	\$0.00	\$3,750.00
256	227	Overtime Multiplier (only applies to labor)	x1.5		
257	228	Afterhours Multiplier (only applies to labor)	x1.5		
258	229	Sunday & Holiday Multiplier (only applies to labor)	x2.0		
259					
260	NOTES:				
261	All materials needed to provide the items mentioned above should be priced at cost plus not to exceed 15% Project Managers will require vendor's purchase				

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
BryComm, LLC ("Contractor")
for
Structured Communications Cabling Services**

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 BryComm, LLC, having offices at 15302 Marsha St., Austin, Texas 78728, 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 RFP 5600 GAZ3000.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, RFP 5600 GAZ3000, including all documents incorporated by reference

1.1.3 BryComm, LLC's Offer, 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 Delivery. The Contractor shall deliver the services as specified in the Scope of Work.

1.4 Compensation. Payment shall be made as indicated in the Solicitation after acceptance of the goods and/or services.

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.

BryComm, LLC

CORY BRYMER

Printed Name of Authorized Person



Signature

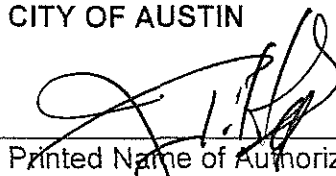
CEO & PRESIDENT

Title:

11/13/2018

Date:

CITY OF AUSTIN



Printed Name of Authorized Person

JAMES T. HOWARD

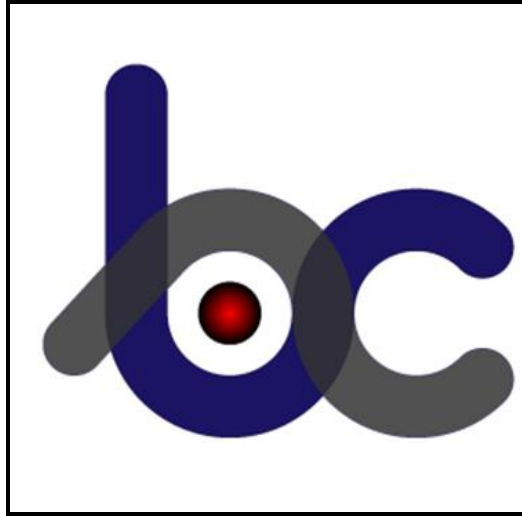
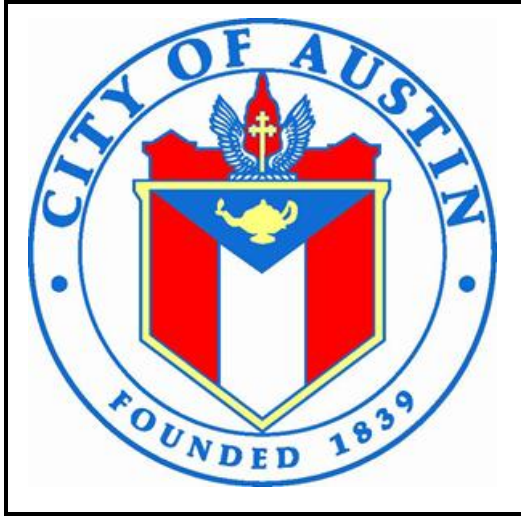
Signature

IT Board Rep

Title:

11/15/18

Date:



BryComm Response: 'Table of Contents'

Request for Proposal (RFP)
Solicitation # RFP 5600 GAZ3000
Requisition # RQM 5600 18041100429

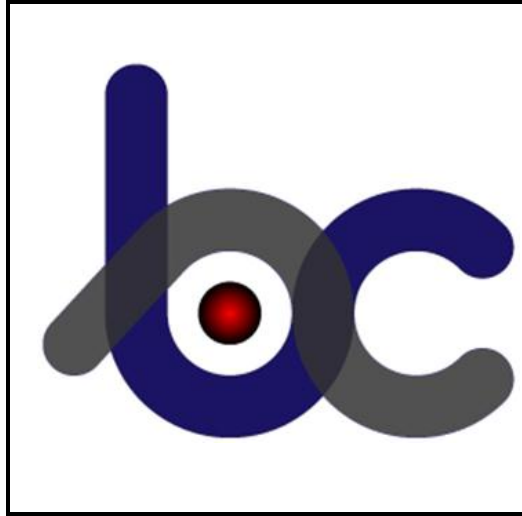
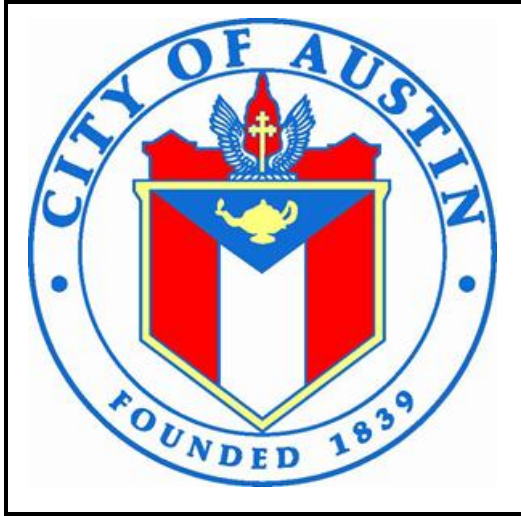
BRYCOMM, LLC
Well Connected.

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

Table of Contents

- A. Business Organization
 - a. Company Organization
 - b. Financial Viability
 - c. Bonding & Insurance
- B. System Concept and Solution
 - a. Understanding the SOW
 - b. Sample Proposal and SOW
 - c. Products and Manufacturers
 - d. Provision of Ancillary Services
 - e. Tools and Procedures
- C. Program
 - a. Quoting Process
 - b. Job Management Status
 - i. COA Work Order Tracking Sheet
 - c. Typical Documentation
 - d. Report Delivery
 - e. Progress Payments
 - f. Compliance Statement
- D. Project Management Structure
- E. Prior Experience and References
- F. Personnel
- G. Non-Collusion, Non-Conflict of Interest and Anti-Lobbying
- H. Proposal Acceptance Period
- I. Proprietary Information
- J. Authorized Negotiator
- K. Cost Proposal
- L. RFP Required Forms and Signatures
- M. MBE/WBE Compliance Plan
- N. BryComm Supplemental Attachments





Tab A – Required Submittal # 01

Business Organization

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

A. Part I – Business Organization:

- *State full name and address of your organization and identify parent company if you are a subsidiary. Submit a company organization chart with response. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.*

BryComm Response:

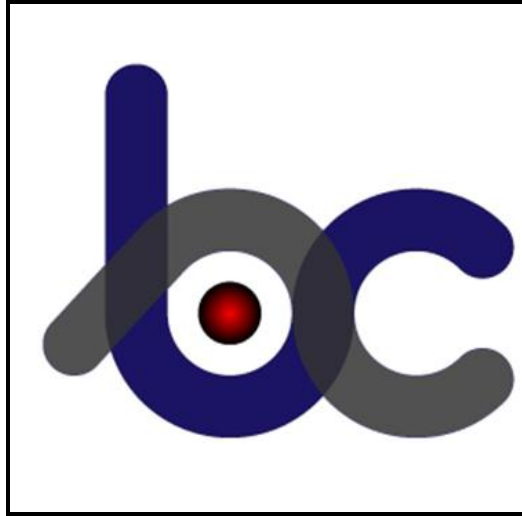
Legal Full Name: Brymer Communication Services, LLC
Company Structure: Limited Liability Company
DBA: BryComm
Parent Company: N/A, BryComm is not a subsidiary.
Date of Formation: July 21, 2008
State of Formation: Texas
File Number: 0801006369
Employer ID Number: [REDACTED]
Taxpayer Number: [REDACTED]

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

****Additional information can be found by referencing attachment #6 “BryComm Organization Chart” and attachment #08 “BryComm Info Package”.**





Tab A – Required Submittal # 02

Financial Viability

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

A. Part I – Business Organization:

- *For the purpose of evaluating financial viability, proposers shall submit a 1) if certified, the most recent company financial statements, if not certified, a set of company financial statements dated not more than thirty (30) days prior to the RFP closing date; 2) at least one complete company credit report from a major credit reporting agency dated not more than thirty (30) days from the RFP closing date*

BryComm Response:**1) CERTIFIED FINANCIAL STATEMENTS:**

Due to the extremely sensitive nature of such documentation, the certified financial statements have been provided in a separate, sealed envelope, clearly marked “BryComm, LLC, 2017 Year-End, Certified Financial Statements, CONFIDENTIAL”. An electronic version has also been included in our response, but is password protected. The password to open the electronic document will be printed on the first page of the hard copy which is submitted in the separate, sealed envelope. This information is to be used only as intended, to verify financial viability. We request and insist that this information remain confidential and is not made public by any means, including an open-records request.

2) CREDIT REPORT:

The credit report is provided, however, having reviewed specifically the criteria D&B & other reporting agencies use to make its credit recommendations, we do not believe you can obtain an accurate depiction of our financial stability based on the information you may receive from D&B or other reporting agencies, as they do not actively pursue all available information related to a company’s credit activities and financial position. Instead, they seek to aggressively monetize extremely limited and, very often, incorrect information. As such, we do not place any value on or participate in D&B’s and other reporting agencies, “pay for play” scheme. We believe that a review of our financial statements, as well as provided ‘letters of credit’ from our vendors will give you a much better picture of our financial health and credit worthiness.



Corporate Office:
11350 Old Roswell Rd, Suite 100
Alpharetta, Ga 30009



Toll Free: 888-222-8832
Fax: 770-740-2260
www.accu-tech.com

July 11, 2018

Dear Sir or Madam:

Accu-Tech Corporation® functions as a networking and wiring systems specialist distributing products for data, voice, video, and electrical applications. We provide technical assistance, product application recommendations, and system solutions to Brymer Communication Services of Pflugerville, Texas.

Accu-Tech has been working with Brymer since 2011. Brymer has a solid credit history with Accu-Tech and continue to be in good standing.

Brymer's credit line is 350k with 327k billed. Their payment terms are net 30.

If we can be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jennifer H Barger", is written over a horizontal line.

Jennifer H Barger
Regional Credit Manager

ANIXTER

11100 Metric Blvd. Suite 300
Austin | TX | 78758

July 10, 2018

Brymer Communications, Customer # 007304

RE: Credit history

Length of time doing business with: 9/25/2017

Credit limit: \$50,000

Payment terms: Net 30 terms on account

Current balance: \$32,352.69

Purchases daily: \$881.72




Steven Turkasz

11100 Metric Blvd. Suite 300

Austin | TX | 78758

Tel: 512-451-7157

steven.turkasz@anixter.com

f in t g+ 

11100 Metric Blvd. Suite 300
Austin | TX | 78758



1922 WAUKESHA DRIVE
PFLUGERVILLE, TEXAS 78660

Rhonda Look

Financial Manager

Phone 512-421-2300

Direct 512-421-2357

Fax 512-323-5722

July 10, 2018

Brymer Communications, 462695

RE: Credit history

Length of time doing business with Graybar since 2011

Credit limit: 100000 unsecured

7X this for secured business

Payment terms: Net 30 Brmyer meets those terms

Current balance: 182,935.00 which is current

Purchases daily

Excellent customer!!

Thank you,

Rhonda Look

Financial Manager



July 7th, 2018

Re: Brymer Communication Services, LLC
PlainsCapital Bank Reference

To Whom It May Concern:

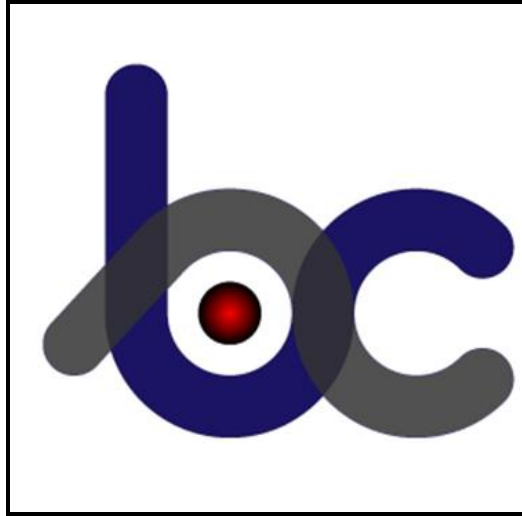
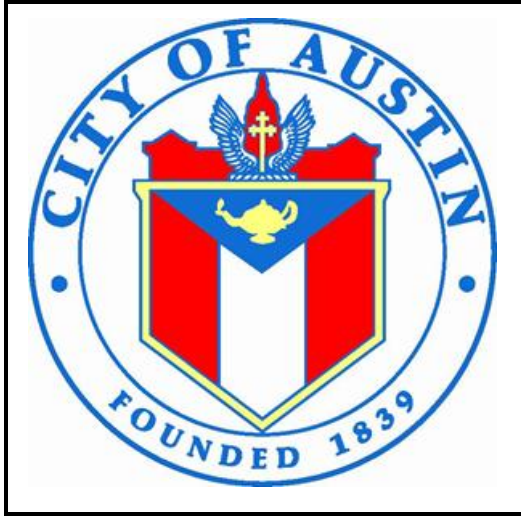
PlainsCapital Bank currently holds multiple Commercial Checking Accounts and a Revolving Line of Credit for Brymer Communication Services, LLC.

At this time, Brymer Communication has over \$2Million in credit facilities that have all performed as agreed, and unencumbered cash availability with PlainsCapital Bank totaling well over \$1Million.

Should you have any questions or need additional information regarding this customer, please feel free to contact me at 512-457-7571.

Sincerely,

Michael Ramirez
Vice President
PlainsCapital Bank
Austin Lending Group



Tab A – Required Submittal # 03

Bonding & Insurance

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

A. Part I – Business Organization:

- *Respondents must submit with the RFP response 1) a signed, letter, on company letterhead, from the respondent's insurance producer certifying that the respondent is capable of meeting the insurance requirements stated in section 0400 (SUPPLEMENTAL PURCHASE PROVISIONS (RFP); 2) a signed letter (on company letterhead) from the respondent's bonding agent certifying qualification and capability to meet the bonding requirements given in section 0400 (SUPPLEMENTAL PRUCHASE PROVISIONS (RFP).*

BryComm Response:

1) INSURANCE:

Please see attached (following) letter, as requested.

2) BONDING:

Please see attached (following) letter, as requested.





PROTECT. MANAGE. GROW.

USI Southwest
7600-B N. Capital of Texas Hwy. #200
Austin, TX 78731-1184
www.usi.biz
Phone: 512-451-7555
Fax: 512-467-0113

July 9, 2018

City of Austin
Attn: Purchasing Office
P.O. Box 1088
Austin, TX 78767

Re: Brymer Communication Services, LLC dba BryComm, LLC
Confirmation of Insurance Requirements -- Solicitation #RFP 5600 GAZ3000

To Whom It May Concern:

USI Southwest - Austin is the current insurance agent for Brymer Communication Services, LLC dba BryComm LLC. This letter is to confirm that Brymer Communication Services, LLC dba BryComm, LLC currently carries and will be able to provide the requested General Liability, Workers' Compensation/Employers Liability, and Auto Liability insurance coverages, endorsements and limits as listed within the City of Austin, Purchasing Office, Supplemental Purchase Provisions Item #3 – Insurance, of the RFP Offer Sheet.

Feel free to contact our office should you require any additional information.

Sincerely,

Cindy Ellis
Sr. Account Manager
USI Southwest – Austin
(512) 651-4164
cindy.ellis@usi.com



PROTECT. MANAGE. GROW.

USI Southwest
7600-B N. Capital of Texas Hwy. #200
Austin, TX 78731-1184
www.usi.biz
Phone: 512-451-7555
Fax: 512-467-0113

July 6, 2018

City of Austin, Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701

Re: Brymer Communication Services, LLC dba BryComm
RFP 5600 GAZ3000 – Structured Communications Cabling Service

To Whom It May Concern:

Since 2012, USI Southwest, Inc. and Continental Casualty Company have had the privilege of servicing and arranging the bonding for Brymer Communication Services, LLC dba BryComm. Brymer Communication Services, LLC dba BryComm has a bonding line of \$3,000,000 any single project and a \$7,000,000 aggregate limit program. We anticipate no problems in providing any necessary performance and payment bonds.

However, please note that the decision to issue the performance and payment bonds is a matter between Brymer Communication Services, LLC dba BryComm and Continental Casualty Company that will be subject to our standard underwriting practices at the time of the final bond request, which will include, but not limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Brymer Communication Services, LLC dba BryComm has demonstrated the highest level of quality and timely work within budget. We continue to be very confident in Brymer Communication Services, LLC dba BryComm's ability to perform and we highly recommend them for your favorable consideration.

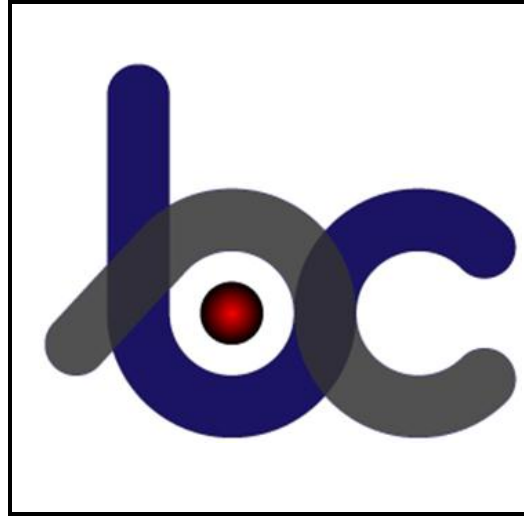
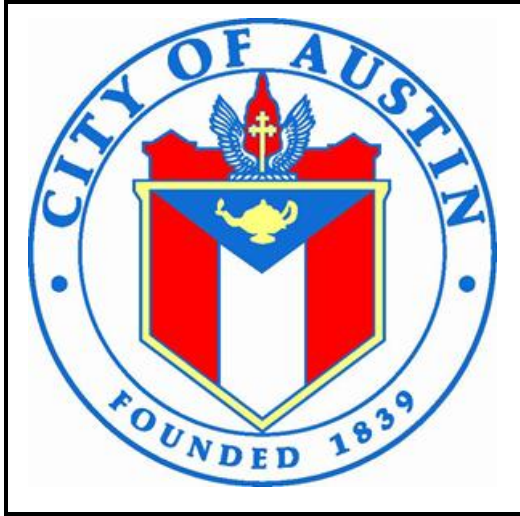
Continental Casualty Company is listed on the U.S. Department of Treasury's list of acceptable sureties with a single bond limitation of \$754,068,000. any single bond. The A.M. Best Company rating is "A" Excellent. The surety company is licensed to do business in Texas.

Should you need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Courtney J. Goulding". The signature is fluid and cursive, with the first name being the most prominent.

Courtney J. Goulding
Attorney-in-Fact



Tab B – Required Submittal # 02

Sample Proposal and SOW

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

B. Part II – System Concept and Solution:

- *City provided sample scope of work and submit a sample proposal utilizing your cost worksheet that you will be submitting in this response for evaluation.*

BryComm Response:

Please find the following BryComm sample proposal with scope of work utilizing the unit item pricing found in BryComm’s submitted cost worksheet. Also included is the sample proposed “work schedule” and sample shop-drawing. Please note all samples are based on the CoA sample project included in the RFP “Deten/Magistration Center – Sample Project.”





BRYCOMM

15302 Marsha Street Austin, TX 78728
Phone: (512) 712-4008 Fax: (512) 712-4009



Date: July 24, 2018

Bid No.: B-000 (Sample Project)

Subject: CoA MAC Contract–Detention/Magistration Ctr Reno

Send Contracts

and PO's to: Orders@BryComm.com

Estimated By: Wendell M.

Scope of Work: Renovation – Structured Cabling, Backbone, TR Build-out. Division 27 scope.

We appreciate your interest in our services and thank you for the chance to offer the following proposal:

I. DOCUMENTS:

Drawing(s):

Dated: 08/19/2012

Sheet(s): (Site unseen) Magistrate Center: Conceptual Floor Plan

Specifications:

CoA Communications Specifications – 3.0 Technical Requirements

27 05 00 Common Work Results for Communications **(Included)**
27 05 26 Grounding and Bonding for Communications **(Included)**
27 05 28 Pathways for Communications Systems **(Included)**
27 05 53 Identification for Communications Systems **(Included)**
27 08 00 Commissioning of Communications **(Included)**
27 11 00 Communications Equipment Room Fittings **(Included)**
27 13 00 Communications Backbone Cabling **(Included)**
27 15 00 Communications Horizontal Cabling **(Included)**
27 16 00 Communications Connecting Cords, Devices and Adapters **(Included)**
27 41 16 Integrated Audio-Video Systems and Equipment **(Included)**
27 51 13 Paging Systems **(Included)**

Addendum:

None.

II. SCOPE OF WORK:

[*Note: Per the *CoA Horizontal Unit Price List*, some materials referenced in this proposal are Owner-furnished with BryComm providing labor only for the installation. Materials that are labor only will be designated **OFCI** (Owner-Furnished, Contractor Installed) next to their reference below and listed under the *Exclusion* Section of this proposal for 100% clarity.]

INCLUSIONS:

Horizontal Pathways and Spaces:

1. BryComm to install in ceiling a Panduit J-Mod J-Hook cable support system to accommodate a TIA-569-D compliant pathway outside TR closets. J-Hooks to be installed in a multi-tiered fashion keeping fiber/innerduct, UTP category cable, coaxial cable, and the like, separated to preserve future capacity needs and to provide ease of installation or wreck out removal of future moves, adds, and changes.
 - a. 4 FT to 5 FT centers minimum, varying the distance between centers in order to minimize harmonic signaling.

- b. All J-hooks to be installed no lower than 6-inches from the surface of the ceiling tile to the bottom of the j-hook; Clearance from the top of the j-hook to other ceiling devices should be 12-inches if at all possible.
 - c. J-Hooks to be plenum rated and sized accordingly to maintain 40% fill-ratio. All J-hooks to maintain a minimum 25% spare capacity throughout for future growth after initial installation.
 - d. All J-hooks to be closed with hook and loop (Velcro) with structured cabling being neatly dressed and slack between J-hooks kept to a 12-inch maximum slope, midspan.
2. Horizontal pathways to include appropriate sized EMT cable penetration sleeves (2-inch, 4-inch) with plastic bushings and firestopping plugs on both ends for those sheetrock walls designated as firewalls or that go to the roof deck (Walls to Deck). Sleeves to maintain a 40% fill-ratio along with rest of the cable support pathway.
- a. Areas noted on the “*Magistrate Center Cabling Cut Sheet*” provided with this Sample Project as “Walls to Deck” are identified in the following locations (BryComm believes D-1 Data Closet should be on this “Walls to Deck” list as well):
 - i. A-1 – Sally Port (2-inch sleeve)
 - ii. C-1- Courtroom 1 (2-inch sleeve)
 - iii. C-2 – Courtroom 2 (2-inch sleeve)
 - iv. C-4 – Conf. / Flex (4-inch sleeve X 2)
 - v. C-5 – Conf. / Flex (0 sleeve)
 - vi. Judge Office 1 (2-inch sleeve)
 - vii. Judge Office 2 (2-inch sleeve)
 - b. Keeping with what’s most cost effective for the City of Austin, BryComm to consider purchasing and installing mechanical firestop sleeves (e.g. STI EZ-Paths or Hilti Speed-Sleeves) in lieu of EMT sleeves with the City’s approval.

Telecommunications Rooms/Equipment Rooms:

1. D-1 Data Closet to be built-out in accordance with the stated RFP requirements and the Division 27 11 00 specification. To consist of the following Panduit components (U.N.O.):
 - a. 1 – 45U Panduit 2-Post Rack, 84"H x 20.3"W x 3"D, #12-24, w/Concrete Anchor Kit **[OFCI]**
 - i. 36-inches of space around rack, highly preferred.
 - b. 2 – 8"D Vertical Wire Managers, Double-sided **[OFCI]**
 - c. 2 – Vertical Wire Managers Doors **[OFCI]**
 - d. 2 – 48-Port Angled Patch Panels, 2U
 - i. Panduit TG jacks in patch panels to be blue per spec.
 - e. 2 – 2U Horizontal Cable Managers **[OFCI]**
 - f. 1 – TGB Copper Busbar, 1/4" x 2" x 12" (Location in TR TBD) **[OFCI]**
 - i. 2-Hole compression crimp lugs.
 - ii. #6 AWG THHN green copper ground wire.
 - iii. 1 - Vertical rack mounting busbar **[OFCI]**
 - iv. All necessary grounding and bonding components for the TR to be furnished, installed and properly labeled per specs, including the TIA-607-C Standard. Main ground conductor to be provided by others (Typ Div 26).
 - g. 12"W CPI ladder rack and supporting accessories will be furnished and installed to meet the layout of the TR; Detail drawing (top view) of TR not provided at this time.
 - h. 14 – Sheets of 3/4"T x 4' x 8' FR-rated Plywood Backboard, A/C Grade, (2) coats FR painted on all (6) sides.
 - i. C side of plywood to wall.
 - ii. FR stamp on plywood to be visible after paint.

Backbone Fiber Cabling:

1. **1 – 24 Strand OSP (SM-OS2) loose tube fiber (OFNR)** from D-1 TR to the Main Equipment Room at Rutherford Lane. Distance provided is approx. 3,000 FT per spec, however, distance was not field verified, including no drawing to scale.
 - a. **3,000 FT – Panduit OS2, 24-S, Loose Tube OSP, OFNR (P/N: FSTN924)**
 - b. **3,000 FT – 1” White Plenum Innerduct (Carlon) w/pull string per specs.**
 - i. Additional Option: In lieu of corrugated innerduct, pulling in (1) 3”-3-Cell MaxCell if not already there in order to maximize conduit capacity for future pulls.
 - c. **2 - 2U Rack-Mount Fiber Enclosure; (1) per side.**
 - d. **2 – 6 Duplex LC fiber adapter panels; (2) per side.**
 - e. **4 – 12 Strand Fan-Out Kit.**
 - f. **48 – OptiCam LC OS2 Fiber Connectors.**
 - i. Additional Option: **4 – 12-S OS2 LC Pigtails** for Fusion splicing in lieu of individual simplex fiber connectors. (industry best practice)

Horizontal UTP Cabling:

1. Panduit CAT 6 plenum cable (P/N: PUP6C04BU-U – 250 MHz) to each location indicated on the drawings and in the “*Magistrate Center Cabling Cut Sheet*”; for a total of **89** horizontal UTP cables.
 - a. (1) CAT 6 CMP cable (blue) to each Ringer device = **1** drops
 - b. (1) CAT 6 CMP cable (blue) to exterior WAP’s = **1** drops
 - i. Industry recommends CAT 6A cable to all WAP’s per the TIA-162-A Standard.
 - c. (1) CAT 6 CMP cable (blue) to interior WAP’s = **5** drops
 - d. (4) CAT 6 CMP cable (blue) to (13) Herman Miller furniture outlets = **52** drops
 - e. (2) CAT 6 CMP cables (blue) to designated office duplex outlets = **22** drops
 - f. (2) CAT 6 CMP cables (blue) to each designated floor boxes = **8** drops
 - i. Providing Panduit Mini-Com “GFCI” Decora Module Frames for floor boxes to hold TG series jacks. (P/N: CFG2xx)
2. Each Ringer device (Wheelock UTA-1) to have (1) CAT 6 CMP data drop installed from Ringer to a 66 Block located in the D-1 TR per spec. No patch panel space or patch cords required.
3. Herman Miller modular furniture outlets to receive (4) CAT 6 CMP drops each. Per spec, LV Contractor to terminate each homerun furniture drop coming from the TR, in ceiling at one or more zone consolidation points (location TBD). LV Contractor to provide a patch cord from CP down each top feed modular furniture chase and route patch cords to furniture outlet location. LV Contractor to terminate a black Panduit CAT 6 TG jack on the end of each patch cord and snap in to a 4-port horizontal black faceplate (Panduit CFPH4BL). Ceiling side of patch cords to receive a RJ-45 (8P8C) male modular plug on ends in order to patch in to CP/patch panel and furniture outlet side to receive a CAT 6 TG jack to snap in to furniture faceplate. Moves or changes in the future to these locations will only require reworking/replacing shorter patch cords instead of re-pulling more costly homerun drops back to the TR.
4. All remaining UTP CAT 6 CMP cabling will be terminated in the D-1 TR on (2) 48 port angled patch panels per spec. Strain-relief bars to be utilized to maintain proper bend radii. Each 48 port patch panel to receive its own 2U Horizontal Cable Manager per specs.
 - a. Horizontal cabling to have a 10 FT service loop on the TR and WAO side to accommodate future moves, adds, and changes.
 - b. WAO end of each cable will be terminated utilizing black Panduit Mini-Com TG jack modules.
 - c. Panduit jack modules will snap in to faceplates (color TBD) or surface mount boxes and then be installed at the locations indicated on the drawing.

- d. Patch cords to be Panduit TX6 Plus series will be furnished at a 100% ratio quantity to total port quantity, 10 FT black patch cords on the device side and 1 FT blue patch cords on the patch panel side, per spec. Patch panel patch cords to be turned over to the CoA IT Project Manager upon completion of the work (CFOI).
 - i. **88** – 1 FT CAT 6 blue patch cords – Patch panel side
 - ii. **82** – 10 FT CAT 6 black patch cords – WAO side (excludes Ringer and WAPs)
5. BryComm to install (1) CAT 6 CMP data drop to (6) Owner-furnished wireless access point locations per drawing and specs. WAP drops to have 15 FT service loop on device end and to be installed inside a 1-port surface mount box (SMB). Five (5) interior WAP's to be Owner-furnished/Owner installed (OFOI). BryComm to install (1) Owner-furnished WAP 90" AFF on the outside of the Sally Port; conduit, back boxes and penetrations by others (Typ Div 26). Six (6) WAP locations consist of:
 - a. AP1 – Exterior, Sally Port (OFCI)
 - b. AP2 – Booking, Secure Waiting (OFOI – Cabling only)
 - c. AP3 – Staff Area, Staff Entry (OFOI – Cabling only)
 - d. AP4 – Public Vestibule, Public Entry – (OFOI – Cabling only)
 - e. AP5 – Judge's Corridor (OFOI – Cabling only)
 - f. AP6 – Judge's Corridor (OFOI – Cabling only)
6. All network cabling to be neatly dressed in a manner consistent with BICSI best practices and the TIA-568-D Standard. Network cabling and device outlets to be properly labeled according to the TIA-606-A Standard and the CoA's requirements found in Division 27 05 53. All permanent link UTP data drops to be TIA Level III certified tested using BryComm's Fluke DSX-5000 Certifier. LinkWare certification test reports to be provided to Panduit for extended manufacturer warranty purpose as well as the CoA's IT Department in BryComm's closing documents.

CATV (RG-6) Cabling:

1. BryComm to furnish and install RG-6 cable to designated CATV outlets per drawings and specs. Coax drops to be homerun from D-1 TR to outlets. Coax cable ends to have compression crimp F-Connectors (CMP) terminated on each side and labeled accordingly. F-Connectors on the WAO side to screw in to Panduit F-Series module adapter/couplers, which will snap in to a 1-port flush faceplate at the outlet locations. BryComm to return to terminate, label and test coax cables on TR side (Tap side) once installation is complete by CATV vender. Pre-terminated 10 FT RG-6 patch cord to be provide on the WAO side only.
 - a. **1** – RG-6 CMP coax drop (General Cable – 1 GHz swept tested) to TV outlets in both Break Rooms (TV1 & TV4).
 - b. **4** - Plenum rated compression crimp F-Connectors, Ideal Industries
 - c. **2** - F-Type Module, F-Connector Coupler, RG-6
 - d. **2** – 1-Port Mini-Com Panduit Faceplate (color TBD)
 - e. **2** – Pre-Terminated 10 FT black RG-6 patch cords for outlet sides.
2. In addition to RG-6 Coax outlets in TV 1 and TV 4 Break Rooms, BryComm to install Owner-furnished (OFCI) 42" HDTV displays using Owner-furnished mounting brackets. BryComm to furnished wall-mount hardware. Conduit and back boxes to be provided by others (Typ Div 26).

Install Owner-Furnished 42" Displays & Mounting Brackets w/HDMI AV Outlets:

1. BryComm to furnish and install HDMI AV outlets/cables in (5) designated areas per drawing and specs. HDMI cables to be preterminated, plenum rated, CL2, in-wall rated with 90-degree connectors for wall configurations. BryComm to provide Panduit HDMI pass-through couplers and Panduit 1/3 decora faceplates on each end with needed blank inserts. Designated areas are:

- a. A-10 – Conf / Flex (TV 2)
 - b. C-4 – Conf / Flex (TV 3)
 - c. Judge Office 1 (TV 5)
 - d. Judge Office 2 (TV 6)
 - e. C-5 – Conf / Flex (TV 7)
2. In addition to HDMI AV outlets, BryComm to install Owner-furnished (OFCI) 42” HDTV displays using Owner-furnished mounting brackets in these same (5) areas. BryComm to furnish wall-mount hardware. Conduit and back boxes to be provided by others (Typ Div 26).

Install Owner-Furnished External Speakers and Horns:

1. BryComm to install (6) Owner-furnished 8” round ceiling speakers with homerun cabling going back to D-1 TR and terminated on a 66 Block. Locations designated on drawing as S1, S2, S3, S4, S5, and S6.
 - a. Belden speaker cable - 2 conductor, 18 AWG, shielded, plenum. [OFCI]
 - b. 66 Block in TR to be labeled SPK 1, SPK, 2, etc.
 - c. Due to their fragile nature, BryComm requests a few spare ceiling tiles be made available should some be inadvertently broken during cutting or installation.
2. BryComm to install (1) Owner-furnished external speaker horn 90” AFF outside of secure unloading area (Sally Port). Location designated on drawing as H1. Speaker cabling to homerun back to D-1 TR and terminated on a 66 Block.
 - a. Belden speaker cable - 2 conductor, 18 AWG, shielded, plenum. [OFCI]
 - b. 66 Block in TR to be labeled SPK 1, SPK, 2, etc.
 - c. EMT conduit, back box, and penetration by others (Typ Div 26).

EXCLUSIONS:

1. 45U Panduit 2-Post Rack, w/Concrete Anchor Kit (Labor Only; #110 on Unit Price List; BryComm can furnish for an additional \$134.39 EA)
2. 8”D Vertical Wire Managers, Double-sided w/Doors (Labor Only; #114 on Unit Price List; BryComm can furnish for an additional \$722.80 EA)
3. 2U Horizontal Cable Managers (Labor Only; #114 on Unit Price List; BryComm can furnish for an additional \$39.36 EA)
4. Belden speaker cable - 2 conductor, 18 AWG, shielded, plenum. (Labor Only; #62 on Unit Price List; BryComm can furnish for an additional \$0.75 per FT)
5. Horizontal and Vertical PDU’s and their installation.
6. TGB Copper Busbar, 1/4" x 2" x 12" (Labor Only; #115 on Unit Price List; BryComm can furnish for an additional \$107.85 EA)
7. Vertical Rack Mounting Busbar
8. Copper backbone cabling/ties.
9. All fiber patch cords/jumpers
10. Network hardware of any kind.
11. PM Labor Time.
12. Core drilling, wire-mold raceway, conduit (EMT) runs, back boxes, pull strings, poke-thru or other such pathway devices, are excluded from this SOW/Proposal and are to be by others (Div 26).
13. Any electrical power receptacles are excluded from this SOW and to be provided by others.
14. Payment and Performance bonds are excluded in this proposal. Pricing is available upon request.

ASSUMPTIONS AND CLARIFICATIONS:

1. All copper and fiber testing and labeling are included in this SOW per plans and specs. Labeling is machine generated (Panduit EasyMark Labeling software and laser printer).
2. BryComm to provide a final network port map showing all data drop locations as they were labeled.
3. As-Build drawings to be generated and submitted with final close-out paperwork.
4. Copper and fiber certification testing and final As-Build drawings to be submitted to Panduit for extended warranty purposes. Owner's warranty certificate to come directly from manufacturer.
5. BryComm to require (10) working days to review, process, and return all customer issued contracts.
6. All work will be performed Monday through Friday, excluding holidays, during regular normal working hours. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.

PRICING SUMMARY

ITEM #	ITEM DESCRIPTION	QTY	UoM	LABOR COST	MATERIAL COST	EXTENDED TOTAL
124	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment (Material & labor included)	150	EA.	\$4.24	\$3.01	\$1,087.54
136	Provide and install 2" sleeve with Nylon bushings and firestopping (Material & labor included)	5	EA.	\$45.18	\$89.95	\$675.62
137	Provide and install 4" sleeve with Nylon bushings and firestopping (Material & labor included)	2	EA.	\$45.18	\$132.51	\$355.38
112	Install 19" two post rack, cabinet, wall mount, etc. (labor only)	1	EA.	\$72.28	\$0.00	\$72.28
114	Install 2RU rack mounted wire management (labor only)	2	EA.	\$54.21	\$0.00	\$108.42
115	Install Grounding Bus Bar (labor only)	1	EA.	\$36.14	\$0.00	\$36.14
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX	1	EA.	\$30.12	\$32.84	\$62.96
119	Install 10' section ladder tray (labor only)	3	EA.	\$36.14	\$0.00	\$108.42
123	Provide & Install 4'X8' Fire rated Plywood board Painted (Material & labor included)	14	EA.	\$50.60	\$133.35	\$2,575.24
113	Provide & Install 24/48 port angled modular patch panel (Material and labor)	2	EA.	\$30.12	\$56.18	\$172.59
3	Provide & Install Single CAT 6 Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)	59	EA.	\$88.34	\$67.21	\$9,177.58
9	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)	30	EA.	\$106.01	\$132.55	\$7,156.82
98	Provide & Install 24 Strand SM Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation	1	EA.	\$1,339.58	\$735.25	\$2,074.83
99	Provide and Install Additional Footage for Line item #98 - 24 Strand SM Fiber OSP (1 ft.). This includes aerial cable installation	2,700	FT	\$0.94	\$0.23	\$3,149.24
129	Provide and Install 1" Innerduct Plenum (100') ISP (Material & labor included)	1	EA.	\$192.75	\$176.00	\$368.75
130	Provide and Install Additional Footage for Line item #126 (Material & labor included)	2,900	FT	\$0.72	\$1.66	\$6,910.12
111	Provide & Install 2RU Fiber Optic Box loaded with 2 FAP 12 LC (SM/MM) (Material & labor included)	2	EA.	\$24.09	\$386.40	\$820.98

49	Provide & Install CATV RG6 Plenum QTY (1) (0-151ft.) (Material & labor included)	2	EA.	\$240.93	\$56.48	\$594.82
85	Provide & Install HDMI cable (1' to 60') with plates for both ends QTY (1) (Material and labor)	5	EA.	\$90.35	\$116.33	\$1,033.42
86	Install (WAP) Wireless Access Point (labor Only)	1	EA.	\$36.14	\$0.00	\$36.14
87	Install Ringer (Concrete, brick, sheetrock,etc) (labor only)	1	EA.	\$36.14	\$0.00	\$36.14
93	Installation of displays and TV's and Mounts (Labor Only)	5	EA.	\$72.28	\$0.00	\$361.40
89	Install Speaker (Drop Tile) (Labor Only)	5	EA.	\$36.14	\$0.00	\$180.70
91	Install Horn (Concrete, brick, sheetrock,etc) (Labor Only)	1	EA.	\$72.28	\$0.00	\$72.28
62	Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)	6	EA.	\$120.47	\$0.00	\$722.80
LABOR COST SUB-TOTAL:						\$19,020.28
MATERIAL COST SUB-TOTAL:						\$18,930.32
GRAND TOTAL:						\$37,950.60

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Wendell Maxey, RCDD

Director of Estimating & Preconstruction

Office: (512) 712/4008 x156

Fax: (512) 712/4009

Cell: (512) 992/5940

wendell.maxey@brycomm.com

Security License # B17431



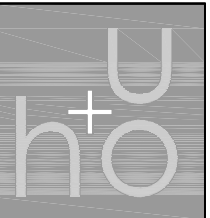
Work Schedule - CoA - Deten/Magistration Center - Sample Project

PH 1	
Horizontal Pathways and Spaces	3 Days
J-Hooks	
Conduit Sleeves	
3 Days	

PH 2	
TR Build-Out	2 Days
Backbone Fiber Cabling	1 Day
3 Days	

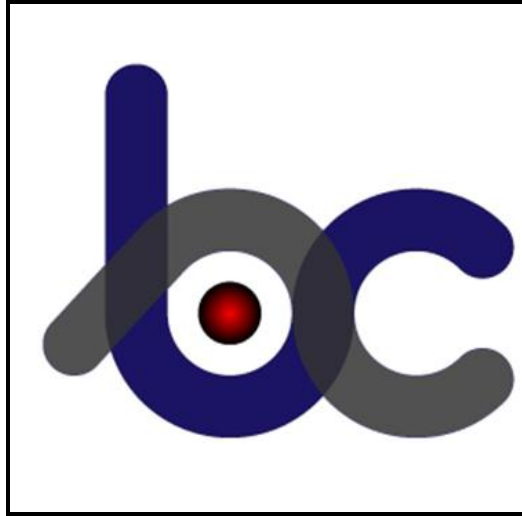
PH 3	
Horizontal UTP Cabling	3.5 Days
CATV (RG-6) Cabling	0.5 Days
OF 42" Displays & Mounts Installed	1 Day
HDMI AV Outlets Installed	1 Day
Speaker Cabling	0.5 Days
Interior Speakers Installed	1 Day
Exterior Speaker Horn Installed	0.5 Days
Final Test & Commissioning	1 Day
As-Built Drawings and Close-Out Doc Submitted	2 Days
11 Days	

17 Days



SCALE: 1/16" = 1'-0"

08.19.2012



Tab K – Required Submittal # 01

Cost Proposal

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

K. Part XI – Cost Proposal:

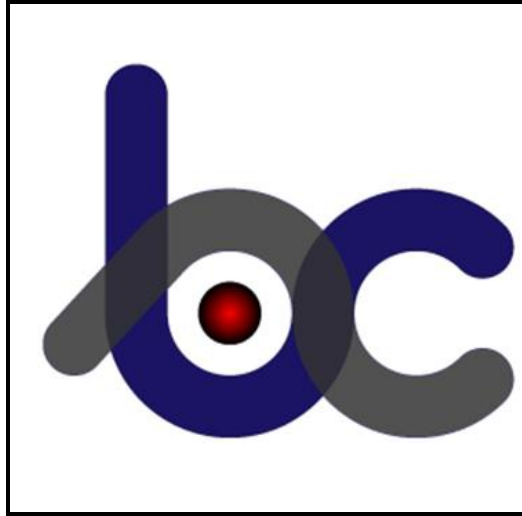
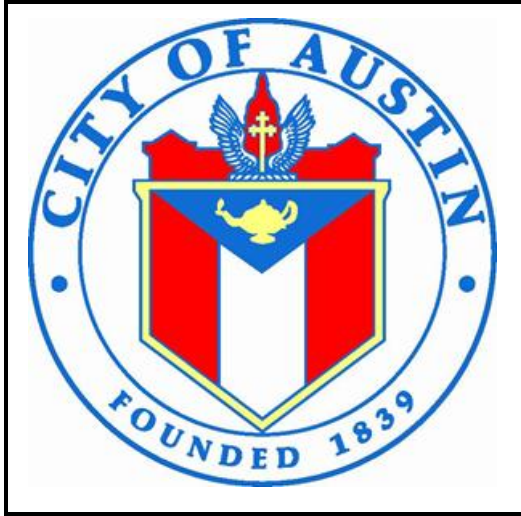
- Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. The total estimated Contract expenditure amount for the five year Contract term is \$10 million dollars. A not-to-exceed contract is contemplated, with individual Work Orders issued during the contract term as required. Each Work Order will be priced and invoiced separately.
 - Manpower. Itemize to show the following for each category of personnel with separate hourly rates. This schedule of labor rates will be used to price each issued Work Order, and will be used by the City to evaluate the Cost portion of your Proposal. At a minimum, present proposed labor rates for the following:
 - (1) Non-skilled laborers, skilled technicians, supervision, managers, design engineers, etc. fully loaded rate applied for each category of personnel. Itemize each service area described in Section 0500, 2.0

BryComm Response:

We interpret this request to provide an exact quantity of proposed hours for a determined/fixed scope of work. Since this RFP is for a MAC contract which has an undefined scope, there is no way to determine how many hours of each time will be required, therefore we can't provide exact quantities or rates related to such quantities. We have provided pricing in the requested price list, as required.

The requested "Horizontal Cabling price list" has been filled out and provided. We interpret some of the above requirements to be reflected in the "Horizontal Cabling price list" as it contains many items which meet the requests above, specifically 'category of personnel with separate hourly rates'





Tab L – Required Submittal # 01

Required RFP Forms & Signature Pages

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

L. Required RFP Forms & Signature Pages:

BryComm Response:

In order to ensure all additional required forms have been filled out and necessary signature pages have been signed, we've included all of them in this section. This includes any forms included in the RFP that required information to be provided as well as all signature pages, including all addendums.



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: Brymer Communications Services, LLC dba BryComm, LLC

Company Address: 15302 Marsha Street (Mailing: P.O. Box 220, Pflugerville, TX 78691)

City, State, Zip: Austin, TX 78728

Federal Tax ID No. -----

Printed Name of Officer or Authorized Representative: Cory Brymer

Title: President & CEO

Signature of Officer or Authorized Representative: 

Date: July 17, 2018

Email Address: cory.brymer@brycomm.com

Phone Number: 512-712-4008

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	BryComm, LLC	
Physical Address	15302 Marsha Street, Austin, TX 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	EARTC	
Physical Address	16201 Bratton Ln Austin, Texas 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	CR Electric & Supply	
Physical Address	13800 Madrone Mountain Way Austin Texas 78737	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference SheetResponding Company Name BryComm, LLC

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 | <u>Austin Community College</u> |
| Name and Title of Contact | <u>Gary Weseman - Director Network & Services</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>9101 Tuscan Way</u> |
| City, State, Zip Code | <u>Austin, Texas 78754</u> |
| Telephone Number | <u>(512) 223-1199</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>gweseman@austincc.edu</u> |
| | |
| 2. Company's Name | <u>Austin ISD</u> |
| Name and Title of Contact | <u>Jay Johnson - Telecommunications Manager</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>1949 South IH-35</u> |
| City, State, Zip Code | <u>Austin, Texas 78741</u> |
| Telephone Number | <u>(512) 414-9300</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>jjohnson5@austinisd.org</u> |
| | |
| 3. Company's Name | <u>Austin-Bergstrom International Airport</u> |
| Name and Title of Contact | <u>Dustin Miertschin, RCDD</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>3011 Employee Ave</u> |
| City, State, Zip Code | <u>Austin, Texas 78719</u> |
| Telephone Number | <u>(512) 530-6328</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>Dustin.Miertschin@austintexas.gov</u> |

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees

are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

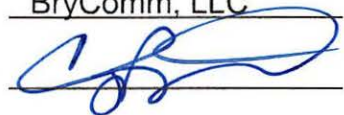
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17th day of July, 2018

CONTRACTOR

BryComm, LLC

Authorized Signature



Title

President & CEO

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Gary Garcia	BryComm	Prime	\$25.00	Lead Tech
Antonio Martinez	BryComm	Prime	\$20.50	Lead Tech
Sabino Galacia	BryComm	Prime	\$18.00	Tech II
Erick Gomez	BryComm	Prime	\$18.00	Tech II
Antonio Gomez	BryComm	Prime	\$18.00	Tech II
Pedro Martinez	BryComm	Prime	\$18.00	Tech II


- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: BryComm, LLC

Signature of Officer
or Authorized
Representative:



Date: 07/17/2018

Printed Name:

Cory Brymer

Title

President & CEO

Section 0835: Non-Resident Bidder Provisions

Company Name BryComm, LLC

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

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

Answer: Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: No Which State: _____

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

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference**Offeror Name**

BryComm, LLC

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

/

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Structured communications cabling services
Solicitation Number	RFP 5600 GAZ3000

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	5.35	%
African American		%
Hispanic		%
Asian/Native American	/	%
WBE	2.34	%

Section II — Proposer Company Information

Company Name	BryComm, LLC		
Address	15302 Marsha Street		
City, State Zip	Austin, TX 78728		
Phone	512-712-4008		
Fax	512-712-4009	E-Mail	cory.brymer@brycomm.com
Name of Contact Person	Cory Brymer, President & CEO		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>V0000036198</u> If No, please note: All vendors; Subconsultants and 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 <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Cory Brymer, President & CEO
 Name and Title of Authorized Representative

Signature

07/17/2018

Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Proposer **HAS** ☐ **HAS NOT** ☐ complied as per the City Code Chapter 2-9.4 through GFE.

Reviewing Counselor _____ Date _____

I have reviewed this Compliance Plan and have found the Proposer **COMPLIANT** ☐ **NON-COMPLIANT** ☐

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each Subconsultant listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Proposal amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If Proposer is a certified M/WBE, include participation details in the Proposer box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Proposer Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	/ %	\$	%
WBE	%	\$ 35,100.00	2.34 %
MBE	%	\$ 80,250.00	5.35 %
MBE/WBE Combined	%	\$	%
Non-Certified		\$	%
Total Subconsultant Amount		\$ 115,350.00	7.69 %
Proposer's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> N/A <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE		\$ 1,384,650.00	92.31 %

Base Proposal Amount (*Subs + Proposer amount*) \$ 1,500,000.00 100%

For SMBR Use Only:

Verified participation for each category:

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

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Section IV — Disclosure of MBE and WBE Subconsultants (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin 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	EARTC		
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	Gender/ Ethnicity: Male/Hispanic
Vendor Code	V0000030988		
Address/ City / State / Zip	16201 Bratton Lane Austin, Texas 78728		
Contact Person & Phone #	Carlos Reyes		
Fax & Email Address	512-840-1893 - carlos.reyes.1@eartc.com		
Commodity Codes	91579; CS16710		
Commodity Codes Descriptions	Telecommunications Services; Telecommunication Systems		
Amount of Subcontract	\$ 80,250.00	5.35	%

Name of MBE/WBE Certified Firm	CR Electric & Supply		
City of Austin Certification Data	<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: Female/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	n/a - snelson@crelectricsupply.com		
Commodity Codes	28029		
Commodity Codes Descriptions	Communications Cable		
Amount of Subcontract	\$ 35,100.00	2.34	%

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

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

Section V — Disclosure of Non-Certified Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

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

Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan.** The completion and submission of this form is not required if the above question is answered *Yes*.

Per the note above, our subgoals have been achieved and will not fill out the GFE information below.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
<ul style="list-style-type: none"> • Copy of written solicitation sent to MBE/WBEs in SLBP area 7 days prior to the submission of this Compliance Plan 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of advertisements placed in local publication 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of notices sent to Minority and Women organizations 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

Solicitation Name: _____

Solicitation Number: _____

Location of Pre-bid Conference (if any) _____

Response Due Date and Time: _____

[illegible]

Please contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

Revised December 2016

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ❑ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ❑ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ❑ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ❑ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ❑ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ❑ **Submit copies of written responses from all respondents to your solicitation.**
 - ❑ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ❑ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - ❑ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ❑ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
- ❑ Negotiate in good faith with interested MBEs and WBEs.
 - ❑ **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- ❑ Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- ❑ Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- ❑ Seeking the services of available minority and women community organizations (*See below*)
 - ❑ **Documentation of contacts with trade associations and Chambers of Commerce.**
- ❑ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- ❑ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - ❑ **If assistance was provided, document in log of contacts.**
- ❑ Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - ❑ **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 1 Date of Addendum: 6/25/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PRE-PROPOSAL CONFERENCE TIME AND DATE: June 27, 2018, 10:30 am

CONFERENCE CALL IN LINE: (512) 974-9300 Participant Code: 192884

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/25/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 2 Date of Addendum: 6/29/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

Appendix C, Horizontal Cabling Price List in 0500 Scope of Work is hereby replaced and the new version attached to this addendum.

The attached Cabling RFP Sample Telecom Room Layout is hereby added to 0500 Scope of Work.

II. Questions:

1. Q) Since it is Prevailing Wage, does this require certified payroll documentation also?
A) Yes. Please refer to the attached Section 0830, Prevailing Wage Contract Provisions.
2. Q) Are Payment and performance bonds required?
A) Not at this time. Please refer to page 2 of 0400, Supplemental Purchase Provisions.
3. Q) Does the 10% retainage apply to this project?
A) Yes, as per page 4 of 0400, Supplemental Purchase Provisions.
4. Q) Is this hard spec to Panduit, or can we present alternatives?
A) Yes, this is hard spec to Panduit.

III. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/29/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
HORIZONTAL CABLING				
1	Provide & Install Single CAT 6 Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
2	Provide & Install Single CAT 6 Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
3	Provide & Install Single CAT 6 Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
4	Provide & Install Single CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
5	Provide & Install Single CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
6	Provide & Install Single CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
7	Provide & Install Dual CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
8	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
9	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
10	Provide & Install Dual CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
11	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
12	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
13	Provide & Install Triple CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
14	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
15	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
16	Provide & Install Triple CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
17	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
18	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
19	Provide & Install Quad CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
20	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
21	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
22	Provide & Install Quad CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
23	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
24	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
25	Provide & Install Single CAT 6A Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
26	Provide & Install Single CAT 6A Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
27	Provide & Install Single CAT 6A Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
28	Provide & Install Single CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
29	Provide & Install Single CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
30	Provide & Install Single CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
31	Provide & Install Dual CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
32	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
33	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
34	Provide & Install Dual CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
35	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
36	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
37	Provide & Install Triple CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
38	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
39	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
40	Provide & Install Triple CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
41	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
42	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
43	Provide & Install Quad CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
44	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
45	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
46	Provide & Install Quad CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
47	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
48	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>CABLE TV</u>				
49	Provide & Install CATV RG6 Plenum QTY (1) (0-151ft.) (Material & labor included)			
50	Provide & Install CATV RG6 Plenum QTY (5 to 10) (0-151ft.) (Material & labor included)			
51	Provide & Install CATV RG6 Plenum QTY (11 to 20) (0-151ft.) (Material & labor included)			
52	Provide & Install CATV RG6 Plenum QTY (1) (151-300ft.) (Material & labor included)			
53	Provide & Install CATV RG6 Plenum QTY (5 to 10) (151-300ft.) (Material & labor included)			
54	Provide & Install CATV RG6 Plenum QTY (11 to 20) (151-300ft.) (Material & labor included)			
55	Provide & Install Single RG11 Plenum QTY (1) (1-100ft.) (Material & labor included)			
56	Provide & Install Single RG11 Plenum QTY (1) (1-200ft.) (Material & labor included)			
57	Provide & Install Single RG11 Plenum QTY (1) (1-300ft.) (Material & labor included)			
58	Provide and Install CATV Amplifier (750mhz LXII w/housing and 30 MHz reverse) (Material & labor included)			
<u>OTHER CABLES</u>				
59	Provide & Install Single Banana Cable Security QTY (1) (1-150 ft.) plenum (labor Only)		\$0.00	
60	Provide & Install Single Banana Cable Security QTY (1) (per ft.) plenum (labor Only)		\$0.00	
61	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
62	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
63	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
64	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
65	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
66	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
67	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
68	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
69	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
70	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
71	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
72	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
73	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
74	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
75	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
76	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
77	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
78	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
79	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
80	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
81	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
82	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
83	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
84	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
85	Provide & Install HDMI cable (1' to 60') with plates for both ends QTY (1) (Material and labor)			
86	Install (WAP) Wireless Access Point (labor Only)		\$0.00	
87	Install Ringer (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
88	Install Ringer Matrix (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
89	Install Speaker (Drop Tile) (Labor Only)		\$0.00	
90	Install Speaker (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
91	Install Horn (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
92	Install TAMB2 (Plywood or sheetrock) (Labor Only)		\$0.00	
93	Installation of displays and TV's and Mounts (Labor Only)		\$0.00	

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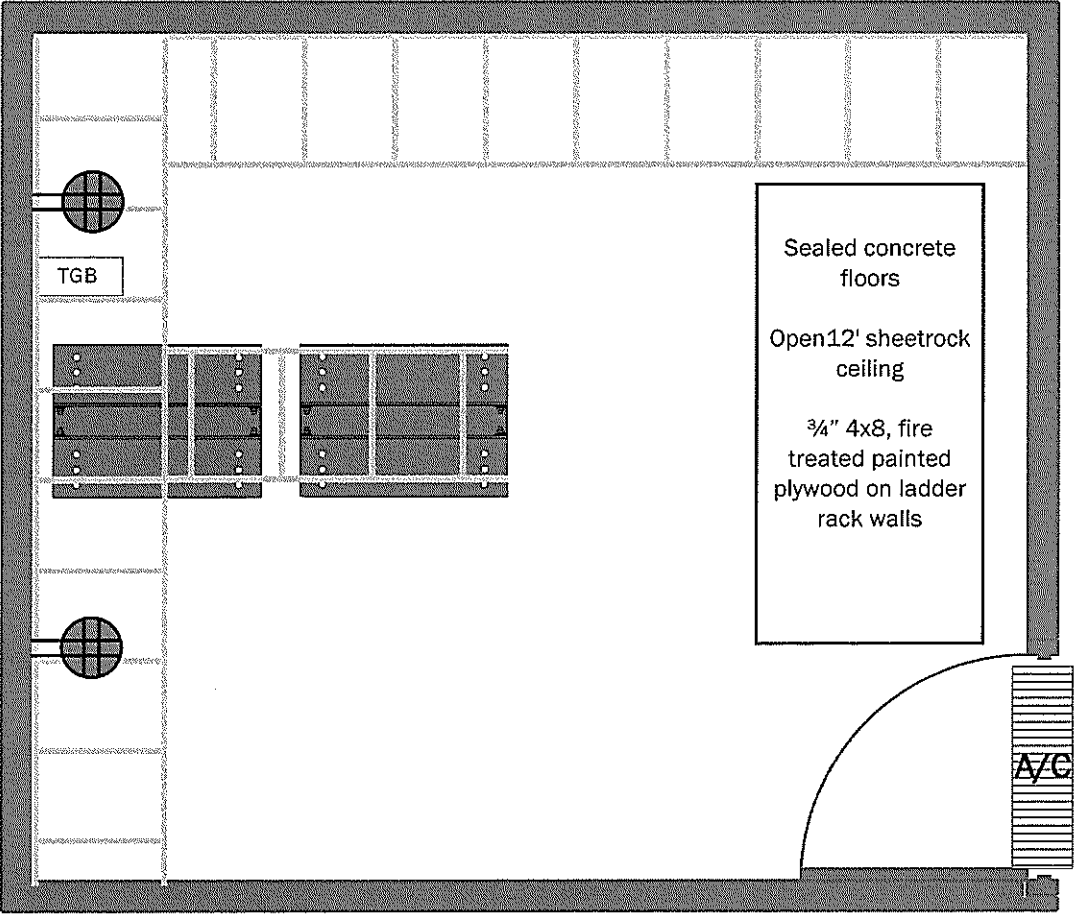
Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>RISER & TIE CABLES</u>				
94	Provide & Install 12 Strand MM 50 Micron Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
95	Provide and Install Additional Footage for Line item #94 - 12 strand MM 50 Micron Fiber OSP (1 ft.). This includes aerial cable installation			
96	Provide and Install 12 strand MM 50 Micron Fiber Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
97	Provide and Install Additional Footage for Line Item #96 - 12 strand MM 50 Micron Fiber ISP (1 ft.).			
98	Provide & Install 24 Strand SM Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
99	Provide and Install Additional Footage for Line item #98 - 24 Strand SM Fiber OSP (1 ft.). This includes aerial cable installation			
100	Provide and Install 24 Strand SM Fiber (300 ft.) OSP Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
101	Provide and Install Additional Footage for Line Item #98 - 24 Strand SM Fiber ISP (1 ft.).			
102	Provide and Install 25 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
103	Provide and Install Additional Footage for line item #100 (Material & labor included)			
104	Provide and Install 25 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
105	Provide and Install Additional Footage for line item #102 (Material & labor included)			
106	Provide and Install 50 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
107	Provide and Install Additional Footage for line item #104 (Material & labor included)			
108	Provide and Install 50 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
109	Provide and Install Additional Footage for line item #106 (Material & labor included)			
<u>CLOSET BUILD OUT</u>				
110	Provide & Install 2RU Fiber Optic Box loaded with 1 FAP 12 LC (SM/MM) (Material & labor included)			
111	Provide & Install 2RU Fiber Optic Box loaded with 2 FAP 12 LC (SM/MM) (Material & labor included)			
112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)		\$0.00	
113	Provide & Install 24/48 port patch panel (labor only)		\$0.00	
114	Provide & Install rack mounted wire management (labor only)		\$0.00	
115	Provide & Install Grounding Bus Bar (labor only)		\$0.00	
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX			
117	Provide & Install 10' section basket tray (labor only)		\$0.00	
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)		\$0.00	
119	Provide & Install 10' section ladder tray (labor only)		\$0.00	
120	Provide & Install Cable Runway Radius Drops (labor only)		\$0.00	
121	Provide & Install Cable Runway Radius Bends (labor only)		\$0.00	
122	Provide & Install 4'X4' Fire rated Plywood board Painted (Material & labor included)			
123	Provide & Install 4'X8' Fire rated Plywood board Painted (Material & labor included)			

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Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>PATHWAYS</u>				
124	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment (Material & labor included)			
125	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
126	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment (Material & labor included)			
127	Provide & Install cable raceway (Material & labor included)			
128	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
129	Provide and Install 1" Innerduct Plenum (100') ISP (Material & labor included)			
130	Provide and Install Additional Footage for Line item #126 (Material & labor included)			
131	Provide and Install 3 cell 3" Flexible Fabric Innerduct(100') OSP (Material & labor included)			
132	Provide and Install 3 cell 3" Flexible Fabric Innerduct OSP Additional Footage for Line item #128 (Material & labor included)			
133	QTY 1 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
134	QTY 2 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
135	Provide and install 1" sleeve with Nylon bushings and firestopping (Material & labor included)			
136	Provide and install 2" sleeve with Nylon bushings and firestopping (Material & labor included)			
137	Provide and install 4" sleeve with Nylon bushings and firestopping (Material & labor included)			
138	Provide and install up to 6 D-Rings any size (Material & labor included)			
139	X-Ray Slab/Side looking sonar		\$0.00	
140	Place Pole (30')(35') (40')(QTY 1)(Material & labor included)			
141	Remove Pole (30')(35') (40')(QTY 1)(Material & labor included)			
142	Top Pole			
<u>MISC LABOR</u>				
143	Project Management		\$0.00	
144	Wreck out Removal of ISP Cable all types 2 Techs /Per HR		\$0.00	
145	Lead Tech Labor		\$0.00	
146	Assistance Tech Labor		\$0.00	
<u>EQUIPMENT RENTALS</u>				
147	35' Scissor Lift Rental W/delivery Per Day		\$0.00	
148	35' Scissor Lift Rental W/delivery Per Week		\$0.00	
149	Bucket Truck Usage Per Day		\$0.00	
NOTES: A-LINE ITEMS IN YELLOW ARE TO BE USE IN EMERGENCY REPAIR SERVICES AND WITH PROJECT MANAGER APPROVAL B-LINE ITEMS IN GREEN ARE TO BE USE WITH PROJECT MANAGER APPROVAL All materials needed to provide the items mentioned above should be priced at cost plus not to exceed _____15% Project Managers will require vendor's purchase receipts in order to confirm the contractor is complying with proper markup from time to time Please see Materials & professional Services Markup Chart below.				
PROFESSIONAL SERVICES: All professional services that might be used in any project (with prior approval from the PM) will be added to the quote with a 15% markup up to \$750.00 MAX				

Cabling RFP Sample Telecom
Room Layout



WAGE RATES AND PAYROLL REPORTING

Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 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.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$14.00 minimum wage required.

1.2.2 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 OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project 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 (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 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 their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 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.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 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.

2.1.2 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 OWNER 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.

3. WITHHOLDING PAYMENTS

3.1 OWNER 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, OWNER 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 Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, 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 Wage Rate Determination(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.

4.1.4 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.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner 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.

4.3 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 Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

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

4.5 Federal Funding. In the event that federal funding is used:

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

4.5.2 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.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, 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.

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 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.

6.1.2 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.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 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 projects 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

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

Wage Rates for This Project Are Attached

END



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 3 Date of Addendum: 7/11/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

The following section is hereby stricken from the Proposal Preparation Instructions and Evaluation Factors, Section G, Part VII – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

As per the instructions on Page 3 of the Offer Sheet, Sections 0805 and 0810 are incorporated by reference.

II. Questions:

1. Q) Is there an available pre-bid meeting sign in sheet and an estimated cost for this project?
A) Please see attached sign in sheet. The estimated cost is \$1,500,000.
2. Q) Under the "Proposal Format" Section, for Part 1 – Business Organization: Under "i.", do we need to submit: *(1) Most Recent Company Financial Statements, etc....* **or** *(2) at least one complete company credit report from a major credit reporting agency, etc...* **or both**?
A) Both
3. Q) With the holiday in the middle of the response time, can there be an extension on the response due date?
A) There is not an extension of the response due date at this time.
4. Q) Under the "Evaluation Factors" section; it states that Service-Disabled Veteran Business Enterprise Preference will score 3 points if met. Can this be subcontracted to achieve the three points or does the prime respondent have to be one to meet this to achieve the three points?
A) Respondent must be certified.
5. Q) Is there a deadline for questions?

- A) Yes, as per Part One of the Supplemental Purchase Provisions, the deadline for explanations or clarifications was July 10, 2018.
6. Q) The RFP states that category 6E patch cords should be provided but the cabling is only category 6. Please clarify what is needed and what should be provided.
- A) They should match whatever the horizontal is that is being patched (Cat 5E, Cat6, Cat6A, etc.)
7. Q) In lieu of a D&B report, can credit references from vendors be provided?
- A) No, vendors must submit a company credit report as per the Proposal Preparation Instructions and Evaluation Factors.
8. Q) Can you ask if these line items below (#112-#115 & #117-#121) are “labor only” as indicated by parenthetical expression at the end of the line item, or are they supposed to be “material and labor”, since the line item description starts off by saying... “Provide and Install...”

112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)
113	Provide & Install 24/48 port patch panel (labor only)
114	Provide & Install rack mounted wire management (labor only)
115	Provide & Install Grounding Bus Bar (labor only)
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX
117	Provide & Install 10' section basket tray (labor only)
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)
119	Provide & Install 10' section ladder tray (labor only)
120	Provide & Install Cable Runway Radius Drops (labor only)
121	Provide & Install Cable Runway Radius Bends (labor only)


- A) Yes, they are “labor only.” However, patch panels is not in that category, so there will need to be materials and labor for the patch panel line item, #113.
9. Q) Please confirm on the Unit Pricing List for Line Items #1-#24 which cable type the CoA would like quoted in the 2018 MAC solicitation. Specifically, does the CoA want CAT 6 CMP or CAT 6E CMP?

UTP Horizontal

- i. CAT 6E CMP (Enhanced – 350 MHz); Panduit PUP6004BU-W or General Cable 7131800
- ii. CAT 6 CMP (Min Compliant – 250 MHz); Panduit PUP6C04BU-U or General Cable 7131900

- A) The City wants Cat 6 CMP, not Cat 6E.
10. Q) Should any project management time be included in our unit pricing or should it be considered separate and additional per the project management unit price?
- A) The project management time should be listed as a separate line item on each proposal.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/11/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 4 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: _____
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name

[Signature]
Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 5 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:


OFFER SHEET, page 1, is amended to state:

PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

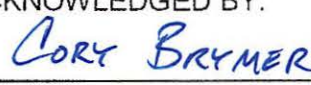
COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

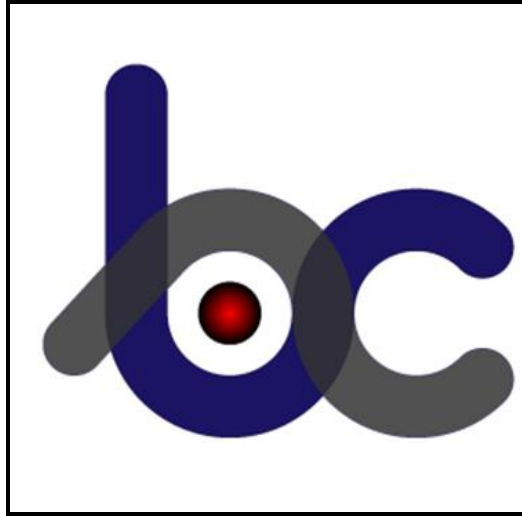
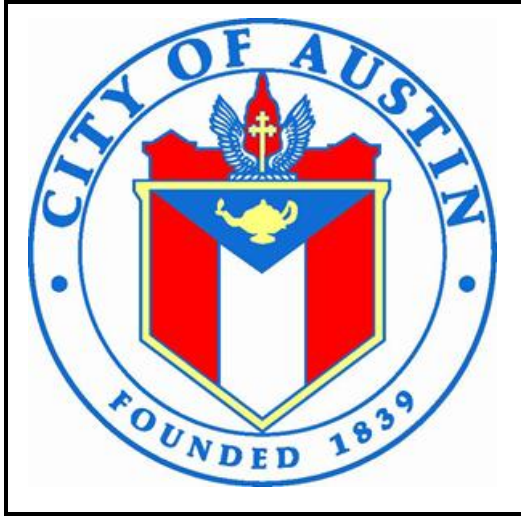
ACKNOWLEDGED BY:


Name


Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Tab L – Required Submittal # 01

Required RFP Forms & Signature Pages

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

L. Required RFP Forms & Signature Pages:

BryComm Response:

In order to ensure all additional required forms have been filled out and necessary signature pages have been signed, we've included all of them in this section. This includes any forms included in the RFP that required information to be provided as well as all signature pages, including all addendums.



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: Brymer Communications Services, LLC dba BryComm, LLC

Company Address: 15302 Marsha Street (Mailing: P.O. Box 220, Pflugerville, TX 78691)

City, State, Zip: Austin, TX 78728

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Cory Brymer

Title: President & CEO

Signature of Officer or Authorized Representative: 

Date: July 17, 2018

Email Address: cory.brymer@brycomm.com

Phone Number: 512-712-4008

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	BryComm, LLC	
Physical Address	15302 Marsha Street, Austin, TX 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	EARTC	
Physical Address	16201 Bratton Ln Austin, Texas 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	CR Electric & Supply	
Physical Address	13800 Madrone Mountain Way Austin Texas 78737	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference SheetResponding Company Name BryComm, LLC

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 | <u>Austin Community College</u> |
| Name and Title of Contact | <u>Gary Weseman - Director Network & Services</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>9101 Tuscan Way</u> |
| City, State, Zip Code | <u>Austin, Texas 78754</u> |
| Telephone Number | <u>(512) 223-1199</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>gweseman@austincc.edu</u> |
| | |
| 2. Company's Name | <u>Austin ISD</u> |
| Name and Title of Contact | <u>Jay Johnson - Telecommunications Manager</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>1949 South IH-35</u> |
| City, State, Zip Code | <u>Austin, Texas 78741</u> |
| Telephone Number | <u>(512) 414-9300</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>jjohnson5@austinisd.org</u> |
| | |
| 3. Company's Name | <u>Austin-Bergstrom International Airport</u> |
| Name and Title of Contact | <u>Dustin Miertschin, RCDD</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>3011 Employee Ave</u> |
| City, State, Zip Code | <u>Austin, Texas 78719</u> |
| Telephone Number | <u>(512) 530-6328</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>Dustin.Miertschin@austintexas.gov</u> |

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees

are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

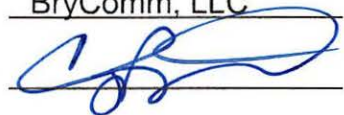
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17th day of July, 2018

CONTRACTOR

BryComm, LLC

Authorized Signature



Title

President & CEO

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Gary Garcia	BryComm	Prime	\$25.00	Lead Tech
Antonio Martinez	BryComm	Prime	\$20.50	Lead Tech
Sabino Galacia	BryComm	Prime	\$18.00	Tech II
Erick Gomez	BryComm	Prime	\$18.00	Tech II
Antonio Gomez	BryComm	Prime	\$18.00	Tech II
Pedro Martinez	BryComm	Prime	\$18.00	Tech II


- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: BryComm, LLC

Signature of Officer
or Authorized
Representative:



Date: 07/17/2018

Printed Name: Cory Brymer

Title: President & CEO

Section 0835: Non-Resident Bidder Provisions

Company Name BryComm, LLC

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

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

Answer: Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: No Which State: _____

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

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name

BryComm, LLC

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

/

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Structured communications cabling services
Solicitation Number	RFP 5600 GAZ3000

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	5.35	%
African American		%
Hispanic		%
Asian/Native American	/	%
WBE	2.34	%

Section II — Proposer Company Information

Company Name	BryComm, LLC		
Address	15302 Marsha Street		
City, State Zip	Austin, TX 78728		
Phone	512-712-4008		
Fax	512-712-4009	E-Mail	cory.brymer@brycomm.com
Name of Contact Person	Cory Brymer, President & CEO		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>V0000036198</u> If No, please note: All vendors; Subconsultants and 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 <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Cory Brymer, President & CEO
 Name and Title of Authorized Representative

Signature

07/17/2018

Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Proposer **HAS** ☐ **HAS NOT** ☐ complied as per the City Code Chapter 2-9.4 through GFE.

Reviewing Counselor _____ Date _____

I have reviewed this Compliance Plan and have found the Proposer **COMPLIANT** ☐ **NON-COMPLIANT** ☐

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each Subconsultant listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Proposal amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If Proposer is a certified M/WBE, include participation details in the Proposer box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Proposer Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	/ %	\$	%
WBE	%	\$ 35,100.00	2.34 %
MBE	%	\$ 80,250.00	5.35 %
MBE/WBE Combined	%	\$	%
Non-Certified		\$	%
Total Subconsultant Amount		\$ 115,350.00	7.69 %
Proposer's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> N/A <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE		\$ 1,384,650.00	92.31 %

Base Proposal Amount (*Subs + Proposer amount*) \$ 1,500,000.00 100%

For SMBR Use Only:

Verified participation for each category:

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

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Section IV — Disclosure of MBE and WBE Subconsultants (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin 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	EARTC		
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	Gender/ Ethnicity: Male/Hispanic
Vendor Code	V0000030988		
Address/ City / State / Zip	16201 Bratton Lane Austin, Texas 78728		
Contact Person & Phone #	Carlos Reyes		
Fax & Email Address	512-840-1893 - carlos.reyes.1@eartc.com		
Commodity Codes	91579; CS16710		
Commodity Codes Descriptions	Telecommunications Services; Telecommunication Systems		
Amount of Subcontract	\$ 80,250.00	5.35	%

Name of MBE/WBE Certified Firm	CR Electric & Supply		
City of Austin Certification Data	<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: Female/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	n/a - snelson@crelectricsupply.com		
Commodity Codes	28029		
Commodity Codes Descriptions	Communications Cable		
Amount of Subcontract	\$ 35,100.00	2.34	%

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

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

Section V — Disclosure of Non-Certified Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

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

Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan.** The completion and submission of this form is not required if the above question is answered *Yes*.

Per the note above, our subgoals have been achieved and will not fill out the GFE information below.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
<ul style="list-style-type: none"> • Copy of written solicitation sent to MBE/WBEs in SLBP area 7 days prior to the submission of this Compliance Plan 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of advertisements placed in local publication 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of notices sent to Minority and Women organizations 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ❑ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ❑ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ❑ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ❑ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ❑ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ❑ **Submit copies of written responses from all respondents to your solicitation.**
 - ❑ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ❑ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - ❑ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ❑ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
- ❑ Negotiate in good faith with interested MBEs and WBEs.
 - ❑ **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- ❑ Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- ❑ Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- ❑ Seeking the services of available minority and women community organizations (*See below*)
 - ❑ **Documentation of contacts with trade associations and Chambers of Commerce.**
- ❑ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- ❑ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - ❑ **If assistance was provided, document in log of contacts.**
- ❑ Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - ❑ **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 1 Date of Addendum: 6/25/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PRE-PROPOSAL CONFERENCE TIME AND DATE: June 27, 2018, 10:30 am

CONFERENCE CALL IN LINE: (512) 974-9300 Participant Code: 192884

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/25/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 2 Date of Addendum: 6/29/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:


Appendix C, Horizontal Cabling Price List in 0500 Scope of Work is hereby replaced and the new version attached to this addendum.

The attached Cabling RFP Sample Telecom Room Layout is hereby added to 0500 Scope of Work.

II. Questions:

1. Q) Since it is Prevailing Wage, does this require certified payroll documentation also?
A) Yes. Please refer to the attached Section 0830, Prevailing Wage Contract Provisions.
2. Q) Are Payment and performance bonds required?
A) Not at this time. Please refer to page 2 of 0400, Supplemental Purchase Provisions.
3. Q) Does the 10% retainage apply to this project?
A) Yes, as per page 4 of 0400, Supplemental Purchase Provisions.
4. Q) Is this hard spec to Panduit, or can we present alternatives?
A) Yes, this is hard spec to Panduit.

III. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/29/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
HORIZONTAL CABLING				
1	Provide & Install Single CAT 6 Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
2	Provide & Install Single CAT 6 Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
3	Provide & Install Single CAT 6 Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
4	Provide & Install Single CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
5	Provide & Install Single CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
6	Provide & Install Single CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
7	Provide & Install Dual CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
8	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
9	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
10	Provide & Install Dual CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
11	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
12	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
13	Provide & Install Triple CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
14	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
15	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
16	Provide & Install Triple CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
17	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
18	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
19	Provide & Install Quad CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
20	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
21	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
22	Provide & Install Quad CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
23	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
24	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
25	Provide & Install Single CAT 6A Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
26	Provide & Install Single CAT 6A Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
27	Provide & Install Single CAT 6A Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
28	Provide & Install Single CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
29	Provide & Install Single CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
30	Provide & Install Single CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
31	Provide & Install Dual CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
32	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
33	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
34	Provide & Install Dual CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
35	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
36	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
37	Provide & Install Triple CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
38	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
39	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
40	Provide & Install Triple CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
41	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
42	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
43	Provide & Install Quad CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
44	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
45	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
46	Provide & Install Quad CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
47	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
48	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>CABLE TV</u>				
49	Provide & Install CATV RG6 Plenum QTY (1) (0-151ft.) (Material & labor included)			
50	Provide & Install CATV RG6 Plenum QTY (5 to 10) (0-151ft.) (Material & labor included)			
51	Provide & Install CATV RG6 Plenum QTY (11 to 20) (0-151ft.) (Material & labor included)			
52	Provide & Install CATV RG6 Plenum QTY (1) (151-300ft.) (Material & labor included)			
53	Provide & Install CATV RG6 Plenum QTY (5 to 10) (151-300ft.) (Material & labor included)			
54	Provide & Install CATV RG6 Plenum QTY (11 to 20) (151-300ft.) (Material & labor included)			
55	Provide & Install Single RG11 Plenum QTY (1) (1-100ft.) (Material & labor included)			
56	Provide & Install Single RG11 Plenum QTY (1) (1-200ft.) (Material & labor included)			
57	Provide & Install Single RG11 Plenum QTY (1) (1-300ft.) (Material & labor included)			
58	Provide and Install CATV Amplifier (750mhz LXII w/housing and 30 MHz reverse) (Material & labor included)			
<u>OTHER CABLES</u>				
59	Provide & Install Single Banana Cable Security QTY (1) (1-150 ft.) plenum (labor Only)		\$0.00	
60	Provide & Install Single Banana Cable Security QTY (1) (per ft.) plenum (labor Only)		\$0.00	
61	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
62	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
63	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
64	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
65	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
66	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
67	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
68	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
69	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
70	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
71	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
72	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
73	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
74	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
75	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
76	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
77	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
78	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
79	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
80	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
81	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
82	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
83	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
84	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
85	Provide & Install HDMI cable (1' to 60') with plates for both ends QTY (1) (Material and labor)			
86	Install (WAP) Wireless Access Point (labor Only)		\$0.00	
87	Install Ringer (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
88	Install Ringer Matrix (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
89	Install Speaker (Drop Tile) (Labor Only)		\$0.00	
90	Install Speaker (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
91	Install Horn (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
92	Install TAMB2 (Plywood or sheetrock) (Labor Only)		\$0.00	
93	Installation of displays and TV's and Mounts (Labor Only)		\$0.00	

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

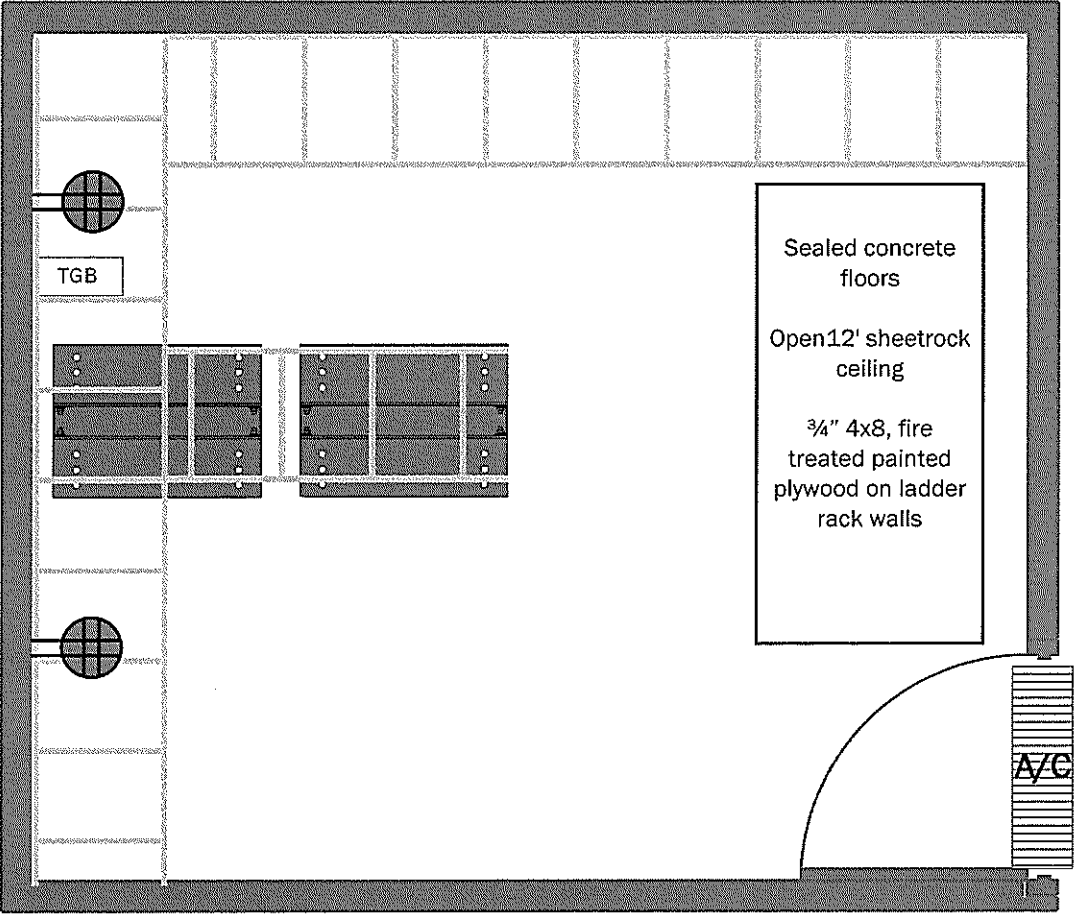
Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>RISER & TIE CABLES</u>				
94	Provide & Install 12 Strand MM 50 Micron Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
95	Provide and Install Additional Footage for Line item #94 - 12 strand MM 50 Micron Fiber OSP (1 ft.). This includes aerial cable installation			
96	Provide and Install 12 strand MM 50 Micron Fiber Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
97	Provide and Install Additional Footage for Line Item #96 - 12 strand MM 50 Micron Fiber ISP (1 ft.).			
98	Provide & Install 24 Strand SM Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
99	Provide and Install Additional Footage for Line item #98 - 24 Strand SM Fiber OSP (1 ft.). This includes aerial cable installation			
100	Provide and Install 24 Strand SM Fiber (300 ft.) OSP Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
101	Provide and Install Additional Footage for Line Item #98 - 24 Strand SM Fiber ISP (1 ft.).			
102	Provide and Install 25 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
103	Provide and Install Additional Footage for line item #100 (Material & labor included)			
104	Provide and Install 25 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
105	Provide and Install Additional Footage for line item #102 (Material & labor included)			
106	Provide and Install 50 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
107	Provide and Install Additional Footage for line item #104 (Material & labor included)			
108	Provide and Install 50 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
109	Provide and Install Additional Footage for line item #106 (Material & labor included)			
<u>CLOSET BUILD OUT</u>				
110	Provide & Install 2RU Fiber Optic Box loaded with 1 FAP 12 LC (SM/MM) (Material & labor included)			
111	Provide & Install 2RU Fiber Optic Box loaded with 2 FAP 12 LC (SM/MM) (Material & labor included)			
112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)		\$0.00	
113	Provide & Install 24/48 port patch panel (labor only)		\$0.00	
114	Provide & Install rack mounted wire management (labor only)		\$0.00	
115	Provide & Install Grounding Bus Bar (labor only)		\$0.00	
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX			
117	Provide & Install 10' section basket tray (labor only)		\$0.00	
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)		\$0.00	
119	Provide & Install 10' section ladder tray (labor only)		\$0.00	
120	Provide & Install Cable Runway Radius Drops (labor only)		\$0.00	
121	Provide & Install Cable Runway Radius Bends (labor only)		\$0.00	
122	Provide & Install 4'X4' Fire rated Plywood board Painted (Material & labor included)			
123	Provide & Install 4'X8' Fire rated Plywood board Painted (Material & labor included)			

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>PATHWAYS</u>				
124	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment (Material & labor included)			
125	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
126	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment (Material & labor included)			
127	Provide & Install cable raceway (Material & labor included)			
128	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
129	Provide and Install 1" Innerduct Plenum (100') ISP (Material & labor included)			
130	Provide and Install Additional Footage for Line item #126 (Material & labor included)			
131	Provide and Install 3 cell 3" Flexible Fabric Innerduct(100') OSP (Material & labor included)			
132	Provide and Install 3 cell 3" Flexible Fabric Innerduct OSP Additional Footage for Line item #128 (Material & labor included)			
133	QTY 1 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
134	QTY 2 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
135	Provide and install 1" sleeve with Nylon bushings and firestopping (Material & labor included)			
136	Provide and install 2" sleeve with Nylon bushings and firestopping (Material & labor included)			
137	Provide and install 4" sleeve with Nylon bushings and firestopping (Material & labor included)			
138	Provide and install up to 6 D-Rings any size (Material & labor included)			
139	X-Ray Slab/Side looking sonar		\$0.00	
140	Place Pole (30')(35') (40')(QTY 1)(Material & labor included)			
141	Remove Pole (30')(35') (40')(QTY 1)(Material & labor included)			
142	Top Pole			
<u>MISC LABOR</u>				
143	Project Management		\$0.00	
144	Wreck out Removal of ISP Cable all types 2 Techs /Per HR		\$0.00	
145	Lead Tech Labor		\$0.00	
146	Assistance Tech Labor		\$0.00	
<u>EQUIPMENT RENTALS</u>				
147	35' Scissor Lift Rental W/delivery Per Day		\$0.00	
148	35' Scissor Lift Rental W/delivery Per Week		\$0.00	
149	Bucket Truck Usage Per Day		\$0.00	
NOTES: A-LINE ITEMS IN YELLOW ARE TO BE USE IN EMERGENCY REPAIR SERVICES AND WITH PROJECT MANAGER APPROVAL B-LINE ITEMS IN GREEN ARE TO BE USE WITH PROJECT MANAGER APPROVAL All materials needed to provide the items mentioned above should be priced at cost plus not to exceed _____15% Project Managers will require vendor's purchase receipts in order to confirm the contractor is complying with proper markup from time to time Please see Materials & professional Services Markup Chart below.				
PROFESSIONAL SERVICES: All professional services that might be used in any project (with prior approval from the PM) will be added to the quote with a 15% markup up to \$750.00 MAX				

Cabling RFP Sample Telecom
Room Layout



WAGE RATES AND PAYROLL REPORTING

Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 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.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$14.00 minimum wage required.

1.2.2 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 OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project 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 (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 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 their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 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.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 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.

2.1.2 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 OWNER 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.

3. WITHHOLDING PAYMENTS

3.1 OWNER 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, OWNER 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 Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, 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 Wage Rate Determination(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.

4.1.4 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.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner 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.

4.3 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 Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

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

4.5 Federal Funding. In the event that federal funding is used:

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

4.5.2 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.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, 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.

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 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.

6.1.2 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.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 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 projects 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

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

Wage Rates for This Project Are Attached

END



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 3 Date of Addendum: 7/11/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

The following section is hereby stricken from the Proposal Preparation Instructions and Evaluation Factors, Section G, Part VII – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

As per the instructions on Page 3 of the Offer Sheet, Sections 0805 and 0810 are incorporated by reference.

II. Questions:

1. Q) Is there an available pre-bid meeting sign in sheet and an estimated cost for this project?
A) Please see attached sign in sheet. The estimated cost is \$1,500,000.
2. Q) Under the "Proposal Format" Section, for Part 1 – Business Organization: Under "i.", do we need to submit: *(1) Most Recent Company Financial Statements, etc....* **or** *(2) at least one complete company credit report from a major credit reporting agency, etc...* **or both**?
A) Both
3. Q) With the holiday in the middle of the response time, can there be an extension on the response due date?
A) There is not an extension of the response due date at this time.
4. Q) Under the "Evaluation Factors" section; it states that Service-Disabled Veteran Business Enterprise Preference will score 3 points if met. Can this be subcontracted to achieve the three points or does the prime respondent have to be one to meet this to achieve the three points?
A) Respondent must be certified.
5. Q) Is there a deadline for questions?

- A) Yes, as per Part One of the Supplemental Purchase Provisions, the deadline for explanations or clarifications was July 10, 2018.
6. Q) The RFP states that category 6E patch cords should be provided but the cabling is only category 6. Please clarify what is needed and what should be provided.
- A) They should match whatever the horizontal is that is being patched (Cat 5E, Cat6, Cat6A, etc.)
7. Q) In lieu of a D&B report, can credit references from vendors be provided?
- A) No, vendors must submit a company credit report as per the Proposal Preparation Instructions and Evaluation Factors.
8. Q) Can you ask if these line items below (#112-#115 & #117-#121) are “labor only” as indicated by parenthetical expression at the end of the line item, or are they supposed to be “material and labor”, since the line item description starts off by saying... “Provide and Install...”

112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)
113	Provide & Install 24/48 port patch panel (labor only)
114	Provide & Install rack mounted wire management (labor only)
115	Provide & Install Grounding Bus Bar (labor only)
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX
117	Provide & Install 10' section basket tray (labor only)
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)
119	Provide & Install 10' section ladder tray (labor only)
120	Provide & Install Cable Runway Radius Drops (labor only)
121	Provide & Install Cable Runway Radius Bends (labor only)


- A) Yes, they are “labor only.” However, patch panels is not in that category, so there will need to be materials and labor for the patch panel line item, #113.
9. Q) Please confirm on the Unit Pricing List for Line Items #1-#24 which cable type the CoA would like quoted in the 2018 MAC solicitation. Specifically, does the CoA want CAT 6 CMP or CAT 6E CMP?

UTP Horizontal

- i. CAT 6E CMP (Enhanced – 350 MHz); Panduit PUP6004BU-W or General Cable 7131800
- ii. CAT 6 CMP (Min Compliant – 250 MHz); Panduit PUP6C04BU-U or General Cable 7131900

- A) The City wants Cat 6 CMP, not Cat 6E.
10. Q) Should any project management time be included in our unit pricing or should it be considered separate and additional per the project management unit price?
- A) The project management time should be listed as a separate line item on each proposal.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/11/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 4 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: _____
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name

[Signature]
Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 5 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:


OFFER SHEET, page 1, is amended to state:

PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

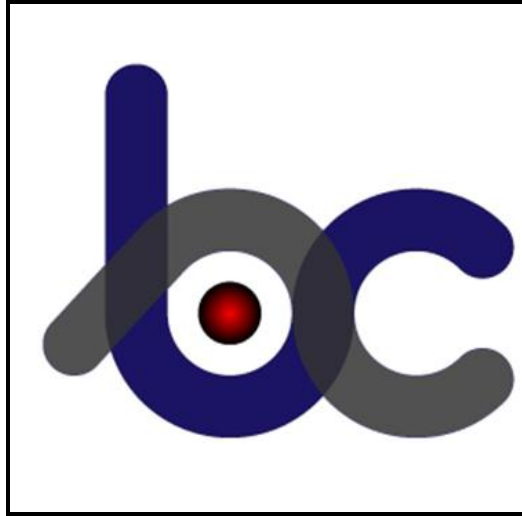
ACKNOWLEDGED BY:

CORY BRYMER
Name


Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Tab L – Required Submittal # 01

Required RFP Forms & Signature Pages

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

L. Required RFP Forms & Signature Pages:

BryComm Response:

In order to ensure all additional required forms have been filled out and necessary signature pages have been signed, we've included all of them in this section. This includes any forms included in the RFP that required information to be provided as well as all signature pages, including all addendums.



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: Brymer Communications Services, LLC dba BryComm, LLC

Company Address: 15302 Marsha Street (Mailing: P.O. Box 220, Pflugerville, TX 78691)

City, State, Zip: Austin, TX 78728

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Cory Brymer

Title: President & CEO

Signature of Officer or Authorized Representative: 

Date: July 17, 2018

Email Address: cory.brymer@brycomm.com

Phone Number: 512-712-4008

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	BryComm, LLC	
Physical Address	15302 Marsha Street, Austin, TX 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	EARTC	
Physical Address	16201 Bratton Ln Austin, Texas 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	CR Electric & Supply	
Physical Address	13800 Madrone Mountain Way Austin Texas 78737	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference SheetResponding Company Name BryComm, LLC

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 | <u>Austin Community College</u> |
| Name and Title of Contact | <u>Gary Weseman - Director Network & Services</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>9101 Tuscan Way</u> |
| City, State, Zip Code | <u>Austin, Texas 78754</u> |
| Telephone Number | <u>(512) 223-1199</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>gweseman@austincc.edu</u> |
|
 | |
| 2. Company's Name | <u>Austin ISD</u> |
| Name and Title of Contact | <u>Jay Johnson - Telecommunications Manager</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>1949 South IH-35</u> |
| City, State, Zip Code | <u>Austin, Texas 78741</u> |
| Telephone Number | <u>(512) 414-9300</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>jjohnson5@austinisd.org</u> |
|
 | |
| 3. Company's Name | <u>Austin-Bergstrom International Airport</u> |
| Name and Title of Contact | <u>Dustin Miertschin, RCDD</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>3011 Employee Ave</u> |
| City, State, Zip Code | <u>Austin, Texas 78719</u> |
| Telephone Number | <u>(512) 530-6328</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>Dustin.Miertschin@austintexas.gov</u> |

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees

are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

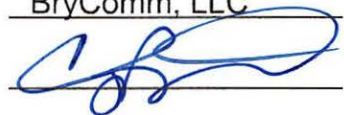
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17th day of July, 2018

CONTRACTOR

BryComm, LLC

Authorized Signature



Title

President & CEO

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Gary Garcia	BryComm	Prime	\$25.00	Lead Tech
Antonio Martinez	BryComm	Prime	\$20.50	Lead Tech
Sabino Galacia	BryComm	Prime	\$18.00	Tech II
Erick Gomez	BryComm	Prime	\$18.00	Tech II
Antonio Gomez	BryComm	Prime	\$18.00	Tech II
Pedro Martinez	BryComm	Prime	\$18.00	Tech II


- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: BryComm, LLC

Signature of Officer
or Authorized
Representative:



Date: 07/17/2018

Printed Name: Cory Brymer

Title: President & CEO

Section 0835: Non-Resident Bidder Provisions

Company Name BryComm, LLC

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

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

Answer: Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: No Which State: _____

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

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference**Offeror Name**

BryComm, LLC

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

/

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. **Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
4. **Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
5. **Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
6. **Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Structured communications cabling services
Solicitation Number	RFP 5600 GAZ3000

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	5.35	%
African American		%
Hispanic		%
Asian/Native American	/	%
WBE	2.34	%

Section II — Proposer Company Information

Company Name	BryComm, LLC		
Address	15302 Marsha Street		
City, State Zip	Austin, TX 78728		
Phone	512-712-4008		
Fax	512-712-4009	E-Mail	cory.brymer@brycomm.com
Name of Contact Person	Cory Brymer, President & CEO		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>V0000036198</u> If No, please note: All vendors; Subconsultants and 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 <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Cory Brymer, President & CEO
 Name and Title of Authorized Representative

Signature

07/17/2018

Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Proposer **HAS** ☐ **HAS NOT** ☐ complied as per the City Code Chapter 2-9.4 through GFE.

Reviewing Counselor _____ Date _____

I have reviewed this Compliance Plan and have found the Proposer **COMPLIANT** ☐ **NON-COMPLIANT** ☐

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each Subconsultant listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Proposal amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If Proposer is a certified M/WBE, include participation details in the Proposer box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Proposer Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	/ %	\$	%
WBE	%	\$ 35,100.00	2.34 %
MBE	%	\$ 80,250.00	5.35 %
MBE/WBE Combined	%	\$	%
Non-Certified		\$	%
Total Subconsultant Amount		\$ 115,350.00	7.69 %
Proposer's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> N/A <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE		\$ 1,384,650.00	92.31 %

Base Proposal Amount (*Subs + Proposer amount*) \$ 1,500,000.00 100%

For SMBR Use Only:

Verified participation for each category:

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

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Section IV — Disclosure of MBE and WBE Subconsultants (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin 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	EARTC		
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	Gender/ Ethnicity: Male/Hispanic
Vendor Code	V0000030988		
Address/ City / State / Zip	16201 Bratton Lane Austin, Texas 78728		
Contact Person & Phone #	Carlos Reyes		
Fax & Email Address	512-840-1893 - carlos.reyes.1@eartc.com		
Commodity Codes	91579; CS16710		
Commodity Codes Descriptions	Telecommunications Services; Telecommunication Systems		
Amount of Subcontract	\$ 80,250.00	5.35	%

Name of MBE/WBE Certified Firm	CR Electric & Supply		
City of Austin Certification Data	<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: Female/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	n/a - snelson@crelectricsupply.com		
Commodity Codes	28029		
Commodity Codes Descriptions	Communications Cable		
Amount of Subcontract	\$ 35,100.00	2.34	%

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

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

Section V — Disclosure of Non-Certified Subconsultants (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

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

Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan.** The completion and submission of this form is not required if the above question is answered *Yes*.

Per the note above, our subgoals have been achieved and will not fill out the GFE information below.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
<ul style="list-style-type: none"> • Copy of written solicitation sent to MBE/WBEs in SLBP area 7 days prior to the submission of this Compliance Plan 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of advertisements placed in local publication 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of notices sent to Minority and Women organizations 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ❑ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ❑ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ❑ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ❑ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ❑ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ❑ **Submit copies of written responses from all respondents to your solicitation.**
 - ❑ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ❑ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - ❑ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ❑ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
- ❑ Negotiate in good faith with interested MBEs and WBEs.
 - ❑ **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- ❑ Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- ❑ Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- ❑ Seeking the services of available minority and women community organizations (*See below*)
 - ❑ **Documentation of contacts with trade associations and Chambers of Commerce.**
- ❑ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- ❑ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - ❑ **If assistance was provided, document in log of contacts.**
- ❑ Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - ❑ **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 1 Date of Addendum: 6/25/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PRE-PROPOSAL CONFERENCE TIME AND DATE: June 27, 2018, 10:30 am

CONFERENCE CALL IN LINE: (512) 974-9300 Participant Code: 192884

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/25/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 2 Date of Addendum: 6/29/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

Appendix C, Horizontal Cabling Price List in 0500 Scope of Work is hereby replaced and the new version attached to this addendum.

The attached Cabling RFP Sample Telecom Room Layout is hereby added to 0500 Scope of Work.

II. Questions:

1. Q) Since it is Prevailing Wage, does this require certified payroll documentation also?
A) Yes. Please refer to the attached Section 0830, Prevailing Wage Contract Provisions.
2. Q) Are Payment and performance bonds required?
A) Not at this time. Please refer to page 2 of 0400, Supplemental Purchase Provisions.
3. Q) Does the 10% retainage apply to this project?
A) Yes, as per page 4 of 0400, Supplemental Purchase Provisions.
4. Q) Is this hard spec to Panduit, or can we present alternatives?
A) Yes, this is hard spec to Panduit.

III. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/29/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
HORIZONTAL CABLING				
1	Provide & Install Single CAT 6 Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
2	Provide & Install Single CAT 6 Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
3	Provide & Install Single CAT 6 Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
4	Provide & Install Single CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
5	Provide & Install Single CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
6	Provide & Install Single CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
7	Provide & Install Dual CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
8	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
9	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
10	Provide & Install Dual CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
11	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
12	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
13	Provide & Install Triple CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
14	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
15	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
16	Provide & Install Triple CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
17	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
18	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
19	Provide & Install Quad CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
20	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
21	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
22	Provide & Install Quad CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
23	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
24	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
25	Provide & Install Single CAT 6A Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
26	Provide & Install Single CAT 6A Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
27	Provide & Install Single CAT 6A Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
28	Provide & Install Single CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
29	Provide & Install Single CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
30	Provide & Install Single CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
31	Provide & Install Dual CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
32	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
33	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
34	Provide & Install Dual CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
35	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
36	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
37	Provide & Install Triple CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
38	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
39	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
40	Provide & Install Triple CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
41	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
42	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
43	Provide & Install Quad CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
44	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
45	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
46	Provide & Install Quad CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
47	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
48	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>CABLE TV</u>				
49	Provide & Install CATV RG6 Plenum QTY (1) (0-151ft.) (Material & labor included)			
50	Provide & Install CATV RG6 Plenum QTY (5 to 10) (0-151ft.) (Material & labor included)			
51	Provide & Install CATV RG6 Plenum QTY (11 to 20) (0-151ft.) (Material & labor included)			
52	Provide & Install CATV RG6 Plenum QTY (1) (151-300ft.) (Material & labor included)			
53	Provide & Install CATV RG6 Plenum QTY (5 to 10) (151-300ft.) (Material & labor included)			
54	Provide & Install CATV RG6 Plenum QTY (11 to 20) (151-300ft.) (Material & labor included)			
55	Provide & Install Single RG11 Plenum QTY (1) (1-100ft.) (Material & labor included)			
56	Provide & Install Single RG11 Plenum QTY (1) (1-200ft.) (Material & labor included)			
57	Provide & Install Single RG11 Plenum QTY (1) (1-300ft.) (Material & labor included)			
58	Provide and Install CATV Amplifier (750mhz LXII w/housing and 30 MHz reverse) (Material & labor included)			
<u>OTHER CABLES</u>				
59	Provide & Install Single Banana Cable Security QTY (1) (1-150 ft.) plenum (labor Only)		\$0.00	
60	Provide & Install Single Banana Cable Security QTY (1) (per ft.) plenum (labor Only)		\$0.00	
61	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
62	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
63	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
64	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
65	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
66	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
67	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
68	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
69	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
70	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
71	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
72	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
73	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
74	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
75	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
76	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
77	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
78	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
79	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
80	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
81	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
82	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
83	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
84	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
85	Provide & Install HDMI cable (1' to 60') with plates for both ends QTY (1) (Material and labor)			
86	Install (WAP) Wireless Access Point (labor Only)		\$0.00	
87	Install Ringer (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
88	Install Ringer Matrix (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
89	Install Speaker (Drop Tile) (Labor Only)		\$0.00	
90	Install Speaker (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
91	Install Horn (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
92	Install TAMB2 (Plywood or sheetrock) (Labor Only)		\$0.00	
93	Installation of displays and TV's and Mounts (Labor Only)		\$0.00	

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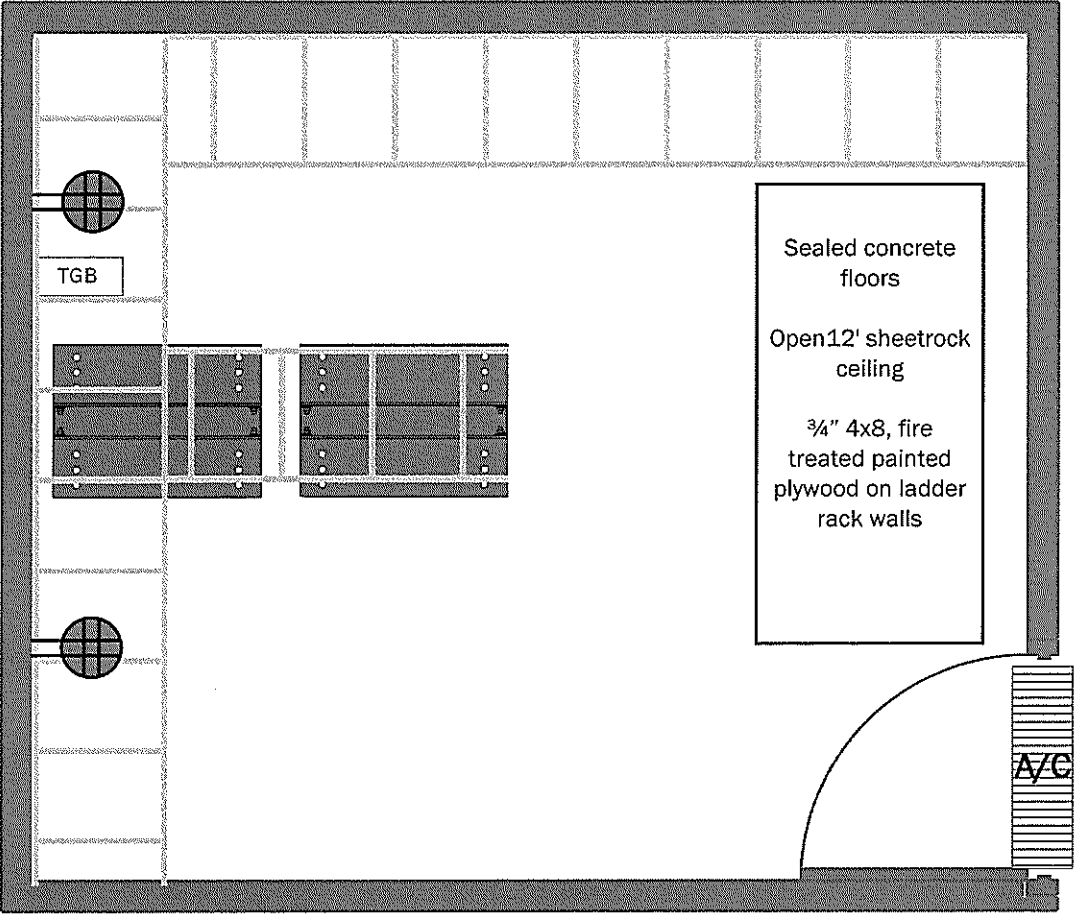
Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>RISER & TIE CABLES</u>				
94	Provide & Install 12 Strand MM 50 Micron Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
95	Provide and Install Additional Footage for Line item #94 - 12 strand MM 50 Micron Fiber OSP (1 ft.). This includes aerial cable installation			
96	Provide and Install 12 strand MM 50 Micron Fiber Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
97	Provide and Install Additional Footage for Line Item #96 - 12 strand MM 50 Micron Fiber ISP (1 ft.).			
98	Provide & Install 24 Strand SM Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
99	Provide and Install Additional Footage for Line item #98 - 24 Strand SM Fiber OSP (1 ft.). This includes aerial cable installation			
100	Provide and Install 24 Strand SM Fiber (300 ft.) OSP Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
101	Provide and Install Additional Footage for Line Item #98 - 24 Strand SM Fiber ISP (1 ft.).			
102	Provide and Install 25 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
103	Provide and Install Additional Footage for line item #100 (Material & labor included)			
104	Provide and Install 25 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
105	Provide and Install Additional Footage for line item #102 (Material & labor included)			
106	Provide and Install 50 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
107	Provide and Install Additional Footage for line item #104 (Material & labor included)			
108	Provide and Install 50 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
109	Provide and Install Additional Footage for line item #106 (Material & labor included)			
<u>CLOSET BUILD OUT</u>				
110	Provide & Install 2RU Fiber Optic Box loaded with 1 FAP 12 LC (SM/MM) (Material & labor included)			
111	Provide & Install 2RU Fiber Optic Box loaded with 2 FAP 12 LC (SM/MM) (Material & labor included)			
112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)		\$0.00	
113	Provide & Install 24/48 port patch panel (labor only)		\$0.00	
114	Provide & Install rack mounted wire management (labor only)		\$0.00	
115	Provide & Install Grounding Bus Bar (labor only)		\$0.00	
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX			
117	Provide & Install 10' section basket tray (labor only)		\$0.00	
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)		\$0.00	
119	Provide & Install 10' section ladder tray (labor only)		\$0.00	
120	Provide & Install Cable Runway Radius Drops (labor only)		\$0.00	
121	Provide & Install Cable Runway Radius Bends (labor only)		\$0.00	
122	Provide & Install 4'X4' Fire rated Plywood board Painted (Material & labor included)			
123	Provide & Install 4'X8' Fire rated Plywood board Painted (Material & labor included)			

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Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
<u>PATHWAYS</u>				
124	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment (Material & labor included)			
125	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
126	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment (Material & labor included)			
127	Provide & Install cable raceway (Material & labor included)			
128	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
129	Provide and Install 1" Innerduct Plenum (100') ISP (Material & labor included)			
130	Provide and Install Additional Footage for Line item #126 (Material & labor included)			
131	Provide and Install 3 cell 3" Flexible Fabric Innerduct(100') OSP (Material & labor included)			
132	Provide and Install 3 cell 3" Flexible Fabric Innerduct OSP Additional Footage for Line item #128 (Material & labor included)			
133	QTY 1 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
134	QTY 2 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
135	Provide and install 1" sleeve with Nylon bushings and firestopping (Material & labor included)			
136	Provide and install 2" sleeve with Nylon bushings and firestopping (Material & labor included)			
137	Provide and install 4" sleeve with Nylon bushings and firestopping (Material & labor included)			
138	Provide and install up to 6 D-Rings any size (Material & labor included)			
139	X-Ray Slab/Side looking sonar		\$0.00	
140	Place Pole (30')(35') (40')(QTY 1)(Material & labor included)			
141	Remove Pole (30')(35') (40')(QTY 1)(Material & labor included)			
142	Top Pole			
<u>MISC LABOR</u>				
143	Project Management		\$0.00	
144	Wreck out Removal of ISP Cable all types 2 Techs /Per HR		\$0.00	
145	Lead Tech Labor		\$0.00	
146	Assistance Tech Labor		\$0.00	
<u>EQUIPMENT RENTALS</u>				
147	35' Scissor Lift Rental W/delivery Per Day		\$0.00	
148	35' Scissor Lift Rental W/delivery Per Week		\$0.00	
149	Bucket Truck Usage Per Day		\$0.00	
NOTES: A-LINE ITEMS IN YELLOW ARE TO BE USE IN EMERGENCY REPAIR SERVICES AND WITH PROJECT MANAGER APPROVAL B-LINE ITEMS IN GREEN ARE TO BE USE WITH PROJECT MANAGER APPROVAL All materials needed to provide the items mentioned above should be priced at cost plus not to exceed _____15% Project Managers will require vendor's purchase receipts in order to confirm the contractor is complying with proper markup from time to time Please see Materials & professional Services Markup Chart below.				
PROFESSIONAL SERVICES: All professional services that might be used in any project (with prior approval from the PM) will be added to the quote with a 15% markup up to \$750.00 MAX				

Cabling RFP Sample Telecom
Room Layout



WAGE RATES AND PAYROLL REPORTING

Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 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.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$14.00 minimum wage required.

1.2.2 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 OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project 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 (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 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 their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 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.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 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.

2.1.2 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 OWNER 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.

3. WITHHOLDING PAYMENTS

3.1 OWNER 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, OWNER 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 Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, 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 Wage Rate Determination(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.

4.1.4 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.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner 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.

4.3 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 Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

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

4.5 Federal Funding. In the event that federal funding is used:

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

4.5.2 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.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, 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.

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 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.

6.1.2 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.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 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 projects 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

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

Wage Rates for This Project Are Attached

END



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 3 Date of Addendum: 7/11/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

The following section is hereby stricken from the Proposal Preparation Instructions and Evaluation Factors, Section G, Part VII – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

As per the instructions on Page 3 of the Offer Sheet, Sections 0805 and 0810 are incorporated by reference.

II. Questions:

1. Q) Is there an available pre-bid meeting sign in sheet and an estimated cost for this project?
A) Please see attached sign in sheet. The estimated cost is \$1,500,000.
2. Q) Under the "Proposal Format" Section, for Part 1 – Business Organization: Under "i.", do we need to submit: *(1) Most Recent Company Financial Statements, etc....* **or** *(2) at least one complete company credit report from a major credit reporting agency, etc...* **or both**?
A) Both
3. Q) With the holiday in the middle of the response time, can there be an extension on the response due date?
A) There is not an extension of the response due date at this time.
4. Q) Under the "Evaluation Factors" section; it states that Service-Disabled Veteran Business Enterprise Preference will score 3 points if met. Can this be subcontracted to achieve the three points or does the prime respondent have to be one to meet this to achieve the three points?
A) Respondent must be certified.
5. Q) Is there a deadline for questions?

- A) Yes, as per Part One of the Supplemental Purchase Provisions, the deadline for explanations or clarifications was July 10, 2018.
6. Q) The RFP states that category 6E patch cords should be provided but the cabling is only category 6. Please clarify what is needed and what should be provided.
- A) They should match whatever the horizontal is that is being patched (Cat 5E, Cat6, Cat6A, etc.)
7. Q) In lieu of a D&B report, can credit references from vendors be provided?
- A) No, vendors must submit a company credit report as per the Proposal Preparation Instructions and Evaluation Factors.
8. Q) Can you ask if these line items below (#112-#115 & #117-#121) are “labor only” as indicated by parenthetical expression at the end of the line item, or are they supposed to be “material and labor”, since the line item description starts off by saying... “Provide and Install...”

112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)
113	Provide & Install 24/48 port patch panel (labor only)
114	Provide & Install rack mounted wire management (labor only)
115	Provide & Install Grounding Bus Bar (labor only)
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX
117	Provide & Install 10' section basket tray (labor only)
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)
119	Provide & Install 10' section ladder tray (labor only)
120	Provide & Install Cable Runway Radius Drops (labor only)
121	Provide & Install Cable Runway Radius Bends (labor only)


- A) Yes, they are “labor only.” However, patch panels is not in that category, so there will need to be materials and labor for the patch panel line item, #113.
9. Q) Please confirm on the Unit Pricing List for Line Items #1-#24 which cable type the CoA would like quoted in the 2018 MAC solicitation. Specifically, does the CoA want CAT 6 CMP or CAT 6E CMP?

UTP Horizontal

- i. CAT 6E CMP (Enhanced – 350 MHz); Panduit PUP6004BU-W or General Cable 7131800
- ii. CAT 6 CMP (Min Compliant – 250 MHz); Panduit PUP6C04BU-U or General Cable 7131900

- A) The City wants Cat 6 CMP, not Cat 6E.
10. Q) Should any project management time be included in our unit pricing or should it be considered separate and additional per the project management unit price?
- A) The project management time should be listed as a separate line item on each proposal.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/11/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 4 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: _____
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

ACKNOWLEDGED BY:

CORY BREYMER
Name

[Signature]
Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 5 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:


OFFER SHEET, page 1, is amended to state:

PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

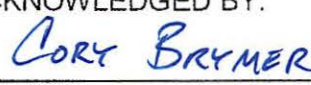
COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

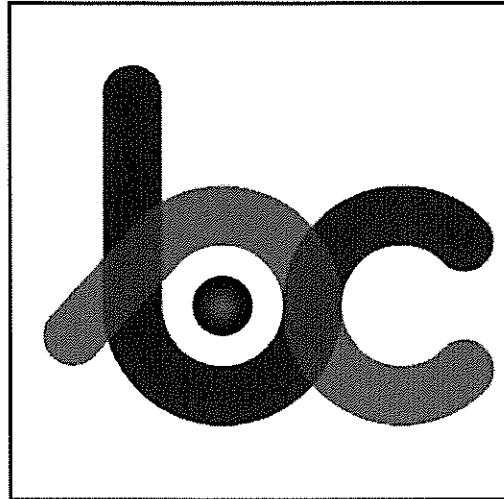
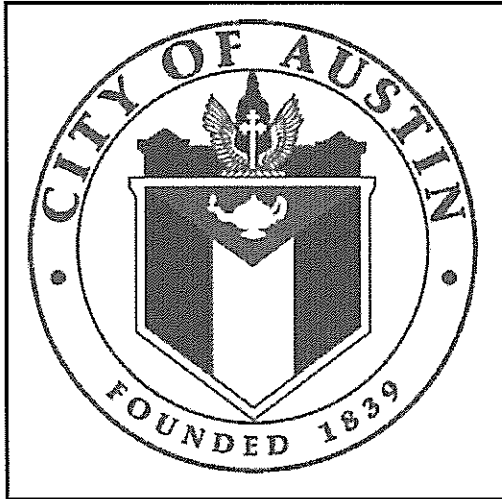
ACKNOWLEDGED BY:


Name


Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Tab L – Required Submittal # 01

Required RFP Forms & Signature Pages

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

15302 Marsha St

Austin, Texas 78728

Tel: 512/712-4008 Fax: 512/712-4009

L. Required RFP Forms & Signature Pages:

BryComm Response:

In order to ensure all additional required forms have been filled out and necessary signature pages have been signed, we've included all of them in this section. This includes any forms included in the RFP that required information to be provided as well as all signature pages, including all addendums.



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: Brymer Communications Services, LLC dba BryComm, LLC

Company Address: 15302 Marsha Street (Mailing: P.O. Box 220, Pflugerville, TX 78691)

City, State, Zip: Austin, TX 78728

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Cory Brymer

Title: President & CEO

Signature of Officer or Authorized Representative: 

Date: July 17, 2018

Email Address: cory.brymer@brycomm.com

Phone Number: 512-712-4008

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	BryComm, LLC	
Physical Address	15302 Marsha Street, Austin, TX 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	EARTC	
Physical Address	16201 Bratton Ln Austin, Texas 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	CR Electric & Supply	
Physical Address	13800 Madrone Mountain Way Austin Texas 78737	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference SheetResponding Company Name BryComm, LLC

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 | <u>Austin Community College</u> |
| Name and Title of Contact | <u>Gary Weseman - Director Network & Services</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>9101 Tuscan Way</u> |
| City, State, Zip Code | <u>Austin, Texas 78754</u> |
| Telephone Number | <u>(512) 223-1199</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>gweseman@austincc.edu</u> |
|
 | |
| 2. Company's Name | <u>Austin ISD</u> |
| Name and Title of Contact | <u>Jay Johnson - Telecommunications Manager</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>1949 South IH-35</u> |
| City, State, Zip Code | <u>Austin, Texas 78741</u> |
| Telephone Number | <u>(512) 414-9300</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>jjohnson5@austinisd.org</u> |
|
 | |
| 3. Company's Name | <u>Austin-Bergstrom International Airport</u> |
| Name and Title of Contact | <u>Dustin Miertschin, RCDD</u> |
| Project Name | <u>Moves, Adds and Changes</u> |
| Present Address | <u>3011 Employee Ave</u> |
| City, State, Zip Code | <u>Austin, Texas 78719</u> |
| Telephone Number | <u>(512) 530-6328</u> Fax Number <u>(n/a)</u> |
| Email Address | <u>Dustin.Miertschin@austintexas.gov</u> |

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees

are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN. OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

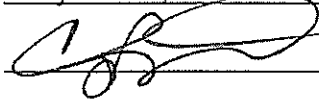
Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17th day of July, 2018

CONTRACTOR	<u>BryComm, LLC</u>
Authorized Signature	
Title	<u>President & CEO</u>

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Gary Garcia	BryComm	Prime	\$25.00	Lead Tech
Antonio Martinez	BryComm	Prime	\$20.50	Lead Tech
Sabino Galacia	BryComm	Prime	\$18.00	Tech II
Erick Gomez	BryComm	Prime	\$18.00	Tech II
Antonio Gomez	BryComm	Prime	\$18.00	Tech II
Pedro Martinez	BryComm	Prime	\$18.00	Tech II

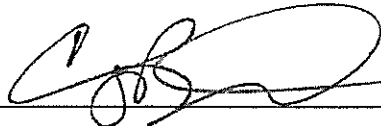
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: BryComm, LLC

Signature of Officer
or Authorized
Representative:



Date: 07/17/2018

Printed Name: Cory Brymer

Title: President & CEO

Section 0835: Non-Resident Bidder Provisions

Company Name BryComm, LLC

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

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

Answer: Resident Bidder

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

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

Answer: No Which State: _____

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

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
BryComm, LLC

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmb1search>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Structured communications cabling services
Solicitation Number	RFP 5600 GAZ3000

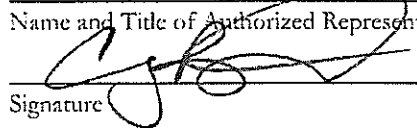
Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	5.35	%
African American		%
Hispanic		%
Asian/Native American	/	%
WBE	2.34	%

Section II — Proposer Company Information

Company Name	BryComm, LLC		
Address	15302 Marsha Street		
City, State Zip	Austin, TX 78728		
Phone	512-712-4008		
Fax	512-712-4009	E-Mail	cory.brymer@brvcomm.com
Name of Contact Person	Cory Brymer, President & CEO		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>V0000036198</u> If No, please note: All vendors; Subconsultants and 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 <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Cory Brymer, President & CEO
 Name and Title of Authorized Representative


 Signature

07/17/2018
 Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Proposer **HAS** ☐ **HAS NOT** ☐ complied as per the City Code Chapter 2-9.4 through GFL.

Reviewing Counselor _____ Date _____

I have reviewed this Compliance Plan and have found the Proposer **COMPLIANT** ☐ **NON-COMPLIANT** ☐

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each Subconsultant listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Proposal amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If Proposer is a certified M/WBE, include participation details in the Proposer box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Proposer Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	%	\$	%
WBE	%	\$ 35,100.00	2.34 %
MBE	%	\$ 80,250.00	5.35 %
MBE/WBE Combined	%	\$	%
Non-Certified		\$	%
Total Subconsultant Amount		\$ 115,350.00	7.69 %
Proposer's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> N/A <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE		\$ 1,384,650.00	92.31 %

Base Proposal Amount (*Subs + Proposer amount*) \$ 1,500,000.00 100%

For SMBR Use Only:

Verified participation for each category:

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

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Section IV — Disclosure of MBE and WBE Subconsultants (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin 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	EARTC		
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	Gender/ Ethnicity: Male/Hispanic
Vendor Code	V0000030988		
Address/ City / State / Zip	16201 Bratton Lane Austin, Texas 78728		
Contact Person & Phone #	Carlos Reyes		
Fax & Email Address	512-840-1893 - carlos.reyes.1@eartc.com		
Commodity Codes	91579; CS16710		
Commodity Codes Descriptions	Telecommunications Services; Telecommunication Systems		
Amount of Subcontract	\$ 80,250.00	5.35	%

Name of MBE/WBE Certified Firm	CR Electric & Supply		
City of Austin Certification Data	<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: Female/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	n/a - snelson@crelectricsupply.com		
Commodity Codes	28029		
Commodity Codes Descriptions	Comunications Cable		
Amount of Subcontract	\$ 35,100.00	2.34	%

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

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

Section V — Disclosure of Non-Certified Subconsultants (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

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

Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan**. The completion and submission of this form is not required if the above question is answered *Yes*.

Per the note above, our subgoals have been achieved and will not fill out the GFE information below.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 days prior to the submission of this Compliance Plan	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of advertisements placed in local publication	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

LETTER TO POTENTIAL SUBCONSULTANTS

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

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

 Response Due Date and Time: _____

This Project Includes the Following Scopes of Work:

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

Please contact: _____ at _____ or _____
 (Name) (Telephone) (Fax)

All Responses MUST be received by: _____

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ❑ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ❑ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ❑ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ❑ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ❑ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ❑ **Submit copies of written responses from all respondents to your solicitation.**
 - ❑ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ❑ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - ❑ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ❑ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
- ❑ Negotiate in good faith with interested MBEs and WBEs.
 - ❑ **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- ❑ Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- ❑ Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- ❑ Seeking the services of available minority and women community organizations (*See below*)
 - ❑ **Documentation of contacts with trade associations and Chambers of Commerce.**
- ❑ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- ❑ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - ❑ **If assistance was provided, document in log of contacts.**
- ❑ Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - ❑ **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE



ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP 5600 GAZ3000 Addendum No: 1 Date of Addendum: 6/25/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PRE-PROPOSAL CONFERENCE TIME AND DATE: June 27, 2018, 10:30 am

CONFERENCE CALL IN LINE: (512) 974-9300 Participant Code: 192884

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/25/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 2 Date of Addendum: 6/29/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

Appendix C, Horizontal Cabling Price List in 0500 Scope of Work is hereby replaced and the new version attached to this addendum.

The attached Cabling RFP Sample Telecom Room Layout is hereby added to 0500 Scope of Work.

II. Questions:

1. Q) Since it is Prevailing Wage, does this require certified payroll documentation also?

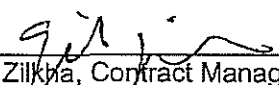
 A) Yes. Please refer to the attached Section 0830, Prevailing Wage Contract Provisions.
2. Q) Are Payment and performance bonds required?

 A) Not at this time. Please refer to page 2 of 0400, Supplemental Purchase Provisions.
3. Q) Does the 10% retainage apply to this project?

 A) Yes, as per page 4 of 0400, Supplemental Purchase Provisions.
4. Q) Is this hard spec to Panduit, or can we present alternatives?

 A) Yes, this is hard spec to Panduit.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

6/29/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name


Authorized Signature

7/16/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

City of Austin
Horizontal Cabling price list

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
HORIZONTAL CABLING				
1	Provide & Install Single CAT 6 Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
2	Provide & Install Single CAT 6 Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
3	Provide & Install Single CAT 6 Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
4	Provide & Install Single CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
5	Provide & Install Single CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
6	Provide & Install Single CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
7	Provide & Install Dual CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
8	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
9	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
10	Provide & Install Dual CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
11	Provide & Install Dual CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
12	Provide & Install Dual CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
13	Provide & Install Triple CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
14	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
15	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
16	Provide & Install Triple CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
17	Provide & Install Triple CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
18	Provide & Install Triple CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
19	Provide & Install Quad CAT 6 Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
20	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
21	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
22	Provide & Install Quad CAT 6 Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
23	Provide & Install Quad CAT 6 Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
24	Provide & Install Quad CAT 6 Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
25	Provide & Install Single CAT 6A Drop QTY (1) (0-150 ft.) plenum (Material & labor included)			
26	Provide & Install Single CAT 6A Drop QTY (5 to 10) (0-150 ft.) plenum (Material & labor included)			
27	Provide & Install Single CAT 6A Drop QTY (11 to 20) (0-150 ft.) plenum (Material & labor included)			
28	Provide & Install Single CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
29	Provide & Install Single CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
30	Provide & Install Single CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
31	Provide & Install Dual CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
32	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
33	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
34	Provide & Install Dual CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
35	Provide & Install Dual CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
36	Provide & Install Dual CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
37	Provide & Install Triple CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
38	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
39	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
40	Provide & Install Triple CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
41	Provide & Install Triple CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
42	Provide & Install Triple CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			
43	Provide & Install Quad CAT 6A Drop QTY (1) (0-151 ft.) plenum (Material & labor included)			
44	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (0-151 ft.) plenum (Material & labor included)			
45	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (0-151 ft.) plenum (Material & labor included)			
46	Provide & Install Quad CAT 6A Drop QTY (1) (151-300 ft.) plenum (Material & labor included)			
47	Provide & Install Quad CAT 6A Drop QTY (5 to 10) (151-300 ft.) plenum (Material & labor included)			
48	Provide & Install Quad CAT 6A Drop QTY (11 to 20) (151-300 ft.) plenum (Material & labor included)			

City of Austin
Horizontal Cabling price list

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
CABLE TV				
49	Provide & Install CATV RG6 Plenum QTY (1) (0-151ft.) (Material & labor included)			
50	Provide & Install CATV RG6 Plenum QTY (5 to 10) (0-151ft.) (Material & labor included)			
51	Provide & Install CATV RG6 Plenum QTY (11 to 20) (0-151ft.) (Material & labor included)			
52	Provide & Install CATV RG6 Plenum QTY (1) (151-300ft.) (Material & labor included)			
53	Provide & Install CATV RG6 Plenum QTY (5 to 10) (151-300ft.) (Material & labor included)			
54	Provide & Install CATV RG6 Plenum QTY (11 to 20) (151-300ft.) (Material & labor included)			
55	Provide & Install Single RG11 Plenum QTY (1) (1-100ft.) (Material & labor included)			
56	Provide & Install Single RG11 Plenum QTY (1) (1-200ft.) (Material & labor included)			
57	Provide & Install Single RG11 Plenum QTY (1) (1-300ft.) (Material & labor included)			
58	Provide and Install CATV Amplifier (750mhz LXII w/housing and 30 MHz reverse) (Material & labor included)			
OTHER CABLES				
59	Provide & Install Single Banana Cable Security QTY (1) (1-150 ft.) plenum (labor Only)		\$0.00	
60	Provide & Install Single Banana Cable Security QTY (1) (per ft.) plenum (labor Only)		\$0.00	
61	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
62	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
63	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
64	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
65	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
66	Provide & Install Single Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
67	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
68	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
69	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
70	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
71	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
72	Provide & Install Double Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
73	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
74	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
75	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
76	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
77	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
78	Provide & Install Triple Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
79	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (0-150 ft.) plenum (labor Only)		\$0.00	
80	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (0-150 ft.) plenum (labor Only)		\$0.00	
81	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (0-150 ft.) plenum (labor Only)		\$0.00	
82	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (1) (151-300 ft.) plenum (labor Only)		\$0.00	
83	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (5 to 10) (151-300 ft.) plenum (labor Only)		\$0.00	
84	Provide & Install Quad Cable Drop less than 6 conductors any gauge QTY (11 to 20) (151-300 ft.) plenum (labor Only)		\$0.00	
85	Provide & Install HDMI cable (1' to 60') with plates for both ends QTY (1) (Material and labor)			
86	Install (WAP) Wireless Access Point (labor Only)		\$0.00	
87	Install Ringer (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
88	Install Ringer Matrix (Concrete, brick, sheetrock,etc) (labor only)		\$0.00	
89	Install Speaker (Drop Tile) (Labor Only)		\$0.00	
90	Install Speaker (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
91	Install Horn (Concrete, brick, sheetrock,etc) (Labor Only)		\$0.00	
92	Install TAMB2 (Plywood or sheetrock) (Labor Only)		\$0.00	
93	Installation of displays and TV's and Mounts (Labor Only)		\$0.00	

City of Austin
Horizontal Cabling price list

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
RISER & TIE CABLES				
94	Provide & Install 12 Strand MM 50 Micron Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
95	Provide and Install Additional Footage for Line item #94 - 12 strand MM 50 Micron Fiber OSP (1 ft.). This includes aerial cable installation			
96	Provide and Install 12 strand MM 50 Micron Fiber Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
97	Provide and Install Additional Footage for Line Item #96 - 12 strand MM 50 Micron Fiber ISP (1 ft.).			
98	Provide & Install 24 Strand SM Fiber (300 ft.) OSP (Material & labor included) ST/SC/LC Terminations on both sides. This includes aerial cable installation			
99	Provide and Install Additional Footage for Line item #98 - 24 Strand SM Fiber OSP (1 ft.). This includes aerial cable installation			
100	Provide and Install 24 Strand SM Fiber (300 ft.) OSP Plenum (300') ISP with Terminations on both sides. (Material & labor included)			
101	Provide and Install Additional Footage for Line Item #98 - 24 Strand SM Fiber ISP (1 ft.).			
102	Provide and Install 25 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
103	Provide and Install Additional Footage for line item #100 (Material & labor included)			
104	Provide and Install 25 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
105	Provide and Install Additional Footage for line item #102 (Material & labor included)			
106	Provide and Install 50 pair Cat 3 Riser (100') with terminations (Material & labor included) This includes the cabling with terminations on a 66 block on one end and terminations of 1pair per port on a 24 port patch panel on the other.			
107	Provide and Install Additional Footage for line item #104 (Material & labor included)			
108	Provide and Install 50 pair Cat 3 OSP (100') (Material & labor included) This includes the cabling with terminations on a 66 block Lightning Protection on both ends.			
109	Provide and Install Additional Footage for line item #106 (Material & labor included)			
CLOSET BUILD OUT				
110	Provide & Install 2RU Fiber Optic Box loaded with 1 FAP 12 LC (SM/MM) (Material & labor included)			
111	Provide & Install 2RU Fiber Optic Box loaded with 2 FAP 12 LC (SM/MM) (Material & labor included)			
112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)		\$0.00	
113	Provide & Install 24/48 port patch panel (labor only)		\$0.00	
114	Provide & Install rack mounted wire management (labor only)		\$0.00	
115	Provide & Install Grounding Bus Bar (labor only)		\$0.00	
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX			
117	Provide & Install 10' section basket tray (labor only)		\$0.00	
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)		\$0.00	
119	Provide & Install 10' section ladder tray (labor only)		\$0.00	
120	Provide & Install Cable Runway Radius Drops (labor only)		\$0.00	
121	Provide & Install Cable Runway Radius Bends (labor only)		\$0.00	
122	Provide & Install 4'X4' Fire rated Plywood board Painted (Material & labor included)			
123	Provide & Install 4'X8' Fire rated Plywood board Painted (Material & labor included)			

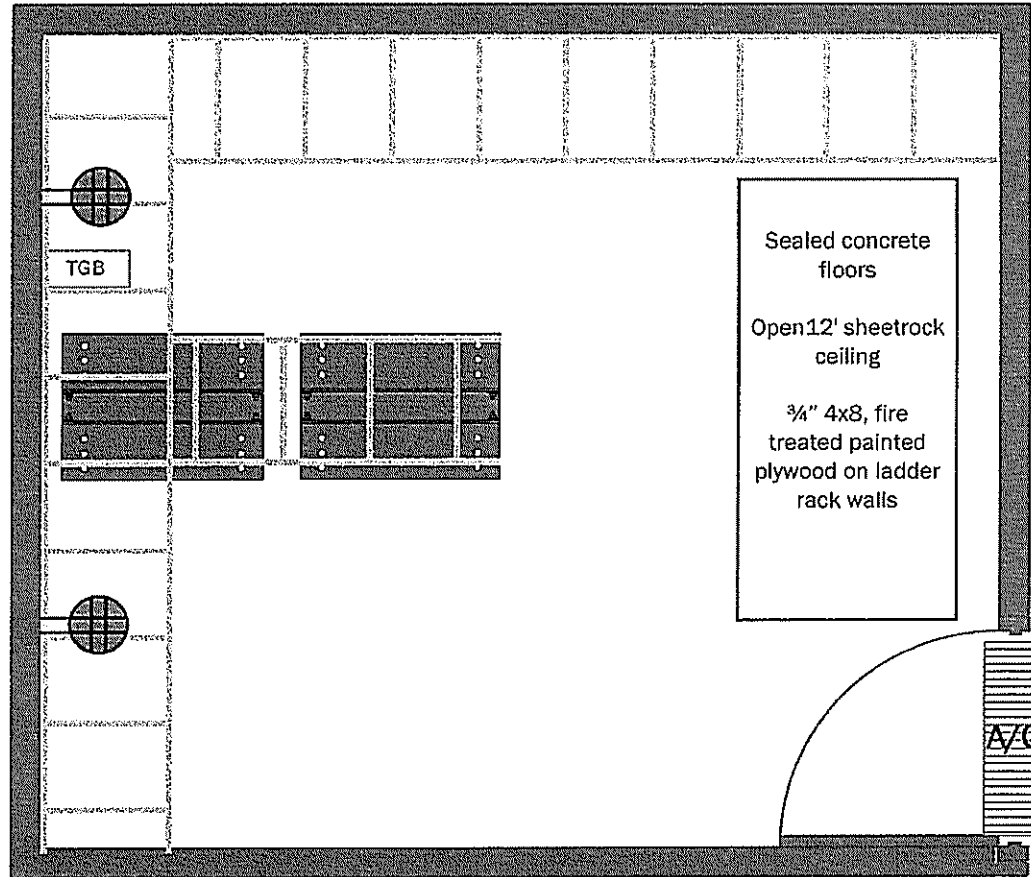
City of Austin
Horizontal Cabling price list

ATTACHMENT A

Following is a list of labor line items and services required. Contractor shall provide pricing and submit this Attachment A with the proposal as a PDF and in electronic format (Excel) Pricing shall include all materials when applicable, labor, delivery, storage, overhead, profit, etc.

Item	Description	Labor Cost	Materials Cost	Labor & Materials total
PATHWAYS				
124	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment (Material & labor included)			
125	Provide & Install Single J-Hook Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
126	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment (Material & labor included)			
127	Provide & Install cable raceway (Material & labor included)			
128	Provide & Install Dual J-Hook with L bracket Pathway (4ft Spand) single attachment with all thread (Material & labor included)			
129	Provide and Install 1" Innerduct Plenum (100') ISP (Material & labor included)			
130	Provide and Install Additional Footage for Line item #126 (Material & labor included)			
131	Provide and Install 3 cell 3" Flexible Fabric Innerduct(100') OSP (Material & labor included)			
132	Provide and Install 3 cell 3" Flexible Fabric Innerduct OSP Additional Footage for Line item #128 (Material & labor included)			
133	QTY 1 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
134	QTY 2 Core Hole Thru 6" concrete for 4" sleeve with 4" sleeve included			
135	Provide and install 1" sleeve with Nylon bushings and firestopping (Material & labor included)			
136	Provide and install 2" sleeve with Nylon bushings and firestopping (Material & labor included)			
137	Provide and install 4" sleeve with Nylon bushings and firestopping (Material & labor included)			
138	Provide and install up to 6 D-Rings any size (Material & labor included)			
139	X-Ray Slab/Side looking sonar		\$0.00	
140	Place Pole (30')(35') (40')(QTY 1)(Material & labor included)			
141	Remove Pole (30')(35') (40')(QTY 1)(Material & labor included)			
142	Top Pole			
MISC LABOR				
143	Project Management		\$0.00	
144	Wreck out Removal of ISP Cable all types 2 Techs /Per HR		\$0.00	
145	Lead Tech Labor		\$0.00	
146	Assistance Tech Labor		\$0.00	
EQUIPMENT RENTALS				
147	35' Scissor Lift Rental W/delivery Per Day		\$0.00	
148	35' Scissor Lift Rental W/delivery Per Week		\$0.00	
149	Bucket Truck Usage Per Day		\$0.00	
NOTES: A-LINE ITEMS IN YELLOW ARE TO BE USE IN EMERGENCY REPAIR SERVICES AND WITH PROJECT MANAGER APPROVAL B-LINE ITEMS IN GREEN ARE TO BE USE WITH PROJECT MANAGER APPROVAL All materials needed to provide the items mentioned above should be priced at cost plus not to exceed _____ 15% Project Managers will require vendor's purchase receipts in order to confirm the contractor is complying with proper markup from time to time Please see Materials & professional Services Markup Chart below.				
PROFESSIONAL SERVICES: All professional services that might be used in any project (with prior approval from the PM) will be added to the quote with a 15% markup up to \$750.00 MAX				

Cabling RFP Sample Telecom Room Layout



WAGE RATES AND PAYROLL REPORTING

Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 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.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$14.00 minimum wage required.

1.2.2 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 OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project 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 (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 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 their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 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.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 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.

2.1.2 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 OWNER 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.

3. WITHHOLDING PAYMENTS

3.1 OWNER 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, OWNER 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 Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by

Bidding Requirements, Contract Forms and Conditions of the Contract

them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(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.

4.1.4 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.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner 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.

4.3 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 Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

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

4.5 Federal Funding. In the event that federal funding is used:

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

4.5.2 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.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, 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.

Bidding Requirements, Contract Forms and Conditions of the Contract

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 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.

6.1.2 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.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 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 projects 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

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

Wage Rates for This Project Are Attached

END



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 3 Date of Addendum: 7/11/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

The following section is hereby stricken from the Proposal Preparation Instructions and Evaluation Factors, Section G, Part VII – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

As per the instructions on Page 3 of the Offer Sheet, Sections 0805 and 0810 are incorporated by reference.

II. Questions:

1. Q) Is there an available pre-bid meeting sign in sheet and an estimated cost for this project?

A) Please see attached sign in sheet. The estimated cost is \$1,500,000.
2. Q) Under the "Proposal Format" Section, for Part 1 – Business Organization: Under "i.", do we need to submit: *(1) Most Recent Company Financial Statements, etc....* or *(2) at least one complete company credit report from a major credit reporting agency, etc...* or both?

A) Both
3. Q) With the holiday in the middle of the response time, can there be an extension on the response due date?

A) There is not an extension of the response due date at this time.
4. Q) Under the "Evaluation Factors" section; it states that Service-Disabled Veteran Business Enterprise Preference will score 3 points if met. Can this be subcontracted to achieve the three points or does the prime respondent have to be one to meet this to achieve the three points?

A) Respondent must be certified.
5. Q) Is there a deadline for questions?

A) Yes, as per Part One of the Supplemental Purchase Provisions, the deadline for explanations or clarifications was July 10, 2018.

6. Q) The RFP states that category 6E patch cords should be provided but the cabling is only category 6. Please clarify what is needed and what should be provided.

A) They should match whatever the horizontal is that is being patched (Cat 5E, Cat6, Cat6A, etc.)

7. Q) In lieu of a D&B report, can credit references from vendors be provided?

A) No, vendors must submit a company credit report as per the Proposal Preparation Instructions and Evaluation Factors.

8. Q) Can you ask if these line items below (#112-#115 & #117-#121) are "labor only" as indicated by parenthetical expression at the end of the line item, or are they supposed to be "material and labor", since the line item description starts off by saying... "Provide and Install..."

112	Provide & Install 19" two post rack, cabinet, wall mount, etc. (labor only)
113	Provide & Install 24/48 port patch panel (labor only)
114	Provide & Install rack mounted wire management (labor only)
115	Provide & Install Grounding Bus Bar (labor only)
116	Provide & Install #6 AWG Stranded cable for Grounding Bus Bar and racks (Material & labor included) 30' MAX
117	Provide & Install 10' section basket tray (labor only)
118	Provide & Install Cable Runway (basket) Radius Bends (labor only)
119	Provide & Install 10' section ladder tray (labor only)
120	Provide & Install Cable Runway Radius Drops (labor only)
121	Provide & Install Cable Runway Radius Bends (labor only)

A) Yes, they are "labor only." However, patch panels is not in that category, so there will need to be materials and labor for the patch panel line item, #113.

9. Q) Please confirm on the Unit Pricing List for Line Items #1-#24 which cable type the CoA would like quoted in the 2018 MAC solicitation. Specifically, does the CoA want CAT 6 CMP or CAT 6E CMP?

UTP Horizontal

- i. CAT 6E CMP (Enhanced – 350 MHz); Panduit PUP6004BU-W or General Cable 7131800
- ii. CAT 6 CMP (Min Compliant – 250 MHz); Panduit PUP6C04BU-U or General Cable 7131900

A) The City wants Cat 6 CMP, not Cat 6E.

10. Q) Should any project management time be included in our unit pricing or should it be considered separate and additional per the project management unit price?

A) The project management time should be listed as a separate line item on each proposal.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

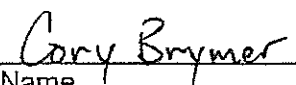
APPROVED BY:


Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/11/18

Date

ACKNOWLEDGED BY:


Name


Authorized Signature

7/16/18

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5600 GAZ3000 Addendum No: 4 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____
Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

ACKNOWLEDGED BY:

Cory Brymer
Name

[Signature]
Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP 5600 GAZ3000 Addendum No: 5 Date of Addendum: 7/17/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

OFFER SHEET, page 1, is amended to state:

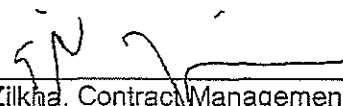
PROPOSAL DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

PROPOSAL OPENING TIME AND DATE: July 24, 2018, 3:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: July 24, 2018, 2:00 pm, local time

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Gil Zilkha, Contract Management Specialist IV
Purchasing Office, 512-974-2696

7/17/18
Date

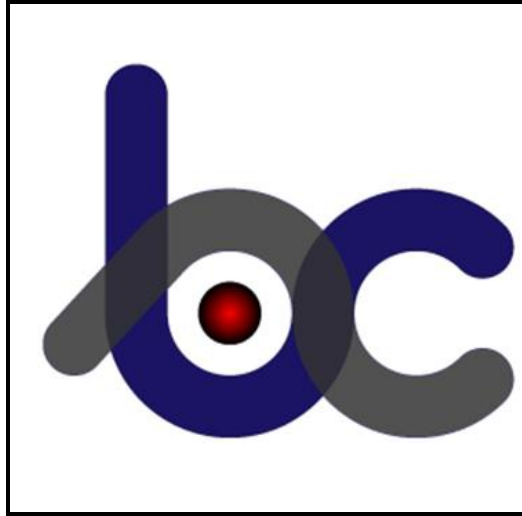
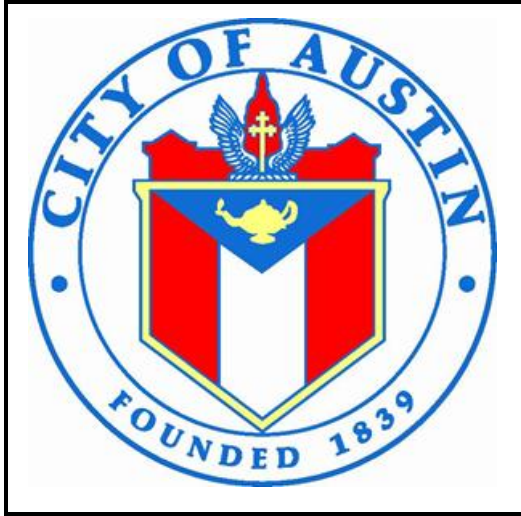
ACKNOWLEDGED BY:

CORY BRYMER
Name


Authorized Signature

7/23/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Tab M – Required Submittal # 01

MBE/WBE Compliance Plan

Request for Proposal (RFP)

Solicitation # RFP 5600 GAZ3000

Requisition # RQM 5600 18041100429

BRYCOMM, LLC

Well Connected.

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

M. MBE/WBE Compliance Plan:

BryComm Response:

The following is a complete MBE_WBE Compliance Plan per the requirements of the RFP. Please note GFE (Good Faith Efforts) were not required as BryComm fulfilled the requirements with it's intended sub-contractors; this was confirmed via email from CoA SMBR department.

Also included are the certificates of each sub-contractor for verification purposes.



Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name

BryComm, LLC

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Structured communications cabling services
Solicitation Number	RFP 5600 GAZ3000

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	5.35	%
African American		%
Hispanic		%
Asian/Native American	/	%
WBE	2.34	%

Section II — Proposer Company Information

Company Name	BryComm, LLC	
Address	15302 Marsha Street	
City, State Zip	Austin, TX 78728	
Phone	512-712-4008	
Fax	512-712-4009	E-Mail cory.brymer@brycomm.com
Name of Contact Person	Cory Brymer, President & CEO	
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>V0000036198</u> If No, please note: All vendors; Subconsultants and 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 <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

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

Cory Brymer, President & CEO
 Name and Title of Authorized Representative

Signature

07/17/2018
 Date

For City of Austin SMBR Use Only:

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

Reviewing Counselor _____ Date _____

*I have reviewed this Compliance Plan and have found the Proposer **COMPLIANT** ☐ **NON-COMPLIANT** ☐*

Director /Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each Subconsultant listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Proposal amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If Proposer is a certified M/WBE, include participation details in the Proposer box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Proposer Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	/ %	\$	%
WBE	%	\$ 35,100.00	2.34 %
MBE	%	\$ 80,250.00	5.35 %
MBE/WBE Combined	%	\$	%
Non-Certified		\$	%
Total Subconsultant Amount		\$ 115,350.00	7.69 %
Proposer's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> N/A <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE		\$ 1,384,650.00	92.31 %

Base Proposal Amount (*Subs + Proposer amount*) \$ 1,500,000.00 100%

For SMBR Use Only:

Verified participation for each category:

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

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Section IV — Disclosure of MBE and WBE Subconsultants (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin 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	EARTC		
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	Gender/ Ethnicity: Male/Hispanic
Vendor Code	V0000030988		
Address/ City / State / Zip	16201 Bratton Lane Austin, Texas 78728		
Contact Person & Phone #	Carlos Reyes		
Fax & Email Address	512-840-1893 - carlos.reyes.1@eartc.com		
Commodity Codes	91579; CS16710		
Commodity Codes Descriptions	Telecommunications Services; Telecommunication Systems		
Amount of Subcontract	\$ 80,250.00	5.35	%

Name of MBE/WBE Certified Firm	CR Electric & Supply		
City of Austin Certification Data	<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: Female/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	n/a - snelson@crelectricsupply.com		
Commodity Codes	28029		
Commodity Codes Descriptions	Communications Cable		
Amount of Subcontract	\$ 35,100.00	2.34	%

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

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

Section V — Disclosure of Non-Certified Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

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

Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		
Name of Non-Certified Subconsultant	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subconsultants

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subconsultants as registered with the City of Austin.

Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		
First-Level Subconsultant		
Name of Second-Level Subconsultant	N/A	
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subconsultant		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan.** The completion and submission of this form is not required if the above question is answered *Yes*.

Per the note above, our subgoals have been achieved and will not fill out the GFE information below.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
<ul style="list-style-type: none"> • Copy of written solicitation sent to MBE/WBEs in SLBP area 7 days prior to the submission of this Compliance Plan 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of advertisements placed in local publication 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of notices sent to Minority and Women organizations 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

Solicitation Name: _____

Solicitation Number: _____

Location of Pre-bid Conference (if any) _____

Response Due Date and Time: _____

[illegible]

Please contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

Revised December 2016

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ❑ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ❑ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ❑ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ❑ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ❑ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ❑ **Submit copies of written responses from all respondents to your solicitation.**
 - ❑ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ❑ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - ❑ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ❑ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
- ❑ Negotiate in good faith with interested MBEs and WBEs.
 - ❑ **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- ❑ Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- ❑ Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- ❑ Seeking the services of available minority and women community organizations (*See below*)
 - ❑ **Documentation of contacts with trade associations and Chambers of Commerce.**
- ❑ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- ❑ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - ❑ **If assistance was provided, document in log of contacts.**
- ❑ Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - ❑ **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE



CR ELECTRIC & SUPPLY LLC
HUB CERTIFIED WBE
13800 MADRONE MOUNTAIN WAY
AUSTIN TEXAS 78737
512.517.6706

July 5, 2018

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

Re: Solicitation # RFP 5600 GAZ3000

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.

If this confirmation is not for a rotation list, we understand that we will be completing a minimum of 2.34% 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
Phone: (512) 517-6706
E-Mail: snelson@crelectricsupply.com

*City of Austin
Small and Minority Business Resources Department
certifies that*

Shelley Nelson dba 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
with the City of Austin.



9.0

Veronica Briseño, Director
Small and Minority Business Resources Department

EXPIRATION DATE:

5/16/2020

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.

CITY'S VENDOR CODE: **V00000916584**

CONFIRMATION LETTER

July 9, 2018

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

Re: Solicitation # RFP 5600 GAZ3000

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.

If this confirmation is not for a rotation list, we understand that we will be completing a minimum of 5.35% 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,

 **EARTC** | Building Tomorrow's
Infrastructure Today.

Carlos Reyes
President/Owner



16201 Bratton Ln.
Austin, TX 78728
Main office: (512) 840-1868
Mobile: (512) 850-1490
Work fax: (512) 840-1893

www.eartc.com

*City of Austin
Small and Minority Business Resources Department
certifies 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

with the City of Austin.



A handwritten signature in blue ink, appearing to read "V. Briseño", is positioned above a horizontal line.

Veronica Briseño, Director
Small and Minority Business Resources Department

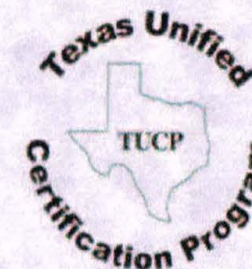
EXPIRATION DATE:

3/30/2021

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.

CITY'S VENDOR CODE: **VS0000030988**



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.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Austin (COA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to remain certified with the COA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COA in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COA and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COA, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1272880818400**
File/Vendor Number: **83471**
Approval Date: **30-MAR-2018**
Scheduled Expiration Date: **30-MAR-2021**

In accordance with the Memorandum of Agreement between the
City of Austin (COA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

EAR TELECOMMUNICATIONS LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 27-APR-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

GOAL DETERMINATION REQUEST FORM

UPDATED 4/19/18

Buyer Name/Phone	Gil Zilkha 512-974-2696	PM Name/Phone	Lisa Moore (512) 974-6566
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Lisa Moore (512) 974-6566
Solicitation No	RFP 5600 GAZ3000	Project Name	Structured Communications Cabling Services
Contract Amount	\$1,500,000.00	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input 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 checked="" 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**			
This purchase is to obtain structured cabling installation and maintenance for a City-wide contract.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Yes, RFP BKH0153REBID was issued. Goals were established, and subcontractors/subconsultants were utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
96218 - Cable Construction, Installation and Maintenance			
Gil Zilkha		4/11/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	4/11/2018	Date Assigned to BDC	4/12/2018
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input checked="" type="checkbox"/> Goals	5.85% MBE	2.34% WBE*	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

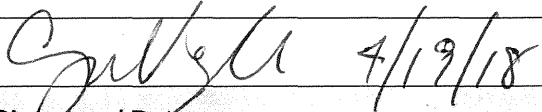
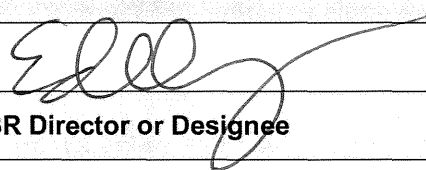
If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

13 firms inside SLBP, 1 outside

Subcontracting Opportunities Identified

Numerous subcontracting opportunities at all phases of the project, across multiple work sites. Primary scope (96218) is broad and encompasses installation, construction, demolition, repair, and maintenance.

Cynthia Van Maanen	 4/19/18
SMBR Staff	Signature/ Date
	4/23/18
SMBR Director or Designee	Date
Returned to/ Date:	