



Amendment No. 2
to
Contract No. NA180000047
for
Regional Assessment of Fair Housing
between
Root Policy Research Inc.
and the
City of Austin, Texas

1.0 The City hereby exercises to amend the above-mentioned contract and contract expiration for one hundred and twenty days (120). The amended contract expiration is June 27, 2019.

2.0 The total Contract amount is unchanged for the extension period. The total Contract authorization is recapped below:

3.0

| Term | Contract Amount for the Item | Total Contract Amount |
|--|---------------------------------|--------------------------|
| Basic Term: 03/28/14-03/27/15 | \$243,390.00 | \$243,390.00 |
| Amendment No. 1: Name Change 11/30/2018 | \$0.00 | \$243,390.00 |
| Amendment No. 2: 120-Day extension 02/28/2019-06/27/2019 | \$0.00 | \$243,390.00 |

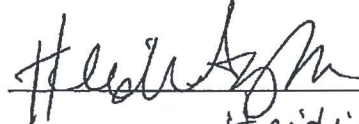
4.0 MBE/WBE goals were not established for this contract.

5.0 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.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Heidi Angeler
Authorized Representative

Root Policy Research Inc.
7713 E 8th Place
Denver, CO 80230

2/5/19

Signature & Date:

 2/6/19

Ricardo Zavala, Procurement Specialist III
City of Austin Purchasing Office

Revised 8/4/2014



Amendment No. 1
to
Contract No. NA180000047
for
Regional Assessment of Fair Housing
Between
Browne, Bortz & Coddington, Inc.
dba BBC Research and Consulting
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

| | From | To |
|-------------|---|---------------------------|
| Vendor Name | Browne, Bortz & Coddington, Inc., dba BBC Research and Consulting | Root Policy Research Inc. |
| Vendor Code | BBC8302739 | V00000955448 |
| FEIN | | |

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.



Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

Date

11-30-18



City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

December 22, 2017

Browne, Bortz & Coddington, Inc. dba BBC Research and Consulting
Heidi Aggeler
Managing Director
1999 Broadway, Suite 2200
Denver, CO 80202

Dear Ms. Aggeler:

The City of Austin approved the execution of a contract with your company for Regional Assessment of Fair Housing in accordance with the referenced solicitation.

| | |
|--------------------------------|--|
| Responsible Department: | Neighborhood Housing and Community Development |
| Department Contact Person: | Matthew Ramirez |
| Department Contact Email Addr: | matthew.ramirez@austintexas.gov |
| Department Contact Telephone: | 512-974-3221 |
| Project Name: | Regional Assessment of Fair Housing |
| Contractor Name: | Browne, Bortz & Coddington, Inc. dba BBC Research and Consulting |
| Contract Number: | MA 7200 NA180000047 |
| Contract Period: | 12/22/17 – 02/21/19 |
| Dollar Amount | \$243,390 |
| Extension Options: | none |
| Solicitation Type & Number: | RFP 7200 JRH0110 |

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

Sincerely,

John Hilbun
Contract Mgmt Specialist IV
City of Austin
Purchasing Office

cc: Erica Leak, Neighborhood Housing and Community Development

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Browne, Bortz & Coddington, Inc. dba BBC Research and Consulting (“Contractor”)
for
Regional Assessment of Fair Housing
MA 7200 NA180000047**

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 Browne, Bortz & Coddington, Inc. dba BBC Research and Consulting having offices at 1999 Broadway, Suite 2200, Denver, CO, 80202 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 7200 JRH0110.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City’s Solicitation, RFP 7200 JRH0110 including all documents incorporated by reference
- 1.1.3 Browne, Bortz & Coddington, Inc. dba BBC Research and Consulting Offer, dated September 28, 2017, 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 document
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for a term of 14 months. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$243,390 for the Contract term. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

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

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

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

**BROWNE, BORTZ & CODDINGTON,
INC. dba BBC RESEARCH AND
CONSULTING**

CITY OF AUSTIN

Huidi Aggela
Printed Name of Authorized Person

JOHN HILBUN
Printed Name of Authorized Person

Huidi Aggela
Signature

[Signature]
Signature

Managing Director
Title:

CONTRACT MGMT SPECIALIST IV
Title:

12/19/17
Date:

12/22/17
Date:



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

SOLICITATION NO: RFP 7200 JRH0110

DATE ISSUED: September 4, 2017

REQUISITION NO.: RQM 17072400652

COMMODITY CODE: 91863 / 91573

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

John Hilbun
Contract Mgmt Specialist IV
Phone: (512) 974-1054
E-Mail: john.hilbun@austintexas.gov

Jonathan Dalchau
Procurement Specialist IV
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Regional Assessment
of Fair Housing

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10:00 AM
CST on September 13, 2017
Conference Number: (512) 974-9300 Participant Code: 749461

LOCATION: 1000 E. 11th Street, Suite 400, Austin, TX 78702

PROPOSAL DUE PRIOR TO: 2:00 PM CST on October 3, 2017

COMPLIANCE PLAN DUE PRIOR TO: 2:00 PM CST on October
3, 2017

PROPOSAL OPENING TIME AND DATE: 3:00 PM CST on
October 3, 2017

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

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

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

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

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

| Address for US Mail (Only) | Address for FedEx, UPS, Hand Delivery or Courier Service |
|---|--|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH0110 | Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH110 |
| P.O. Box 1088 | 124 W 8 th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE (ON A FLASH DRIVE)
*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

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

| SECTION NO. | TITLE | PAGES |
|--------------|--|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 | STANDARD SOLICITATION INSTRUCTIONS | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 4 |
| 0500 | SCOPE OF WORK | 8 |
| 0600 | PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS | 4 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION | * |
| 0815 | LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return | 1 |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0900 | MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned | 30 |
| Attachment A | EXCEPTIONS FORM | 1 |

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by five (5) days prior to the Solicitation Due Date. Submissions may be made via email to john.hilbun@austintexas.gov, or via fax at (512) 974-2388.

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

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

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

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

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

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

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for a term of fourteen (14) months.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- Invoices shall be mailed to the below address:
- | | |
|----------------------|--|
| | City of Austin |
| Department | Neighborhood Housing & Community Development |
| Attn: | Linda Lindsey |
| Address | 1000 E. 11th Street, Suite 200 |
| City, State Zip Code | Austin, TX 78702 |
- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
5. **LIVING WAGES:**

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
7. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
8. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Matthew Ramirez

City of Austin – Neighborhood Housing & Community Development

1000 E. 11th Street, Suite 200

Austin, TX 78702

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

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

1. PURPOSE

The City of Austin (Austin), in cooperation with the Parties of the City of Round Rock, the City of Pflugerville, Counties of Travis and Williamson, the Housing Authority of the City of Austin, the Housing Authorities of Travis County, Georgetown, Round Rock, and Taylor, (Collectively, these governing agencies shall be referred to as the "Parties") seek proposals in response to this Request for Proposals (RFP) from firms experienced and qualified in fair housing principles and analysis, to conduct an Assessment of Fair Housing (AFH) for a two county region in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for affirmatively furthering fair housing.

2. OVERVIEW

From its inception, the Fair Housing Act and subsequent laws reaffirming its principles not only prohibited discrimination but also imposed a duty to affirmatively further fair housing (AFFH). The final AFFH Rule (Rule) establishes an integrated assessment and planning process to give program participants more effective means to affirmatively further the purpose of the Fair Housing Act. The requirements to affirmatively further fair housing are found at 24 CFR §§5.150 through 5.180 and direct program participants to submit an AFH to HUD. The AFH is intended to inform and guide participants' goal setting, priorities and strategies to fulfill their duty of affirmatively furthering fair housing.

The AFH is also intended to encourage joint and regional collaborations in identifying and addressing cross-jurisdictional housing challenges. For the purpose of evaluating fair housing issues and contributing factors, the Parties have identified the City as the lead entity for the procurement of AFH consulting services.

Based on the AFFH rule and associated fair housing planning process, the consulting work can be divided into three interrelated parts: (1) Data Collection and Fair Housing Analysis; (2) Community Participation; and (3) Development of Goals and Priority recommendations for each Party and for the Parties as a whole.

The AFH will be confined to the county limits of Williamson and Travis Counties and will be expected to satisfy the conditions of HUD's Consolidated Planning requirements.

3. BACKGROUND

On July 16, 2015, the U.S. Department of Housing and Urban Development (HUD) published its AFFH Final Rule implementing the Fair Housing Act of 1968's obligation for jurisdictions receiving federal funds for housing and urban development to affirmatively further fair housing. The Fair Housing Act not only makes it unlawful for jurisdictions to discriminate, the law also requires jurisdictions to take actions that can undo historic patterns of segregation and other types of discrimination, and to take actions to promote fair housing choice and to foster inclusive communities. The protected classes of the federal Fair Housing Act are race, color, national origin, religion, sex, disability, or familial status. The AFFH Final Rule facilitates reliance on local knowledge and local decision-making to determine best strategies for HUD grantees to meet their fair housing obligations at the local level – including making place-based investments to revitalize distressed areas, or expanding access to quality affordable housing throughout a community.

The Assessment of Fair Housing

HUD's Final Rule institutes a process to analyze the local fair housing landscape and set fair housing priorities and goals for jurisdictions and regions through an AFH. The new AFH replaces HUD's previously required Analysis of Impediments to Fair Housing Choice. The Final Rule identifies four fair housing issues that HUD grantees have to assess through their AFH Plan:

1. Patterns of integration and segregation;
2. Racially and ethnically concentrated areas of poverty (R/ECAPs);
3. Disparities in access to opportunity; and
4. Disproportionate housing needs.

The Affirmatively Furthering Fair Housing Assessment Tool

On December 31, 2015, HUD announced the availability of the AFFH Assessment Tool developed by HUD for use by local governments that receive Community Development Block Grants, HOME Investment

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING**

Partnerships Program, Emergency Solutions Grants, or Housing Opportunities for Persons with AIDS formula funding from HUD when conducting and submitting their own AFH. The Assessment Tool is also used for AFHs conducted through joint and regional collaborations between: (1) such local governments; and (2) one or more such local governments with one or more public housing agency partners.

The purpose of the Assessment Tool is to guide local governments in undertaking a more thorough evaluation of fair housing issues in their respective jurisdictions, and assist them in goal setting to overcome issues that are barriers, among other things, to fair housing choice and opportunity. The Assessment Tool includes instructions and nationally-uniform data provided by HUD, consisting of a series of questions designed to help local jurisdictions identify economic and social factors utilizing multiple data sources, as well as analytical skills to draft a comprehensive AFH Plan.

Utilizing HUD's Data/Mapping Resources, Local Data and Local Knowledge

The Final Rule requires a more engaged and data-driven approach to assessing fair housing and planning actions. Thus, HUD grantees must also utilize HUD's data and mapping tool (online mapping suite of 17 census tract maps depicting demographic, educational, income, housing vouchers, and other data throughout the country) to complete an AFH Plan.

In addition, the AFFH Final Rule expects HUD funding recipients to supplement data provided by HUD with local data and local knowledge, such as metrics, statistics, and other quantified information, relevant to the locality's and region's geographic areas of analysis. HUD obligates grantees to obtain local knowledge, including but not limited to, any information gathered through the community participation process. The public engagement process allows for a solicitation of public ideas, thoughts and concerns to be shared with local government entities to help inform where and how public dollars are invested. As outlined in the AFFH Final Rule, local data and local knowledge will provide the local context for the HUD-provided data.

4. SCOPE OF SERVICES

The Successful Respondent (Consultant) shall complete the project as described in this Scope of Services.

4.1 TASKS

4.1.1 Project Plan

The Consultant shall develop a comprehensive Project Plan for completing the Project ("Project Plan"). The Consultant shall include the following in its Project Plan, at a minimum:

- 4.1.1.1 Key project milestones and activities including community engagement
- 4.1.1.2 Project Timeline for completion of all work under the contract
- 4.1.1.3 Communication mechanism for keeping Parties regularly informed of updates, changes, and other project development
- 4.1.1.4 Outline of strategy for conducting community engagement in the region, including how to engage with residents of each Party and agencies/nonprofits serving protected classes.
- 4.1.1.5 A plan for presentation of the AFH to the governing bodies of all Parties.

Task 4.1.2: Use of Assessment Tool & AFH User Interface

The Consultant shall:

4.1.2.1 Use HUD's Assessment Tool as guidance to complete the Parties' AFH. HUD's Affirmatively Furthering Fair Housing Rule Guidebook (Guidebook) is to be used as a blueprint for this project. The purpose of the Assessment Tool is to guide the Parties through an assessment of key fair housing issues and contributing factors in the Austin region, including what data to use in the assessment.

4.1.2.2 Follow the instructions in the Assessment Tool, which includes instructions that outline the required data sources for answering specific questions. The AFH shall include:

- Summary of fair housing issues;

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

- Analysis of HUD-provided data, local data, and local knowledge;
- AFH issues and contributing factors; and
- Identification of fair housing priorities and goals.

4.1.2.3 Utilize HUD's AFH User Interface to upload all sections of the Parties' AFH for an online submission to HUD.

4.1.2.4 Coordinate with each Party's designated User Interface Coordinator to draft, edit and save sections of the AFH throughout the completion process.

Task 4.1.3: Facilitate Community Participation Process

Task 4.1.3.1: Consultation Meetings. The Consultant shall:

4.1.3.1.1 Conduct consultation meetings with agencies and organizations identified in consultation requirements of the Guidebook. These include: public and private agencies that provide assisted housing, health services, and social services (including those focusing on services for children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, or homeless persons), community-based and regionally-based organizations that represent protected class members, and organizations that enforce fair housing laws.

4.1.3.1.2 Submit a list of sample questions to the Parties for review prior to holding the consultation meetings.

4.1.3.1.3 Assist the Parties in documenting the success of gaining consultation participation, and if applicable, reasons for low participation; a summary of comments, views, and recommendations, received orally or in writing, etc., including those not accepted and reasons for non-acceptance. Local knowledge shall be gathered from these meetings and utilized in the development of the AFH. The information collected in these meetings will be tabulated by each jurisdiction. A list of agencies to attend the consultation meetings will be given to the Consultant. The Consultant shall provide an outreach strategy to be implemented by the Parties and language to be used in invitations and notices related to the meetings.

4.1.3.1.4 Not be expected to complete the advertising, outreach, or any logistics for the meetings

Task 4.1.3.2: Community Meetings. The Consultant shall:

4.1.3.2.1 Assist Parties in their community participation processes to satisfy all Guidebook requirements and in fulfillment of each Party's Citizen Participation Plan (CPP).

4.1.3.2.2 Prepare and present on the Parties' objective to affirmatively further fair housing at community meetings and address public comments and questions throughout the entire process of completing the AFH. The written presentation shall be provided in English, Spanish, and other languages if deemed appropriate by the jurisdiction. Local knowledge shall be obtained from the public gatherings and utilized in the development of the AFH document. The results of the public engagement process will be tabulated by each unique jurisdiction. Parties are expected to locate and secure the meeting sites based on reaching the broadest audience possible and are expected to handle all advertising, outreach, and logistics for the meetings.

4.1.3.2.3 Complete a customized community participation process sufficient for each of the Parties. Project Plans submitted for this solicitation should include a detailed outline of the community participation process for each Party including an outreach plan and advertisements. All advertisements and invitations shall be provided by the Consultant in both English and Spanish, and other languages if deemed appropriate by the Party.

4.1.3.2.4 Assist the Parties in documenting the success of gaining community

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

participation and if applicable, reasons for low participation; a summary of comments, views, and recommendations, received orally or in writing, etc., including those not accepted and reasons for non-acceptance.

4.1.3.2.5 Ensure that the community participation process is equally responsive to the unique challenges of the smaller, less densely populated Parties.

Task 4.1.3.3: AFH Website. The Consultant shall:

4.1.3.3.1 Create and maintain a website where all publicly available documents and processes can be accessed regarding the Parties' AFH. The website shall use a simple platform, such as Wordpress or other similar content management system, and the Consultant will provide a cost estimate of using the platform. The Parties will assist the Consultant in the design of the website to ensure that it is easily navigable and accessible for protected classes. All meeting information, flyers, videos, draft and final versions of the AFH will be posted and kept current for each Party on the website. At a minimum a summary document of the findings of the AFH and meeting information materials and advertisements shall be provided in English, Spanish, and other languages if deemed appropriate by the Party.

4.1.3.3.2 Provide all the rights, passwords, and any other associated information regarding access and maintenance of the website to the Parties after the AFH is submitted and accepted by HUD (see Task 4.1.5),

Task 4.1.4: Develop Content of AFH

Content of Draft and Final AFH Plans. As stipulated in section 5 of the Guidebook, the Consultant shall:

4.1.4.1 Provide an assessment of past goals and actions in collaboration with the Parties' staff and complete an analysis of fair housing issues, identify contributing factors, and propose fair housing goals and priorities. The Consultant shall ensure the Parties' AFH is organized as outlined the Guidebook. The AFH shall consist of the following:

- I. Cover Sheet
- II. Executive Summary
- III. Community Participation Process
- IV. Assessment of Past Goals and Actions
- V. Fair Housing Analysis
 - a. Demographic Summary
 - b. General Issues
 - i. Segregation/Integration
 - ii. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)
 - iii. Disparities in Access to Opportunity
 - iv. Disproportionate Housing Needs
 - c. Publicly Supported Housing Analysis
 - d. Disability and Access Analysis
 - e. Fair Housing Enforcement, Outreach, and Resources
- VI. Fair Housing Goals and Priorities

Task 4.1.4.1: Assess Past Goals and Actions. The Consultant shall:

4.1.4.1.1 Evaluate Parties' progress in their metrics and milestones identified in past Analyses of Impediments to fair housing choice.

4.1.4.1.2 Identify Parties' goals previously set, discuss whether those goals were successful, and if the goals were unsuccessful or not as successful as envisioned, the reasons why.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

4.1.4.1.3 Discuss how Parties' previous experience with past goals has influenced the selection of goals in the AFH. This section shall include a discussion of any additional policies, actions, or steps that address fair housing issues in the Parties' geographic areas of analysis.

Task 4.1.4.2: Fair Housing Analysis. The Consultant shall:

4.1.4.2.1 Use local data and knowledge to supplement HUD provided data. Local knowledge includes, among other things, any information obtained through the community participation process.

4.1.4.2.2 Develop an initial list of local city, county, and public housing authority data needed (i.e., public housing projects, Housing Choice Vouchers, disability and access, other publicly assisted housing, etc.) prior to beginning the in-depth analysis.

4.1.4.2.3 Utilize HUD's AFFH portal to access maps, data, and other information pertaining to the AFFH and Assessment Tool for completion of the AFH.

4.1.4.2.4 Create maps using local data specific to the Parties, and provide geospatial analysis of findings as well as any data created in shapefile or geodatabase format. These maps shall represent data that HUD is not able to display in its thematic maps due to unavailability data that responds to the AFH questions. Based on the type and purpose of the map, each map will either illustrate census tract boundaries, City Council districts, County precincts, neighborhoods, or all of the above. The Consultant is expected to analyze HUD's tables and consider their various elements.

4.1.4.2.5 Create and analyze tabular data based on local data and local knowledge that is gathered during the AFH development process. This type of data is to be used in addition, not in place of the HUD-provided tables that will also be analyzed.

4.1.4.2.6 Develop unique tabulations based on Parties' specific data and as requested by the Parties to fulfill the AFH requirements and shall provide any new information, along with the methodology, to the Parties.

Task 4.1.4.3: Identify Fair Housing Contributing Factors. The Consultant shall:

4.1.4.3.1 Identify fair housing contributing factors for the AFH Plan. The purpose is to assess why members of particular protected classes may experience restricted housing choice due to segregation, R/ECAPs (racially and ethnically concentrated areas of poverty), disparities in access to opportunity, disproportionate housing needs, or other fair housing issues.

4.1.4.3.2 Assist the Parties in prioritizing contributing factors and justifying prioritization of factors that are addressed by goals identified in the AFH. The method of prioritization must give the highest priority to those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance.

4.1.4.3.3 Assist Parties' staff in justifying the prioritization of contributing factors, as well as guide the Parties in setting goals for overcoming the effects of contributing factors as prioritized.

4.1.4.3.4 Identify fair housing contributing factors for the Parties as a whole.

Task 4.1.4.4: Set Fair Housing Priorities and Goals. The Consultant shall:

4.1.4.4.1 Assist the Parties in identifying one or more goals to overcome each of the fair

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING**

housing issues for which significant contributing factors have been identified, including establishing metrics and milestones to determine what fair housing results will be achieved and the timeframes for achieving them.

4.1.4.4.2 Officiate a discussion about setting fair housing goals for each Party, including an explanation of how each goal is designed to overcome the identified contributing factor and related fair housing issue(s), will also be required.

4.1.4.4.3 Guide the Parties to properly identify goals and set priorities based on findings and data.

4.1.4.4.4 Identify fair housing goals and set priorities for the Parties as a whole which a focus on what policy changes can be completed regionally and across government entities.

Task 4.1.5: Draft and Final AFH Plans

Task 4.1.5.1: Draft and Final AFH. The Consultant shall:

4.1.5.1.1 Submit a Draft and Final AFH Plan to the Parties for review and comments. The "Draft AFH Plan" shall consist of any preliminary data that reflects fair housing knowledge, information, and issues gathered in Tasks 4.1.3.1, 4.1.4.1, and 4.1.4.2.

4.1.5.1.2 Present Parties' Draft AFH Plans at public meetings (Task 4.1.3.2) in accordance with the community participation process described in the Guidebook.

4.1.5.1.3 Present the Final AFH Plans to the Parties' elected and/or appointed officials after revision of the Draft AFH Plan. The "Final AFH Plan" shall include all data relating to Parties' fair housing knowledge, assessment, and goals gathered in Tasks 4.1.3 and 4.1.4.

4.1.5.1.4 Provide the Executive Summary of the Final AFH Plan as stand-alone document and provide the Executive Summary in English, Spanish, and other languages if deemed appropriate by the Parties.

Task 4.1.5.2: Respond to Public Comments

4.1.5.2.1 After review and acceptance of the Draft Plan by the Parties, the Plan and supporting data shall be released to the public providing them with at least 30 calendar days to submit comments. The Consultant shall review and address comments received through the public comment period of the Draft AFH and prepare a revised AFH for Final approval by the Parties.

Task 4.1.5.3: Submit Final AFH Plan. The Consultant shall:

4.1.5.3.1 Submit the Final AFH Plans to the Parties with a data library containing raw and processed files of supporting data in electronic format along with the methodology and metadata. After the completion and approval of the Final AFH Plan by the Parties' governing bodies, the Consultant shall assist the Parties in submitting the AFH using HUD's online AFH User Interface for review and consideration by HUD by January 2019. The Consultant is also expected to provide 2 PDF copies of the Final AFH Plan to each Party

Task 4.1.6: Responding to HUD's Determination of Inconsistency/Incompleteness and other AFH Consultant Services

Task 4.1.6.1: Revision and Re-submission of AFH Plan. The Consultant shall:

4.1.6.1.1 Be available to assist the Parties in revising and resubmitting the AFH if HUD determines within 60 days after initial submission that a portion of the AFH is inconsistent

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING**

and/or incomplete. In addition, the Consultant shall help the Parties to respond to HUD's findings and to properly address the issues cited.

4.1.6.1.2 Provide assistance to the Parties by making the revised AFH available to the public for 30 days for review and comments.

4.1.6.1.3 Support the Parties in resubmitting the AFH within 45 calendar days of HUD's notice after revisions are completed for the AFH. If after 30 calendar days of resubmission, HUD does not provide another non-acceptance notification, the AFH is deemed accepted and the Consultant has completed their duty for finalizing the AFH. If HUD does provide a second non-acceptance notification to the Parties, then the Consultant shall repeat the revision and re-submission process for the AFH.

Task 4.1.6.2: Obtaining Governing Bodies Approval.

4.1.6.2.1 If a second resubmission is required by HUD, the Consultant shall prepare a presentation and attend hearing(s) with Parties' staff to obtain Parties' governing bodies' approval before resubmitting a revised AFH to HUD.

4.2. TIMELINE AND DELIVERABLES

Tentative Proposed Schedule

| Deliverables/ Milestones | Description | Timeline (due/completion date, reference date, or frequency) | Performance Measure/ Acceptance Criteria | Contract Reference/ Section |
|---|---|---|---|--|
| Project Plan | Consultant completes prescribed Project Plan for AFH | Due at RFP Submission | Approval by Parties' Staff | 4.1.1 |
| Use of Assessment Tool and AFH User Interface | Consultant follows instructions of the Assessment Tool and upload all sections of the Parties' AFH through User Interface for online submission to HUD. | January 2018- January 2019 | Approval by Parties' Designated User Interface Coordinator | 4.1.2 |
| Consultation Meetings | Consultant meets with targeted organizations and groups that have fair housing expertise and knowledge | January-May 2018 | Approval by Parties' Staff | 4.1.3.1 |
| Community Meetings | Consultant meets with community residents from all Parties | Jan-July 2018 | Approval by Parties' Staff | 4.1.3.2 |
| Project Website | Consultant creates and updates a website that hosts AFH data, documents, and meeting information for Parties | January 2018- January 2019 | Approval by Parties' Staff | 4.1.3.3 |
| Assessment of Past Goals and Actions | Consultant evaluates Parties' progress on metrics and milestones identified in past Analyses of Impediments to fair housing choice. | Jan-Feb 2018 | Approval by Parties' Staff | 4.1.4.1 |
| Fair Housing Analysis | Consultant analyzes local and HUD- provided data | Jan-April 2018 | Approval by Parties' Staff | 4.1.4.2 |
| Identifying Fair | Consultant identifies and | Jan-Aug 2018 | Approval by | 4.1.4.3 |

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

| | | | | |
|--|---|--|--|----------------|
| Housing Contributing Factors | prioritizes Parties' contributing factors that limit or deny fair housing choice or access to opportunity | | Parties' Staff | |
| Set Fair Housing Priorities and Goals | Consultant identifies goals and sets priorities for Parties | Aug-Dec 2018 | Approval by Parties' Staff | 4.1.4.4 |
| Draft and Final AFH Plan | Consultant completes AFH Plan presentations in accordance with AFH Guidebook requirements and Parties' CPP's | Jun-Jul 2018 for Draft Presentation Nov-Dec 2018 for Final Presentation | Approval by Parties' Staff | 4.1.5.1 |
| Respond to Public Comments | Consultant addresses any and all comments received for the AFH in the public comment period | Jun-Dec 2018 | Approval by Parties' Staff | 4.1.5.2 |
| Submit Final AFH Plan | Consultant assists Parties in submitting final AFH Plan through User Interface | Jan 2019 | Approval by Parties' Designated User Interface Coordinator | 4.1.5.3 |
| Response to Determination of Inconsistency/ Incompleteness | Consultant assists Parties in revising and resubmitting AFH if determined by HUD to be inconsistent or incomplete | If needed | Approval by Parties' Staff | 4.1.6 |

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

1. PROPOSAL FORMAT

The original copy shall be submitted on 8.5 x 11 inch paper, bound or in a 3-ring binder, shall be clearly labeled as “**ORIGINAL**” and shall include the original signature of the person authorized to sign on behalf of the Proposer.

The electronic copy shall be an exact replica of the original paper copy. The electronic proposal shall be saved as a single PDF file copy of the original submitted paper proposal.

Organize your Proposal in the information sequence described below. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers. Proposers should provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal:

Tab 1 - Required Documents:

Complete and submit the following documents:

- i. **Signed Addenda (all pages)**
- ii. **Signed Offer Sheet (pages 1-3)**
- iii. **Section 0605 - Local Business Presence Identification Form**
- iv. **Section 0800 - Non-Discrimination and Retaliation Certification**
- v. **Section 0815 - Living Wages Contractor Certification**
- vi. **Section 0835 - Nonresident Bidder Provision**
- vii. **Section 0900/0905 – Subcontracting/Sub-Consulting Utilization Form and/or Plan.**

Tab 2 - Experience and Qualifications (30 points):

Provide the following information:

- i. Full name and address of your company; identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- ii. Corporate Experience and Qualifications. Describe your firm’s background in fair housing assessment and analysis, knowledge of HUD planning requirements, engaging underrepresented and protected class populations, and/or other areas relevant to the Scope of Work. Describe your firm’s background providing related services to municipalities, counties, housing authorities, governmental entities, or other regional government organizations similar to the Austin-Round Rock region.
- iii. Personnel Experience and Qualifications. Provide resumes or bios for all individuals who will provide services under the Contract. Describe each individual’s experience and competencies in designing/delivering fair housing analysis, HUD user interface software, GIS mapping techniques, meeting facilitation, community engagement tools and processes targeted for underrepresented and protected class populations, community engagement coordination across different government entities, or other skills and knowledge related to the Scope of Work. Include details, such as educational background, position title, number of years with your firm, awards, past employment, etc.
- iv. Supporting Documents. Include a sample of completed fair housing analysis documents including: Analysis of Impediments to Fair Housing Choice, regional or individual Assessment of Fair Housing, or other comprehensive housing studies on a regional or individual scale.

Tab 3 - Approach, Methodology and Work Plan (40 points):

Describe how you plan to accomplish the project described in the Scope of Work (Section 0500), and include any additional information you deem necessary to evaluate your proposal. At a minimum, specifically provide or indicate the following:

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

- i. Approach and Methodology: Describe the approach and methodology to be employed, underlying philosophies that inform the approach/methodology, organizational values, and the result intended and desired. Provide details on how your approach/methodology will meet or exceed the requirements described in the Scope of Work. The approach/methodology should particularly address how you would conduct the newly required fair housing analysis across diverse city, county, and housing authority bodies and how you would systematically complete an innovative and meaningful community engagement process across these multiple government jurisdictions.
- ii. Work Plan:
 - a) Provide a detailed narrative of your proposed work plan for accomplishing the Scope of Work. Include a breakdown of the work by task and timeline. Include project deliverables provided in the Scope of Work and any other proposed milestones and deliverables as well as meetings, government Party responsibilities, etc.
 - b) Proposed Project Team. Include names and titles of all professional personnel including the Project Manager who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this project. Specify project leadership, team personnel, and reporting responsibilities. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Tab 4 - Total Evaluated Cost (20 points):

Provide an all-inclusive cost proposal that itemizes materials, supplies, labor, warranty, travel, and administrative burden to complete the project. Your organization's method of costing may or may not be used but shall be described.

Tab 5 - Authorized Negotiator:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 6 - Exceptions to the Proposal: Include this form in your Proposal package (Attachment B):

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

2. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

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

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

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

5. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6. **PROPOSAL PREPARATION COSTS:**

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

7. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors: 100 points**

- | | |
|---|------------------|
| 1. Experience and Qualifications | 30 Points |
| 2. Approach, Methodology and Work Plan | 40 Points |
| 3. Total Evaluated Cost | 20 Points |
| 4. Local Presence | 10 Points |

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

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 7200 JRH0110: REGIONAL ASSESSMENT OF FAIR HOUSING

scored according to this table:

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

5. **Optional Presentations and Demonstrations.** The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, demonstrations, or interviews with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

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 _____ day of _____, _____

| | |
|-------------------------|-------|
| CONTRACTOR | _____ |
| Authorized Signature | _____ |
| Title | _____ |

Section 0815: Living Wages Contractor Certification

Company Name _____

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 subcontracting directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

- (1) The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour:

| Employee Name | Employer | Prime or Sub | Your Normal Rate | Employee Job Title |
|---------------|----------|--------------|------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$13.50 per hour.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

- B. If the Bidder 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: _____ Which State: _____

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

Answer: _____

CITY OF AUSTIN



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

Solicitation Name:

Solicitation Number:

Issue Date:

Table of Contents

| | |
|---|-----------|
| MBE/WBE GOALS..... | 3 |
| OVERVIEW..... | 3 |
| MBE/WBE COMPLIANCE PLAN INSTRUCTIONS..... | 4 |
| Section I Project Identification and Goals | 4 |
| Section II Bidder Information | 4 |
| Section III MBE/WBE Compliance Plan Summary..... | 4 |
| Section IV Disclosure of MBE and WBE Subcontractors | 4 |
| Section V Disclosure of Non-Certified Subcontractors..... | 6 |
| Section VI Disclosure of Second-Level Subcontractors..... | 6 |
| Section VII MBE/WBE Compliance Plan Checklist | 6 |
| GOOD FAITH EFFORTS INSTRUCTIONS..... | 7 |
| Contacting Potential MBE/WBE Subcontractors | 7 |
| Good Faith Efforts Review | 8 |
| POST-AWARD INSTRUCTIONS..... | 10 |
| Confirmation Letters | 10 |
| Post-Award Monitoring | 10 |
| • Payment Verification | 10 |
| • Change Order/Contract Amendments | 10 |
| • Progressive Sanctions | 11 |
| MBE/WBE COMPLIANCE PLAN..... | 12 |
| LETTER TO POTENTIAL SUBCONTRACTORS..... | 18 |
| CONFIRMATION LETTER..... | 19 |

MBE/WBE GOALS

| Annual/Project Participation Goals | | OR | Annual/Project Participation Subgoals | |
|---------------------------------------|---------|----|--|---------|
| MBE | _____ % | | African American | _____ % |
| WBE | _____ % | | Hispanic | _____ % |
| Combined MBE/WBE | _____ % | | Asian/Native American | _____ % |
| | | | WBE | _____ % |

OVERVIEW

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

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

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

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

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the “no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *MBE/WBE Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

MBE/WBE COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

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

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

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

Section I Project Identification and Goals

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

Section II Bidder Information

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

Section III MBE/WBE Compliance Plan Summary

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

Section IV Disclosure of MBE and WBE Subcontractors

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

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

- (A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:
- (1) work performed by the MBE/WBE's own forces;
 - (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
 - (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- (B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:
- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
 - (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
- (C) When an MBE/WBE subcontractor listed on the MBE/WBE Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.
- (D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the MBE/WBE Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.
- (E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.
- (F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not

performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

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

Section V Disclosure of Non-Certified Subcontractors

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

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

Section VI Disclosure of Second-Level Subcontractors

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

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

Section VII MBE/WBE Compliance Plan Checklist

Please complete the *MBE/WBE Compliance Plan Checklist* with the information requested if the stated project goal(s) are not met.

GOOD FAITH EFFORTS INSTRUCTIONS

(See *Appendices B and D*)

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

Contacting Potential MBE/WBE Subcontractors

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

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

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

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

Appendix B provides a format for collecting required information from the subcontractors on the *Availability List*. The information must be obtained at least seven (7) business days prior to the submission of the *MBE/WBE Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Included with the solicitation documents is an alphabetized list containing the names and addresses of the MBE/WBE Firms listed on the Appendix D. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

| | | | |
|------|--|------|--|
| F | Female | M | Male |
| AA/B | African American | H | Hispanic |
| A/NA | Asian/Native American | W/C | Caucasian |
| LOC | A firm's two-digit location code (e.g., SL or TX) | AU | Austin |
| SL | Significant Local Business Presence (SLBP) | TX | Outside SLBP |
| MBE | A firm certified as a Minority-owned Business Enterprise | WBE | A firm certified as a Woman-owned Business Enterprise |
| MWB | A firm certified as both a Minority-owned & Woman-owned Business Enterprise | WMB | A firm certified as both a Woman-owned & Minority-owned Business Enterprise |
| MWDB | A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise | WMDB | A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise |

Good Faith Efforts Review

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

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

- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

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

- (A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.
- (B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

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

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

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

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

POST-AWARD INSTRUCTIONS

(See Appendix C)

Confirmation Letters

All Bidders are required to include copies of the confirmation letters received from subcontractors, confirming the Subcontractors' willingness to provide services should the contract be awarded.

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

Post-Award Monitoring

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

▪ Payment Verification

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

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

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

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

▪ Change Order/Contract Amendments

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

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval

to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

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

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

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

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 | |
| Solicitation Number | |

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

Section II — Bidder Company Information

| | |
|--|---|
| Company Name | |
| Address | |
| City, State Zip | |
| Phone | |
| Fax | E-Mail |
| Name of Contact Person | |
| Is your company registered on Vendor Connection? | Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor Code _____</i> If No, please note: All vendors; subcontractors 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 type="checkbox"/> <i>If yes, please indicate:</i> 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.

Name and Title of Authorized Representative

Signature

Date

For City of Austin SMBR Use Only:

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

Reviewing Counselor _____ Date _____

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

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor 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 Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder 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 | | Bidder Participation Goal | |
|--|---|---------------------------|---|
| African American | % | \$ | % |
| Hispanic | % | \$ | % |
| Asian/Native American | % | \$ | % |
| WBE | % | \$ | % |
| MBE | % | \$ | % |
| MBE/WBE Combined | % | \$ | % |
| Non-Certified | | \$ | % |
| Total Subcontractor Amount | | \$ | % |
| Bidder'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"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE | | \$ | % |

Base Bid Amount (*Subs + Bidder amount*)

\$ _____ 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 Subcontractors

(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 | | |
| 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 | | |
| 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 | | |
| 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 | | |
| 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 Subcontractors

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

Section VI — Disclosure of Second-Level Subcontractors

(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 Subcontractors as registered with the City of Austin.

| | |
|---|--|
| Name of Second-Level Subcontractor | |
| 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 Subcontractor | |
| Name of Second-Level Subcontractor | |
| 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 Subcontractor | |
| Name of Second-Level Subcontractor | |
| 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 Subcontractor | |
| First-Level Subcontractor | |
| Name of Second-Level Subcontractor | |
| 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 Subcontractor | |

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*.

| | | |
|--|------------------------------|-----------------------------|
| 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 business 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 contractor ○ 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 Bidder'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 SUBCONTRACTORS

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

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

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

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

 (Email)

All Responses MUST be received by: _____

CONFIRMATION LETTER

Name of Prime Contractor: _____

Address: _____

Street

City

State

Zip Code

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

Project/Solicitation Number: ____

Project Name: _____

Type of Agreement (*check one*): ☐ Lump Sum ☐ Unit Price ☐ CommodityPeriod of Performance: _____ Level of Subcontracting (*check one*): ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____

Street

City

State

Zip Code

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

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

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

Prime Contractor:**Subcontractor:**_____
Legal Name of Firm, as registered with the City_____
Legal Name of Firm, as registered with the City_____
Signature_____
Signature_____
Print Name_____
Print Name_____
Title_____
Title_____
Date_____
Date

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

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

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 7200 JRH0110 Regional Assessment of Fair Housing

Version No.: 3

Phase: 1

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

Vendors Within the SLBP Area

91573 Public Information Services

| | | | | |
|--|---|------|--------------------|----|
| AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265 | 512-476-6686 512-478-8009 General-AKYA@att.net | WB | F/Caucasian | AU |
| ADI8313185 ADISA PUBLIC RELATIONS 506 W 12th Street Austin Tx 78701 | 512-472-6112 5126461478 srobinson@makingthingsclear.com | MWDB | F/African American | AU |
| ALT8322417 ALTURA SOLUTIONS L P 4111 Medical Parkway, Suite 301 Austin Tx 78756 | 512-410-7059 jel@alturasolutionslp.com | MDB | M/Hispanic | AU |
| ASA8322718 ASAKURA ROBINSON COMPANY L L C 816 Congress Avenue, Suite 1270 Austin Tx 78701 | 512-351-9601 832-201-7198 margaret@asakurarobinson.com | MDB | M/Asian | AU |
| VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701 | 512-293-6290 stephi@b-vdesign.com | WB | F/Caucasian | AU |
| VC0000102206 BEVERLY S. SILAS Po Box 493 Austin Tx 78767-0493 | 512-374-4997 5123239800 bsilas@beverlysilas.com | MWDB | F/African American | AU |
| VC0000101188 BOBBIE GARZA-HERNANDEZ Po Box 3911 Austin Tx 78764-3911 | 512-878-2246 512-878-2244 bobbie@pinkpr.biz | MWDB | F/Hispanic | AU |
| V00000929034 Buffalo Cloud Consulting LLC 5912 Krinan Court Austin Tx 78754 | 5122154436 info@buffalocloudconsulting.com | MWDB | F/African American | AU |
| CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009 | 512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET | MWDB | F/African American | AU |
| CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754 | 512-836-2388 512-836-4515 channys@casengineers.com | MDB | M/Asian | AU |

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 7200 JRH0110 Regional Assessment of Fair Housing

Version No.: 3

Phase: 1

| C Code & Description | Vend Code/Adr | Phone/Fax/Email | W/MB Code | G/E | LCTN |
|--|---------------|--|-----------|--------------------|------|
| V00000927690 CIVIC COLLABORATION LLC 7605 Clydesdale Dr Austin Tx 78745 | | 5129713033 dmiller@civiccollaboration.com | WDB | F/Caucasian | AU |
| VS0000010052 Concept Development & Planning, LLC P.O. Box 5459 Austin Tx 78763-5459 | | 512-533-9100 12 512-533-9101 agray@cdandp.com | WDB | F/Caucasian | AU |
| V00000928702 Cortez Consulting Services 6715 Windrift Way #26 Austin Tx 78745 | | 5126948757 laurajcortez@yahoo.com | MWB | F/Hispanic | AU |
| VS0000009931 Cox McLain Environmental Consulting, Inc. 8401 Shoal Creek Blvd. Suite 100 Austin Tx 78757 | | 512-338-2223 512-338-2225 lorie@coxmcclain.com | WDB | F/Caucasian | AU |
| V00000924464 DARLENE WATKINS 4600 Mueller Blvd Unit 4020 Austin Tx 78723 | | 5127071622 info@reachoutaustin.com | MWDB | F/African American | AU |
| V00000930870 EJBN, Inc. 16238 Ranch Road 620 N Ste. F - 272 Austin Tx 78717 | | 5128097552 elston@ejohnsonconsulting.com | MB | M/African American | AU |
| ELE7135270 ELEANOR H MCKINNEY LANDSCAPE ARCHITECT INC 2007 Kinney Ave Austin Tx 78704-4007 | | 512-445-5202 512-445-3432 ehmla@swbell.net | WB | F/Caucasian | AU |
| VC0000101574 ENVIROMEDIA INC 2021 E 5th St Ste 150 Austin Tx 78702 | | 512-476-4368 512-476-4370 vdavis@enviromedia.com | WDB | F/ | AU |
| V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751 | | 512-203-6110 sarah.gamble@gocoaustin.com | WB | F/Caucasian | AU |
| LAU8322378 LAURA R CARROLL 111 W 8th St Austin Tx 78701 | | 512-583-0929 5122368890 LAURA@RAUNPR.COM | WB | F/Caucasian | AU |
| VS0000031322 LaTonya J Pegues 1701 Intervail Dr Austin Tx 78746 | | 512-686-3664 lpegues@BOAZent.com | MWDB | F/African American | AU |

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 7200 JRH0110 Regional Assessment of Fair Housing

Version No.: 3

Phase: 1

| C Code & Description | Vend Code/Adr | Phone/Fax/Email | W/MB Code | G/E | LCTN |
|--|---------------|---|-----------|--------------------|------|
| VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701 | | 512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM | WDB | F/Caucasian | AU |
| VC0000102100 NANCY LEDBETTER & ASSOCIATES INC 20020 Farm Pond Ln Pflugerville Tx 78660 | | 512-694-7797 512-252-8322 NANCY@NANCYLEDBETTER.COM | WDB | F/Caucasian | AU |
| GRO7148575 RJW OPERATIONS INC 8401 Shoal Creek Blvd Austin Tx 78757 | | 512-448-4459 512-454-1342 rj@groupsolutionsrjw.com | MWDB | F/African American | AU |
| VS0000012578 Rifeline, LLC 1214 W. 5th Street Suite C Austin Tx 78703 | | 5127979019 lrife@rifeline.com | WDB | F/Caucasian | AU |
| V00000929679 Rindy and Associates Inc 2401 East 6th Street #1007 Austin Tx 78702 | | 5126329788 5124728145 cmiller@rindymiller.com | WB | F/Caucasian | AU |
| SNA8315942 SNAP MANAGEMENT GROUP INC 901 East 12th Street Austin Tx 78702 | | 512-477-8788 512-474-8788 Darrell@snapmgt.com | MDB | M/African American | AU |
| VC0000103179 SUE ELLEN JACKSON 8827 Silverarrow Circle Austin Tx 78759 | | 512-345-5259 512-345-1458 SEJACKSON@AUSTIN.RR.COM | WDB | F/Caucasian | AU |
| VS0000030065 Shaila M Abdullah 8408 Dulac Drive Austin Tx 78729 | | 512-924-7674 shailaabdullah@gmail.com | MWDB | F/Asian | AU |
| VS0000018476 THE AMPERSAND AGENCY INC 2901 Via Fortuna Ste 185 Austin Tx 78741 | | 5124623366 185 jeffm@ampersandagency.com | WB | F/Caucasian | AU |
| VS0000014892 Yates Consulting Inc 611 S. Congress, Suite 100 Austin Tx 78704 | | 512-288-4054 5122360843 elyse@influenceopinions.com | WDB | F/Caucasian | AU |

91863 Housing Consulting

City of Austin

Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 7200 JRH0110 Regional Assessment of Fair Housing

Version No.: 3

Phase: 1

| C Code & Description | Vend Code/Adr | Phone/Fax/Email | W/MB Code | G/E | LCTN |
|----------------------|--|--|-----------|--------------------|------|
| | V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704 | 512-236-0868 5122360868 ana@anagallo.com | MWDB | F/Hispanic | AU |
| | CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009 | 512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET | MWDB | F/African American | AU |
| | VS0000021229 COMMUNITY DEVELOPMENT MANAGEMENT CO INC 317 South Main Street Lockhart Tx 78644 | 512-398-7129 512-376-7304 rudyr@ccaustin.com | MDB | M/Hispanic | SL |
| | V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751 | 512-203-6110 sarah.gamble@gocoaustin.com | WB | F/Caucasian | AU |
| | V00000934802 Leading Technology Advisors, LLC 430 Torrington Drive Austin Tx 78737 | 5129535335 info@leadingtechnologyadvisors.com | MDB | M/Hispanic | SL |
| | V00000921257 Woollard Nichols and Associates 3308 Treadsoft Cove Austin Tx 78748 | 5129409739 kelly@woollardnichols.com | WB | F/Caucasian | AU |

City of Austin

Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 7200 JRH0110 Regional Assessment of Fair Housing

Version No.: 3

Phase: 1

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

Vendors Outside the SLBP Area

91573 Public Information Services

| | | | | |
|---|--|------|--------------------|----|
| VS0000027333 Green and Sustainable Services, LLC 2421 Amyx Ranch Drive Ponder Tx 76259 | 940-597-3723 9404792009 tsmith@grnserv.com | WDB | F/Caucasian | TX |
| V00000937181 K STRATEGIES GROUP LLC 2626 Cole Avenue Ste 501 Dallas Tx 75204 | 2145999766 2149650965 kkeyes@kstrategies.com | MWDB | F/African American | TX |

| | |
|---------------------|----|
| Total in SLBP: | 37 |
| Total Outside SLBP: | 2 |

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

SMALL & MINORITY BUSINESS RESOURCES CONTACT INFORMATION

| <u>Compliance</u> | <u>CERTIFICATION</u> | <u>MAIN OFFICE</u> |
|---|-----------------------------------|---------------------------|
| 512-974-7600 | 512-974-7645 | 512-974-7600 |
| 512-974-7601 | 512-974-7601 | 512-974-7622 |
| Smbrcompliancedocuments@austintexas.gov | smbrcertification@austintexas.gov | www.austintexas.gov/smbr |

SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Call (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

Bonding is a type of protection that a governmental agency or prime contractor may require that your company have in order to work on a contract. A bonding application will take several days. Get started today. Be proactive by making an appointment to talk to SMBR's Bonding Financial Consultant, Luke Ortega Luper as soon as possible. He can be reached at (512-974-7733 or email him at Luke.Luper@austintexas.gov. You will also find past copies of his newsletters on our website at <http://austintexas.gov/departments/bonding>.

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

AUSTIN MINORITY NEWSPAPERS

Capital City Argus News

PO Box 140471
Austin, TX 78714-0471
512-926-0348 Fax: same as phone

Charles M. Miles

Email: CMilesArgus@yahoo.com

El Mundo Newspaper

2112 E. Cesar Chavez
Austin, TX 78702
512-476-8636

Email: info@elmundonewspaper.com

La Prensa

PO Box 6504
Austin, TX 78762-6504
512-478-3090 Fax: 512-482-6400

Catherine Vasquez-Revilla

Email: laprensa@aol.com

Nokoa The Observer

PO Box 1137
Austin, TX 78767
512-499-8713 Fax: same as phone

Akwasi Evans

Email: akwasievens2013@gmail.com

The Villager

4132 E. 12th Street
Austin, TX 78721
512-476-0082 Fax: 512-476-0179

Tommy L. Wyatt

Email: vil3202@aol.com

World Journal Inc. of Texas/World Journal Chinese Daily News

5855 Sovereign Dr. #C
Houston, TX 77036

Sherry Wang

Email: sherrywang1020@yahoo.com

LOCAL MINORITY SERVICE ORGANIZATIONS

Asian Contractor Association

4201 Ed Bluestein Blvd, 2nd floor
Austin, TX 78721
512-926-5400 Fax: 512-926-5410

Austin Area Black Contractors Association

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6895 Fax: 512-467-9808

Business Investment Growth (BIG Austin)

Capital Plaza Bank Office Building
5407 N. IH-35, Ste 200
Austin, TX 78723
512-928-8010 Fax: 512-926-2997

Business Resource Consultants (BRC)/(Bid Briefs)

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6894 Fax: 512-467-9808

Greater Austin Asian Chamber of Commerce

8001 Centre Park Drive, Suite 160
Austin, TX 78731
512-407-8240

Greater Austin Black Chamber of Commerce

African-American Heritage Center
912 E. 11th Street, Suite A
Austin, TX 78702
512-459-1181 Fax: 512-459-1183

Greater Austin Hispanic Chamber of Commerce

3601 Far West Blvd, Suite 204
Austin, TX 78731
512-476-7502 Fax: 512-476-6417

U.S. Hispanic Contractors Association de Austin (USHCA)

920 E. Dean Keeton Street
Austin, TX 78705
512-922-0507

Aletta Banks

www.acta-austin.com

Email: asiancontractor@gmail.com

Carol Hadnot

www.abcatx.com

Email: brc-pro@att.net

Stacy Dukes-Rhone

www.bigaustin.org

Email: info@bigaustin.org

Carol S. Hadnot

Email: brc-pro@att.net

Jodie Huynh

www.austinasianchamber.org

Email: jhuynh@austinasianchamber.org

Tam Hawkins

www.austinbcc.org

Email: admin@austinbcc.org

Casilda Clarich

www.gahcc.org

Email: cclarich@gahcc.org

Juan Oyervides

www.ushca-austin.com

Email: info@ushca-austin.com

| | | |
|---|---|---|
| A K Young Assoc Po Box 201265 Austin, Tx 78720-1265 | Adisa Public Relations 506 W 12th Street Austin, Tx 78701 | Altura Solutions L P 4111 Medical Parkway, Suite 301 Austin, Tx 78756 |
| Ana D Gallo 1501 Barton Springs Rd #230 Austin, Tx 78704 | Asakura Robinson Company L L C 816 Congress Avenue, Suite 1270 Austin, Tx 78701 | B+V Design, Llc 208 W. 4th St., 3a Austin, Tx 78701 |
| Beverly S. Silas Po Box 493 Austin, Tx 78767-0493 | Bobbie Garza-Hernandez Po Box 3911 Austin, Tx 78764-3911 | Buffalo Cloud Consulting Llc 5912 Krinan Court Austin, Tx 78754 |
| Carter Design Assoc Inc 817 W 11th St Austin, Tx 78701-2009 | Cas Consulting & Svcs Inc 7908 Cameron Rd Austin, Tx 78754 | Civic Collaboration Llc 7605 Clydesdale Dr Austin, Tx 78745 |
| Community Development Management Co Inc 317 South Main Street Lockhart, Tx 78644 | Concept Development & Planning, Llc P.O. Box 5459 Austin, Tx 78763-5459 | Cortez Consulting Services 6715 Windrift Way #26 Austin, Tx 78745 |
| Cox Mclain Environmental Consulting, Inc. 8401 Shoal Creek Blvd. Suite 100 Austin, Tx 78757 | Darlene Watkins 4600 Mueller Blvd Unit 4020 Austin, Tx 78723 | Ejbn, Inc. 16238 Ranch Road 620 N Ste. F - 272 Austin, Tx 78717 |
| Eleanor H Mckinney Landscape Architect Inc 2007 Kinney Ave Austin, Tx 78704-4007 | Enviromedia Inc 2021 E 5th St Ste 150 Austin, Tx 78702 | Gamble Osgood Collaborative, Llc 4015 Avenue D Austin, Tx 78751 |
| Green And Sustainable Services, Llc 2421 Amyx Ranch Drive Ponder, Tx 76259 | K Strategies Group Llc 2626 Cole Avenue Ste 501 Dallas, Tx 75204 | Laura R Carroll 111 W 8th St Austin, Tx 78701 |
| Latonya J Pegues 1701 Intervail Dr Austin, Tx 78746 | Leading Technology Advisors, Llc 430 Torrington Drive Austin, Tx 78737 | Mccann Adams Studio 515 Congress Ave, Ste 1600 Austin, Tx 78701 |
| Nancy Ledbetter & Associates Inc 20020 Farm Pond Ln Pflugerville, Tx 78660 | Rjw Operations Inc 8401 Shoal Creek Blvd Austin, Tx 78757 | Rifeline, Llc 1214 W. 5th Street Suite C Austin, Tx 78703 |

Rindy And Associates Inc
2401 East 6th Street #1007
Austin, Tx 78702

Snap Management Group Inc
901 East 12th Street
Austin, Tx 78702

Sue Ellen Jackson
8827 Silverarrow Circle
Austin, Tx 78759

Shaila M Abdullah
8408 Dulac Drive
Austin, Tx 78729

The Ampersand Agency Inc
2901 Via Fortuna Ste 185
Austin, Tx 78741

Woollard Nichols And Associates
3308 Treadsoft Cove
Austin, Tx 78748

Yates Consulting Inc
611 S. Congress, Suite 100
Austin, Tx 78704

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: 7200 JRH0110

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 6 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:



Housing and Community Development
1999 Broadway, Suite 2200
Denver, CO 80202
W: www.bbcresearch.com
E: aggeler@bbcresearch.com
T: 303.321.2547 x256

RFP #7200 JRH0110

ASSESSMENT OF FAIR HOUSING

PREPARED FOR:

City of Austin
124 W 8th Street, Rm 308
Austin, Texas 78701

CREATED

09/30/2017

VALID UNTIL

12/31/2017



September 30, 2017

Mr. John Hilbun
City of Austin
Purchasing Office
124 W 8th Street, Rm. 308
Austin, Texas 78701

Re: Response to RFP #7200 JRH0110

Dear Mr. Hilbun:

BBC Research & Consulting (BBC) is pleased to submit this proposal to the City of Austin to conduct a Regional Assessment of Fair Housing (AFH). We have assembled a highly-qualified team of fair housing and civil rights experts, researchers, and strategic planners for this study. Our team is particularly strong in the two components that are critical for the AFH: 1) creatively engaging all types of citizens, and 2) proposing practical and effective solutions to addressing fair housing barriers.

BBC recently had the privilege of partnering with Abt Associates, Enterprise Community Partners, and the Urban Institute to help design and provide HUD with guidance on the proposed AFH template. Since the template was developed, we have provided HUD-approved training and technical assistance on the implementation of the AFH. Heidi Aggeler helped lead AFH training in Austin in December 2016. She and Mollie Fitzpatrick have provided technical assistance to first submitters in Jonesboro, Arkansas and Omaha, Nebraska.

Since the AFH is a relatively new requirement, very few regional AFHs have been conducted. We were fortunate to be chosen to conduct one of the first regional AFHs between the County of San Mateo, two housing authorities, and four cities. This study is included as our report example along with some of the innovative materials we used to elicit public input.

The AFH differs from the formerly required Analysis of Impediments to Fair Housing Choice (AI) in that it embraces a more comprehensive planning process, focusing on economic, as well as housing, barriers. It also requires identifying which protected classes may be disproportionately impacted by fair housing issues. As such, the AFH requires a team of seasoned researchers and

housing experts. Our team leaders, on average, have more than 18 years of experience with fair housing and housing market research. We also have considerable knowledge of the unique dynamics and pressures of the region's housing market, and state limitations on policy solutions.

Administrative compliance. We have reviewed the insurance and contract requirements included in the Request for Proposals (RFP) and have no exceptions.

BBC is a small business enterprise and this study would be led by BBC's two female partners. We would also work with several local firms that have expertise in community building and possess local in-depth knowledge of housing and social equity conditions in the region: Woollard Nichols Associates, a WBE, and Morningside Research and Consulting, a Historically Underutilized Business (HUB). We would also involve BBC contract employee and policy expert Monica Martinez, who previously lived in Austin before moving to Denver to work for Mayor (now Governor) Hickenlooper.

Thank you for the opportunity to propose on this very important project. We would be pleased to be selected to work with the City of Austin and other participating partners to create a national model of a regional AFH.

Sincerely,

A handwritten signature in purple ink that reads "Heidi Aggeler". The signature is fluid and cursive, with the first name "Heidi" and last name "Aggeler" clearly distinguishable.

Heidi Aggeler
Managing Director

TABLE OF CONTENTS

Tab 1. Required Documents**Tab 2. Experience and Qualifications****Tab 3. Approach, Methodology, and Work Plan**

| | |
|-------------------------------|----|
| Project Tasks | 1 |
| Community Engagement | 8 |
| Timeline & Deliverables | 12 |
| Detailed Work Plan | |

Tab 4. Total Evaluated Cost**Tab 5. Authorized Negotiator****Tab 6. Exceptions to the Proposal**

TAB 1.

Signed Addenda

Signed Offer Sheet

Section 0605—Local Business Presence

Section 0800—Non-discrimination Certification

Section 0815—Living Wages Certification

Section 0835—Nonresident Bidder Provision

Section 0900/0905—Subcontracting Utilization



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: JRH0110

Addendum No: 1

Date of Addendum: September 15, 2017

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

I. Additional Information: The attendance log for the Pre-Proposal Conference is attached.

II. Questions:

Q: Is the website's primary focus for the parties to coordinate processes and materials with each other or is it to serve more of a public facing function?

A: The website will serve both purposes.

Q: Do you anticipate a consultant team needing to spend time coalition building with the parties?

A: No, a good collaborative relationship already exists between the parties.

Q: In the Scope of Work, Task 4.1.4.2, it mentions additional data and maps beyond what HUD has provided. Can you describe this?

A: The City of Austin and other Parties have more in-depth data sets for indicators of opportunity such as food access, transit, health inequities, etc. Some of this data will need to be included in maps in the AFH. The Parties will provide these data sets to the Consultant to use in a robust fair housing analysis along with the HUD-provided tabular data and maps.

Q: This solicitation is based on an interlocal agreement with 10 parties included. Will this result in one contract or ten? How are the parties incorporated? Will this result in 10 separate plans or one plan?

A: There will be one contract for the AFH executed through the City of Austin. The Parties are bound by an Interlocal Agreement. The Consultant shall create one Assessment of Fair Housing document that includes analysis of the individual collaborating jurisdictions and Public Housing Agencies (PHAs) as well as an analysis of the region as a whole. Additionally, depending on the fair housing issues and contributing factors identified through the analysis, the AFH will include individual goals as well as joint, collaborative goals. In reference to Task 4.1.4.2, any and all fair housing analysis data (such as race/ethnicity) that is available for a specific Party shall be included and separately delineated in the AFH. The Consultant is expected to have experience in completing regional analyses that combine amalgamated and individual data description.

Q: Do you have a specific budget for this?

A: The budget for this project is not yet confirmed at this time. Pricing may be negotiated following the evaluation process.

Q: Are you interested in forming a fair housing coordinating committee to include the parties and other possible stakeholders?

A: Focused interaction with local fair housing advocates, stakeholders, and other organizations will be completed through the consultation meetings described in Task 4.1.3.1. The consultant shall develop an outreach strategy in collaboration with the Parties as part of this task.

Q: Are you intending to obtain technical assistance from HUD or a non-profit for regional outreach?

A: We do intend to seek technical assistance from HUD on an as-needed basis, but do not plan to seek assistance for regional outreach from HUD or a non-profit.

Q: There's a mention in the Scope of Work of a data library. Do you have any requirements for what you'd like to see there?

A: The data library shall be in a format that is easily accessible and comprehensible for the Parties' staff to use and reference after the AFH is accepted by HUD. There are no specific requirements at this time on what electronic format the data library should embody, but the Consultant shall be expected to work with the Parties to create an agreed-upon format.

Q: In the 0600, Tab 2, Para. iv., you request a sample analysis or study, which would be quite large. In the original print copy may we submit a link only, or must we include the entire sample in print?


A: Please include the entire sample in print.

Q: Could you please provide to me more information about the MBE/WBE Compliance Plan? Is this required?

A: Yes, an MBE/WBE Compliance Plan must be completed for this project. For assistance completing this requirement, you may contact Small and Minority Business Resources (SMBR) at (512) 974-7600. Contacting SMBR does not violate the "no-contact" period of the Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code).

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


John Hilbun, Contract Mgmt Specialist IV
Purchasing Office
(512) 974-1054

09/15/17
Date

ACKNOWLEDGED BY:

Heidi Aggeler

Name


Authorized Signature

9/28/17

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, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 7200 JRH0110

DATE ISSUED: September 4, 2017

REQUISITION NO.: RQM 17072400652

COMMODITY CODE: 91863 / 91573

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

John Hilbun
Contract Mgmt Specialist IV
Phone: (512) 974-1054
E-Mail: john.hilbun@austintexas.gov

Jonathan Dalchau
Procurement Specialist IV
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Regional Assessment
of Fair Housing

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10:00 AM
CST on September 13, 2017
Conference Number: (512) 974-9300 Participant Code: 749461

LOCATION: 1000 E. 11th Street, Suite 400, Austin, TX 78702

PROPOSAL DUE PRIOR TO: 2:00 PM CST on October 3, 2017

COMPLIANCE PLAN DUE PRIOR TO: 2:00 PM CST on October
3, 2017

PROPOSAL OPENING TIME AND DATE: 3:00 PM CST on
October 3, 2017

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

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

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

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

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

| Address for US Mail (Only) | Address for FedEx, UPS, Hand Delivery or Courier Service |
|---|--|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH0110 | Purchasing Office-Response Enclosed for Solicitation # RFP 7200 JRH110 |
| P.O. Box 1088 | 124 W 8 th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE (ON A FLASH DRIVE)
*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

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

| SECTION NO. | TITLE | PAGES |
|--------------|--|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 | STANDARD SOLICITATION INSTRUCTIONS | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 4 |
| 0500 | SCOPE OF WORK | 8 |
| 0600 | PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS | 4 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION | * |
| 0815 | LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return | 1 |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0900 | MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned | 30 |
| Attachment A | EXCEPTIONS FORM | 1 |

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: Browne, Bortz & Coddington, Inc. dba BBC Research & Consulting

Company Address: 1999 Broadway, Suite 2200

City, State, Zip: Denver, CO 80202

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Heidi Aggeler

Title: Managing Director

Signature of Officer or Authorized Representative: 

Date: 9/28/17

Email Address: aggeler@bbcresearch.com

Phone Number: (303) 321-2547 ext. 256

*** 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 | BBC Research & Consulting | |
| Physical Address | 1999 Broadway, Suite 2200, Denver, CO 80202 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | <input checked="" type="radio"/> No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | Yes | <input checked="" 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?) | Yes | <input checked="" type="radio"/> No |
| | | |

SUBCONTRACTOR(S):

| | | |
|---|---------------------------------------|-------------------------------------|
| Name of Local Firm | Woollard Nichols and Associates | |
| Physical Address | 3308 Treadsoft Cove, Austin, TX 78748 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | <input checked="" type="radio"/> Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | <input checked="" 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?) | Yes | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|--|---|----|
| Name of Local Firm | Morningside Research and Consulting, Inc. | |
| Physical Address | P.O. Box 4173, Austin, TX 78765 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

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.

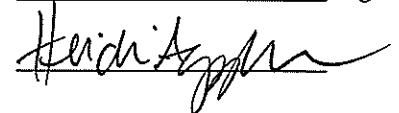
Dated this 29th day of September, 2017

CONTRACTOR

Authorized
Signature

Title

BBC Research & Consulting



Managing Director

CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
(Please duplicate as needed)

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 |
|--------------------|---------------|--------------|------------------|--------------------|
| Heidi Aggeler | BBC | Prime | \$69/hr. | Managing Director |
| Mollie Fitzpatrick | BBC | ↓ | \$69/hr. | Director |
| Teri Gannon | BBC | | \$38/hr. | Sr. Consultant |
| Meharic Tabar | BBC | | \$29/hr. | Associate |
| Shari Holland | Morningstar | Sub | \$38/hr. | Owner/Founder |
| Kelly Nichols | Wolfe Nichols | Sub | \$38/hr. | Owner/Founder |

- (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:

BBC Research & Consulting

Signature of Officer
or Authorized
Representative:

Heidi Aggeler

Date:

1/5/18

Printed Name:

Heidi Aggeler

Title

Managing Director

Section 0835: Non-Resident Bidder Provisions

Company Name BBC Research & Consulting

- 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: Non-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: Colorado

- 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: _____

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 | Regional Assessment of Fair Housing |
| Solicitation Number | RFP 7200 JRH0110 |

| Project Goals or Subgoals | | |
|---------------------------|------|---|
| Combined MBE/WBE | 6.00 | % |
| MBE | | % |
| African American | | % |
| Hispanic | | % |
| Asian/Native American | | % |
| WBE | | % |

Section II — Bidder Company Information

| | | | |
|--|---|--------|-------------------------|
| Company Name | BBC Research & Consulting | | |
| Address | 1999 Broadway, Suite 2200 | | |
| City, State Zip | Denver, CO 80202 | | |
| Phone | (303) 321-2547 | | |
| Fax | (303) 399-0448 | E-Mail | aggeler@bbcresearch.com |
| Name of Contact Person | Heidi Aggeler | | |
| Is your company registered on Vendor Connection? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>BBC8302739</u> If No, please note: All vendors; subcontractors 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.

Heidi Aggeler, Managing Director

Name and Title of Authorized Representative

Signature

9/29/17

Date

For City of Austin SMBR Use Only:

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

Reviewing Counselor _____ Date _____

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

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor 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 Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder 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 | | Bidder Participation Goal | |
|--|--------|---------------------------|-----|
| African American | % | \$ | % |
| Hispanic | % | \$ | % |
| Asian/Native American | % | \$ | % |
| WBE | % | \$ 16,059 | 8 % |
| MBE | % | \$ | % |
| MBE/WBE Combined | 6.00 % | \$ | % |
| Non-Certified | | \$ | % |
| Total Subcontractor Amount | | \$ 16,059 | 8 % |
| Bidder'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"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE | | \$ | % |

Base Bid Amount (*Subs + Bidder amount*)

\$ 200,740

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 Subcontractors (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 | Woollard Nichols & Associates | |
| City of Austin Certification Data | <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Gender/ Ethnicity: | |
| Vendor Code | V00000921257 | |
| Address/ City / State / Zip | 3308 Treadsoft Cove, Austin, TX 78748 | |
| Contact Person & Phone # | Kelly Nichols (512) 940-9739 | |
| Fax & Email Address | kelly@woollardnichols.com | |
| Commodity Codes | 91800 | |
| Commodity Codes Descriptions | Consulting Services | |
| Amount of Subcontract | \$ 16,059 | 8 % |

| | | |
|---------------------------------------|--|---|
| Name of MBE/WBE Certified Firm | | |
| 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 | | |
| 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 | | |
| 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 Subcontractors

(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 Subcontractors 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 Subcontractor | Morningside Research and Consulting | |
| Vendor Code | MOR8302825 | |
| Address/ City / State / Zip | | |
| Contact Person & Phone # | Shari Holland (512) 302-4413 | |
| Fax & Email Address | (512) 302-4416 sholland@morningsideresearch.com | |
| Commodity Codes | 91800 | |
| Commodity Codes Descriptions | Consulting Services | |
| Amount of Subcontract | \$ 40,148 | 20 % |
| Reason Certified Firm not used | Morningside is in the process of becoming WBE certified; they will provide additional capacity to Woollard Nichols. | |
| Name of Non-Certified Subcontractor | | |
| 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 Subcontractor | | |
| Vendor Code | | |
| Address/ City / State / Zip | | |
| Contact Person & Phone # | | |
| Fax & Email Address | | |
| Commodity Codes | | |
| Commodity Codes Descriptions | | |
| Amount of Subcontract | \$ | % |
| First-Level Subcontractor | | |
| Reason Certified Firm not used | | |
| Name of Non-Certified Subcontractor | | |
| Vendor Code | | |
| Address/ City / State / Zip | | |
| Contact Person & Phone # | | |
| Fax & Email Address | | |
| Commodity Codes | | |
| Commodity Codes Descriptions | | |
| Amount of Subcontract | \$ | % |
| First-Level Subcontractor | | |
| Reason Certified Firm not used | | |

Section VI — Disclosure of Second-Level Subcontractors

(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 Subcontractors as registered with the City of Austin.

| | | |
|---|---|---|
| Name of Second-Level Subcontractor | | |
| 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 Subcontractor | | |
| Name of Second-Level Subcontractor | | |
| 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 Subcontractor | | |
| Name of Second-Level Subcontractor | | |
| 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 Subcontractor | | |
| First-Level Subcontractor | | |
| Name of Second-Level Subcontractor | | |
| 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 Subcontractor | | |

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*.

| 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 business 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 contractor ○ 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 Bidder'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 _____

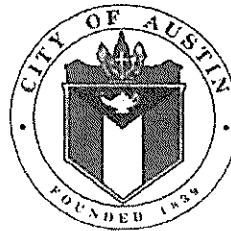
*The City of Austin
Small & Minority Business Resources Department affirms that*

Woollard Nichols & Associates, LLC

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

Women-Owned Business Enterprise

By the City of Austin.



A handwritten signature in dark ink, appearing to read "Veronica Briseño Lara", is written over a horizontal line.

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VERIFICATION CODE: V00000921257

EXPIRATION DATE:
04/22/2019

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.

CONFIRMATION LETTER

Name of Prime Contractor: BBC Research & Consulting

Address: 1999 Broadway, Suite 2200 Denver, CO 80202
Street City State Zip Code

Telephone: (303) 321-2547 Fax: () Proposed Contract Amount: \$

Project/Solicitation Number:

Project Name: Regional Assessment of Fair Housing

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

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

Legal Name of Subcontractor*: Woollard Nichols & Associates

Subcontractor* Vendor Code: V00000921257

Address: 3308 Treadsoft Cove Austin TX 78748
Street City State Zip Code

Telephone: (512) 940-9739 Fax: () Proposed Subcontract Amount: \$

Commodity Code and description of work to be performed by Subcontractor Firm:
91863 - Consultation meetings and Community Meetings

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

Prime Contractor:

BBC Research & Consulting
Legal Name of Firm, as registered with the City

Hadi Aggeler
Signature

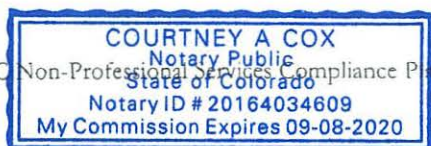
Hadi Aggeler
Print Name

Managing Director
Title

9/28/17
Date

STATE OF Colorado
 COUNTY OF Denver
 SUBSCRIBED AND SWORN TO before me on the
29th day of September, 20 17.

Courtney A Cox
Notary Public
 *Including Suppliers, Manufacturers, Alternates

**Subcontractor:**

Woollard Nichols & Associates
Legal Name of Firm, as registered with the City

Kelly S. Nichols
Signature

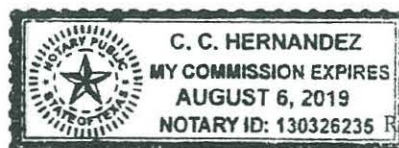
Kelly S. Nichols
Print Name

Principal
Title

9-28-17
Date

STATE OF Texas
 COUNTY OF Travis
 SUBSCRIBED AND SWORN TO before me on the
28th day of September, 20 17.

C. C. Hernandez
Notary Public



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-265644

Date Filed:
09/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BBC Research & Consulting
DDenver, CO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 7200 JRH0110
Regional Assessment of Fair Housing

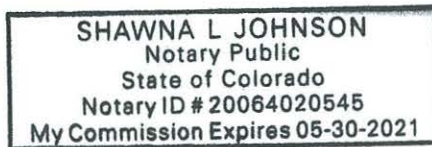
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.




Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Heidi Aggeler, this the 27th day of September, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Shawna Johnson
Printed name of officer administering oath

Finance Manager
Title of officer administering oath

TAB 2.

Experience and Qualifications

OUR PROFILE [TAB 2.I]

BBC's customized research identifies our clients' most pressing needs for housing, community development, and community services. Our studies result in data-driven plans that do more than simply "make a dent" or comply with federal requirements:

Our research helps communities make a difference.

WHAT WE DO

- Housing Market Studies
- Strategic Plans for Housing and Community Development
- Assessments of Fair Housing
- HUD Consolidated Plans
- Economic and Social Impact Analyses

EXPERIENCE

Years in business = **47**

Years of Consolidated Plan experience = **27**

Years of Housing Market research = **18**

Years of Fair Housing planning = **16**

Years of Social and Economic Equity Research = **10**

ABOUT US

Browne, Bortz & Coddington, Inc. (dba BBC Research & Consulting, or BBC) is one of the oldest and largest privately held economic consulting firms in the Rocky Mountain region. The firm was originally part of a research division at the University of Denver specializing in local economic research.

ORGANIZATION STRUCTURE

Named after its founding partners, BBC began operations in 1970 and was incorporated in the State of Colorado in 1983. The firm has grown to include 25 professionals providing market, policy, economic, financial, and statistical research to public and private sector clients.

BBC has four active practice areas including Housing and Community Development, Public and Local Finance, Natural Resources, and Disparity Contracting.

BBC is an S Corporation and is located in downtown Denver at 1999 Broadway, Suite 2200, 80202. Our phone number is 303-321-2547; fax is 303-399-0448; website is www.bbcresearch.com. BBC is a small business. The firm's Federal Employer Identification Number (FEIN) is [REDACTED]

OUR RECENT CLIENTS [TAB 2.II]

**HUD FAIR HOUSING
AND EQUAL
OPPORTUNITY OFFICE**

Assessment of Fair
Housing Training

**CITY OF AUSTIN**

Comprehensive Housing
Study and AI

**TEXAS DEPARTMENT
OF HOUSING AND
COMMUNITY
DEVELOPMENT**

Phase 2 Analysis of
Impediments to Fair
Housing

**SAN MATEO COUNTY**

Assessment of Fair
Housing

**HOUSTON-
GALVESTON REGION**

Equity Model and Fair
Housing Equity
Assessment

**VANCOUVER/CLARK
COUNTY,
WASHINGTON**

Regional Fair Housing
Study

**DENVER REGION**

Fair Housing Equity
Assessment and
Assessment of Fair
Housing

**COLORADO CIVIL
RIGHTS DIVISION**

Predatory Lending
Analysis

TESTIMONIAL

HUD Reviewer
2014

"Great work on your AI, it really is one of the best I've seen...and hits on a lot of the things we will be focusing on with the implementation of the new AFFH rule so you are ahead of the game!"

CORPORATE EXPERIENCE [TAB 2.II]

SAN MATEO COUNTY, CALIFORNIA REGIONAL ASSESSMENT OF FAIR HOUSING

DATE: JAN – OCT 2017

TYPE: AFH PREPARATION

BBC recently completed an Assessment of Fair Housing for San Mateo County, California, located south of San Francisco. The AFH is a collaborative process between the County, four participating jurisdictions, and two housing authorities.

More than 4,000 residents participated in community engagement for the AFH through a resident survey distributed to residents on the housing authority waitlist, through fair housing organizations and centers for independent living, and in community outreach activities. In one month, we received input from more than 3,000 residents as part of our community engagement process.

Community engagement activities were conducted with support of local advocacy organizations using a “Community Engagement in a Box” technique. We conducted a webinar to facilitate local engagement and provided surveys, flyers, AFFH maps, and discussion guides for advocates to use with their constituencies. BBC also led resident focus groups in four languages and in neighborhoods where residents are most vulnerable to displacement and fair housing challenges.

The AFH goals and strategies for each jurisdiction and the region were developed in a policy maker briefing and work session. A copy of the draft AFH is included with our proposal.

HARRIS COUNTY, TEXAS REGIONAL ASSESSMENT OF FAIR HOUSING

DATE: JUNE – DEC 2017

TYPE: AFH PREPARATION

BBC is currently conducting an AFH for Harris County, Galveston, Missouri City, Pasadena, and the two housing authorities in the region. A unique aspect of this AFH is development of “white papers” that discuss the primary fair housing issues in the region and challenges unique to each jurisdiction, including Segregation, Disproportionate Housing Needs, Access to Opportunity, Disability and Access, and Fair Housing Enforcement. Pop Up engagement activities include surveys and discussions with residents at an African American homecoming event, tables at local fairs and rodeos, and a presentation at a back to school event in a low income neighborhood.

NATIONAL ASSESSMENT OF FAIR HOUSING TRAINING

DATE: APRIL 2016 – CURRENT

TYPE: TRAINING AND TECHNICAL ASSISTANCE

As part of national HUD-approved training team, we conduct training on the new Assessment of Fair Housing (AFH) requirement in nine cities nationwide.

Our team is responsible for facilitating training modules on how to use the AFFH Data and Mapping tool, interpreting the data, tables and indices that are required for the AFH, conducting meaningful community engagement, and developing strategies to address fair housing issues and contributing factors.

DENVER, COLORADO REGIONAL FAIR HOUSING EQUITY ASSESSMENT

DATE: DEC 2013 – MARCH 2014

TYPE: FAIR HOUSING ASSESSMENT

BBC conducted a regional housing study and Fair Housing Equity Assessment (FHEA) to support the Sustainable Communities Grant received by the Denver Regional Council of Governments (DRCOG). We examined the distribution of housing types and prices, estimated gaps in housing and access to opportunity by county, and recommended a menu of options for DRCOG to consider as it incorporates housing planning into transportation planning. We are currently engaged with the City of Denver, the City of Aurora, and the Boulder HOME Consortium to conduct a regional AFH, building upon the FHEA.

HOUSTON, TEXAS FAIR HOUSING WORKSHOP

DATE: DEC 2015

TYPE: FAIR HOUSING WORKSHOP

Morningside recently facilitated a public housing forum for the City of Houston Housing and Community Development Department (HCDD) for their Analysis of Impediments (AI). The all-day event was organized around three panel discussions with experts in a variety of disciplines who provided information relevant to the issue of fair housing; a keynote speaker provided demographic information about Houston during lunch. Small group discussions were held twice during the day, one in the morning and one in the afternoon. A total of 173 individuals attended the forum, representing 83 organizations.

AUSTIN, TEXAS RE-ENTRY HOUSING COLLABORATION

DATE: ONGOING

TYPE: STRATEGIC PLANNING

Kelly Nichols is currently providing backbone support and strategic planning for the Austin/Travis County Reentry Roundtable to develop a national model for criminal background screening for landlords. The collaborative recently conducted an analysis of local affordable housing providers' compliance with HUD fair housing guidance for persons with criminal backgrounds.

AUSTIN, TEXAS COMPREHENSIVE HOUSING STUDY AND AI

DATE: NOV 2013 – JULY 2014

TYPE: HOUSING MARKET STUDY, AI

BBC and Morningside Research conducted a comprehensive housing study for the City of Austin. The study involved a very a comprehensive public input effort consisting of a resident survey of low income households, several workshops with community leaders and stakeholders, and targeted focus groups with racial and ethnic minorities, persons experiencing homelessness and persons with disabilities. Altogether, more than 5,000 residents, representing the diversity of the city, participated in community engagement. The study incorporated the housing needs of 600 persons with disabilities, 500 persons of Hispanic descent, and 200 African Americans.

A key component of the study was development of a ZIP-code level housing equity model that assesses availability of rental and homeownership housing for employees of key industries.

The AI component was overseen by a task force of fair housing specialists that included local lawyers, professors and advocates. At the inception of the study, we worked together to design a methodology that covered a range of potential impediments.

HOUSTON-GALVESTON HOUSING EQUITY MODEL

DATE: JAN – DEC 2014

TYPE: FAIR HOUSING ASSESSMENT

BBC conducted data analysis, best practices review, and strategy recommendations for the region's Fair Housing Equity Assessment (FHEA). We developed a customized "community opportunity" model that quantifies access to opportunity at the Census tract level. The model measures residents' access to opportunity using customized variables of amount of affordable housing, balanced housing stock, elementary school quality, poverty, crime, job growth/loss, availability of adult education facilities, and access to grocery stores and health clinics.

STATE OF TEXAS AI**DATE:** JAN – DEC 2013**TYPE:** FAIR HOUSING ASSESSMENT

BBC, along with subcontractor Morningside Research, conducted a comprehensive analysis of fair housing barriers in the entire state of Texas. We mapped concentrations by race, ethnicity, and poverty for every county; compared beneficiaries of housing programs with income eligible populations by county; examined disparities in mortgage loan originations, denial and subprime loans by race and ethnicity, income level, and county; assessed state regulations for effect on furthering housing choice; examined municipal finance regulations and effect on affordable housing development; and conducted a statistically significant survey of residents statewide with representative sampling of minority populations and persons with disabilities.

CLIENT REFERENCES [TAB 2.II]

SAN MATEO COUNTY ASSESSMENT OF FAIR HOUSING—REFERENCE FOR REGIONAL APPROACH TO AFH

BBC recently completed an Assessment of Fair Housing for San Mateo County, California, located south of San Francisco. The AFH is a collaborative process between the County, two housing authorities, and four participating jurisdictions,

More than 4,000 residents participated in community engagement for the AFH through a resident survey distributed to residents on the housing authority waitlist, through fair housing organizations and centers for independent living, and in community outreach activities. In one month, we received input from more than 3,000 residents as part of our community engagement process.

Project Manager:

Lindsay Haddix
Management Analyst
Housing & Community Development
County of San Mateo Department of Housing
264 Harbor Boulevard, Building A
Belmont, CA 94002
Ph: 650-802-3376
lhaddix@smchousing.org

SNOHOMISH COUNTY, WASHINGTON AI—REFERENCE FOR REACHING LIMITED ENGLISH RESIDENTS

A priority for the county in the Analysis of Impediments to Fair Housing Choice was identifying the housing needs of recent immigrants. We worked with resettlement agencies to recruit residents and interpreters for focus groups held at a local community college, where many of the residents attended English as a Second Language classes. Focus groups were conducted with 48 residents in Bhutanese, Somali, and Spanish, in addition to persons experiencing homelessness. Study materials were available in 6 languages (English, Spanish, Russian, Vietnamese, Arabic and Somali) and distributed through trusted community networks.

Project Manager:

Sue Tracy, Housing and Community Development Specialist
Snohomish County
Address: 3000 Rockefeller Ave
Everett, Washington 98201
Phone: (425) 388-3269
Email: sue.tracy@co.snohomish.wa.us

INCLUSIVENESS IN STAKEHOLDER AND RESIDENT ENGAGEMENT

One of BBC's greatest strengths is our ability to connect with diverse groups of stakeholders and residents in our housing studies. If our work is to affect meaningful change, the relationships we establish during our studies must continue beyond the research and reporting phase, into policy development. We have a successful track record of relationship building and have been successful developing trust among participants with differing viewpoints. We believe this trust has been established because we care about the people affected by fair housing challenges.

Members of AI advisory groups who have been involved in BBC's fair housing studies who can speak to the inclusiveness of our work include:

Stephanie Thomas, ADAPT of Texas

Phone (office): 512.442.0252; Cell: 512.415.7200

Email: stephaie.adapt@sbcglobal.net

Pegge McGuire, former Executive Director, Fair Housing Council of Oregon

Phone: 514.704.7627

Email: pmcguire@communityservices.us

Dean Nielson, Executive Director, LIFE Inc. Living Independently for Everyone

Phone: 208.232.2747

Email: dean@idlife.org

SPRINGDALE AND ROGERS, ARKANSAS—REFERENCE FOR MORNINGSIDE AFHS

One of the first AFHs submitted to HUD, this AFH was accepted by HUD on first review with one addendum requested. Morningside coordinated and facilitated a public participation effort that included a resident survey in both English and Spanish, focus groups and a public forum, and stakeholder interviews. Morningside set goals for the city designed to address the fair housing issues and contributing factors that were discovered and to ensure that all residents have equal access to housing.

Project Manager:

Don Hancock, City of Springdale Community Development Block Grant Coordinator

201 Spring Street

Springdale, AR 72764

Phone: (479) 75- 8175

Email: dhancock@springdalear.gov.

The public comment period recently concluded and the report may be viewed here:

http://www.morningsideresearch.com/wp/wpcontent/uploads/Springdale_Assessment_of_Fair_Housing_08_25_17_FINAL.pdf

During the same time period as the City of Springdale, Arkansas project, Morningside completed an AFH for the nearby City of Rogers, Arkansas. The AFH was accepted by HUD on first review, with one addendum requested.

Project Manager:

Donna Johnston, CDBG Administrator, Department of Administration, City of Rogers
301 W Chestnut St
Rogers, AR 72756
Phone: (479) 621-1121
Email: djohnston@rogersar.gov.

Morningside has completed and submitted the AFH, which may be viewed here:

http://www.morningsideresearch.com/wp/wpcontent/uploads/Rogers_Assessment_of_Fair_Housing_08_25_2017_FINAL.pdf

PERSONNEL EXPERIENCE [TAB 2.III]

Heidi Aggeler, BBC Managing Director, Project Contact and Manager

Heidi joined BBC after working as an economic analyst at the Federal Reserve and an auditor for the Federal Deposit Insurance Corporation (FDIC). She joined BBC in 1999, became a partner in 2002, and a Managing Director in 2006. Heidi holds an undergraduate degree in accounting and a Master's degree in policy analysis from the Humphrey Institute at the University of Minnesota.

Fair housing and equity studies:

- San Mateo County Assessment of Fair Housing (AFH), 2017
- State of Indiana Analysis of Impediments to Fair Housing Choice (AI), 2017
- State of Minnesota AI, 2017
- State of Idaho, Assessment of Fair Housing, 2016
- City of Austin, AI and development of a neighborhood-level equity model, 2015
- State of Oregon, AI, 2015
- Houston-Galveston Area Council, Fair Housing Equity Assessment, 2014
- Texas Department of Housing and Community Development, Phase 2 AI, 2013
- Denver Regional Council of Governments, Fair Housing Equity Assessment, 2014
- Snohomish County, Washington, Regional AI, 2012
- Vancouver/Clark County, Washington, Regional AI, 2012
- Sonoma County, California, Regional AI, 2011
- Kansas City, Regional AI, 2011
- City of Santa Fe, AIs, 2011 and 2017
- City of Las Vegas, AIs, 2003 and 2010; City of North Las Vegas AFH, 2017
- State of Nevada, AI, 2010
- State of Idaho, AIs, 2010 and 2016
- State of Colorado Civil Rights Division, predatory lending study, 2009
- State of Colorado Civil Rights Division, fair housing knowledge and awareness survey, 2004

Heidi Aggeler, BBC Managing Director, Project Contact and Manager, (cont'd.)**Fair housing training and presentations:**

HUD Assessment of Fair Housing (AFH) training, New Orleans, Kansas City, Los Angeles, Atlanta, Austin, Salt Lake City, April 2016 – June 2017.

Colorado Housing Finance Authority (CHFA) Board of Directors on the *TDHCA v. ICP* Supreme Court decision and implications on tax credit allocations, Vail, Colorado, September 2016.

Rocky Mountain Land Use Institute's 25th Anniversary Conference, Denver, Colorado, March 2016. Co-presenter with attorney Brian Connolly and attorney/planner Don Elliott on *Applying Fair Housing Requirements to Western Cities*.

Featured trainer at the Denver Metro Fair Housing Center conference, Denver, Colorado, December 2015, sponsored by the National Fair Housing Alliance. Presentation focused on helping communities transition to an Assessment of Fair Housing (AFH) framework.

American Planning Association (APA) National Conferences, New York, Phoenix, Seattle, 2015, 2016, and 2017.

Colorado Chapter of the APA annual conference, Crested Butte, Colorado, October 2014. Co-presenter with attorney Brian Connolly and attorney/planner Don Elliott.

Guest Lecturer, University of Denver Sturm College of Law, *Sustainability and Equity in Housing Development*, October 2012.

Kansas City, Missouri Civil Rights Conference speaker, April 2011.

Mollie Fitzpatrick, BBC Director

Mollie specializes in housing market and economic and social impact studies. She has developed several customized neighborhood-level housing equity models and estimated the economic impact of education and child care programs. She is familiar with a wide range of socioeconomic and demographic data sources. Mollie holds a Master's degree in Economics.

Mollie has in-depth familiarity with the Access to Opportunity indices in the AFH template and has recently led training on the indices for HUD. Recent fair housing research managed by Mollie includes:

Harris County (Houston) Regional Assessment of Fair Housing, ongoing

Jonesboro, Arkansas, technical assistance on AFH, 2017

Emily Griffith Opportunity School, Economic Impacts of Educational Programs, 2016

Santa Barbara County, eCon Plan and AI, 2015

Houston-Galveston Area Council, development of equity model, 2015

City of Austin, development of equity model, 2014

Jen Garner, BBC Senior Consultant

Jen has led numerous community engagement processes in support of fair housing studies. She has led AFH community engagement and data training modules at HUD AFH trainings in nine cities nationwide and is providing technical assistance to the Omaha Regional AFH. She designs unique approaches for every client to ensure that historically marginalized populations are actively engaged in the studies. Recent community engagement processes include:

San Mateo, California—received participation of **more than 4,000 residents** in this regional AFH through a resident survey, pop up engagement, resident focus groups, and open house community meetings.

State of Minnesota—“pop up” interviews with African and Vietnamese immigrants, Native Americans, rural community leaders and business owners, and Hispanic residents in a Spanish mass to discuss housing challenges and ways to increase economic opportunity.

Washoe County, Nevada—a discussion with low income seniors at a lunchtime Bingo event and focus groups with mobile home park residents at a neighborhood community center, 2016.

The City of Austin—neighborhood conversations with African Americans and persons of Hispanic descent in neighborhood community centers. Incorporation of “gamification” techniques in public meetings to help attendees identify fair housing barriers in a comfortable and safe way, 2014.

Snohomish County, Washington—focus groups with immigrant populations in their native languages, 2012.

The Denver Region—discussions with residents living in racially and ethnically concentrated areas of poverty (R/ECAPs), mobile home parks, and rental units in substandard condition, 2014.

State of Oregon—focus groups with residents seeking services at Community Action Centers (CACs) and tribal members on reservations, 2016.

Mehgie Tabar, BBC Research Associate

Mehgie has a background in multifamily real estate development analyses. She recently joined BBC after working in the Bay Area for a real estate consulting firm. Since working at BBC, Mehgie has completed Assessments of Fair Housing (AFH) for the cities of Santa Fe, Pocatello, and North Las Vegas; a best practices analysis of CDBG and HOME for Salt Lake City; market research for a mixed income housing developer; and supported several housing needs assessments. Mehgie holds a Master of Urban and Regional Planning and has several years of experience studying rental housing markets in California.

Monica Martinez, BBC Contract Employee

Monica is a skilled facilitator and public outreach consultant. She currently provides consulting services to The Fax Partnership, a nonprofit that is working to revitalize and preserve housing in the East Colfax corridor in Denver, which is a concentrated area of poverty and home to the most diverse set of residents and families in the state. Prior to working for The Fax Partnership, Monica was a Development Manager for Zocalo Development, a Denver residential builder. In this capacity, she conducted neighborhood outreach and coordinated support with elected officials, including the Mayor of Denver, City Council members, other civic entities, and community stakeholders.

From 2003 to 2007, Monica was a Mayoral Appointee of Mayor John Hickenlooper and project manager for the City's 311 customer service system that became the Mayor's signature customer service achievement project. She also led two citywide community outreach efforts, *Denver Listens* and *Partnership Denver*, which worked to improve civic collaboration in the City.

Monica holds a Masters of Public Affairs degree from the University of Texas at Austin/Lyndon B. Johnson School of Public Affairs, with a focus on municipal level government. She holds an undergraduate degree from University of California Berkeley in Comparative Literature, Spanish, and Portuguese.

SUBCONSULTANT — Shari Holland, Morningside Research and Consulting Principal

Shari is the President of Morningside and has more than 25 years of experience researching public programs and presenting policy findings and recommendations to elected officials and public audiences. Shari's knowledge and insight about governmental policy and decision-making processes enables her to identify and analyze critical issues that impact public programs. She had led the completion of AFHs for Springdale and Rogers, Arkansas, and is currently leading completion of an AFH for Corpus Christi. Shari has a strong command of public finance and program evaluation and has advised administrators at the state and local level regarding improved fiscal and management practices.

Shari holds a Master's degree in Public Affairs, Lyndon B. Johnson School of Public Affairs, from the University of Texas, Austin, Texas and a bachelor's degree in Urban Affairs from The American University.

SUBCONSULTANT — Kelli Lovelace, Morningside Research Analyst

Kelli is a Senior Research Analyst at Morningside and specializes in community engagement. She just completed the community engagement process for the Corpus Christi, Texas, AFH, and an extensive community engagement process for a county-wide community needs assessment in Austin and Travis County, Texas. For both projects, she facilitated focus groups, conducted interviews, prepared the focus group and interview guides, and conducted the qualitative analysis of the input received. Prior to joining Morningside, Ms. Lovelace worked with a non-profit low-income housing provider that collaborated with other organizations in the community to house individuals experiencing homelessness and to provide supportive housing services. Kelli holds a Master's degree in Public Health from the UT Health Science Center and a bachelor's degree in biology from Oregon State.

SUBCONSULTANT — Jonathan Hartman, Morningside Research Analyst

Jonathan is a Senior Research Analyst at Morningside. He has interpreted maps and tables from the HUD AFFH Data and Mapping Tool for several recent AFH submitters and has extensive experience with statistical and structural modeling of economic and policy related data. Jonathan also has five years of experience coordinating and evaluating educational programs in the non-profit sector and more than ten years of experience serving vulnerable populations as a volunteer, educational program coordinator, and economic research analyst. His experience includes assisting refugees and homeless youth with accessing social services, completing job and school applications, and accessing medical care. Jonathan holds a Master's degree in Public Affairs, Lyndon B. Johnson School of Public Affairs, from the University of Texas, Austin, Texas and a bachelor's degree in mathematics from Colorado State University.

SUBCONSULTANT — Kelly Nichols, Woollard Nichols & Associates Founder

Kelly formed Woollard Nichols to nurture social impact in communities through strategy, development and support of coalitions, associates and organizations. The mission of her work is to grow and sustain positive social outcomes in communities. Kelly is a skilled facilitator and coalition builder and has supported a wide array of public, private, and nonprofit coalitions. Recent projects include:

- Austin/Travis County Reentry Roundtable – providing backbone support and strategic planning for this regional coalition of system officials, service providers and persons with lived experience in criminal justice. Produced Locked Out, which assesses local affordable housing providers' compliance with HUD fair housing guidance for persons with criminal backgrounds. Now working closely with the Tenants Council, Apartment Association, and UT Law Clinic to develop a template and guidebook related to criminal background screening for area landlords.
- Youth Recovery Network – provided backbone support and strategic guidance for this collaboration representing youth and young adult substance use treatment and recovery supports. Used collective impact strategic planning approach.
- Via Hope – strategic planning process for a statewide mental health technical assistance provider

Kelly worked for the City of Austin Housing and Community Development Office between 2007 and 2013 as a community development analyst, planner, and outreach coordinator. She holds a Master's degree in Public Affairs, Lyndon B. Johnson School of Public Affairs, from the University of Texas, Austin, Texas and a bachelor's degree in English and Interdisciplinary Studies from Washington and Lee University.

WORK **SAMPLES** [TAB 2.IV]

The Assessment of Fair Housing conducted for San Mateo County, Daly City, Redwood City, San Mateo City, South San Francisco, and the housing authorities of San Mateo County and South San Francisco is included with this proposal under separate cover. Also included are materials we used to advertise events in native languages and engage residents in community conversations with partner organizations. Finally, we have included a Community Engagement Plan for the City of Aurora. This plan was developed after the project kick off meeting and a discussion with city communication staff about how to best reach residents most vulnerable to housing challenges.

TAB 3.

**Approach, Methodology, and Work Plan
(Visual and Detailed)**

APPROACH & WORK PLAN [TAB 3]

This section provides a visual overview of the AFH tasks and community engagement process. A detailed workplan, that follows the organization of the RFP, is appended to this section. Our scope would result in an AFH with regional, local and PHA-specific goals to address the contributing factors identified in the research.

This scope **would exceed the basic AFH requirements** by providing an AFH with a comprehensive community engagement process representative of all types of residents in the Austin region who may face disproportionate fair housing and economic opportunity challenges. We would also provide a matrix the jurisdictions can use to easily incorporate the fair housing goals and strategies into the Consolidated Plan, using the IDIS goals framework.

Although the AFH will be organized in HUD's required format, we will incorporate infographics, charts, and graphs to make the document readable, less dense, and more accessible to the public than a typical AFH or AI.

TASK 1

Project kick-off meeting

TASK 2

Data, programs and policies collection

TASK 3

Demographic and segregation/integration analysis

TASK 4

Housing analysis

TASK 5

Public housing barriers

TASK 6

Private housing barriers

TASK 7

Zoning and land use analysis

TASK 8

Disability and access analysis

TASK 9

Access to opportunity analysis

TASK 10

Enforcement and capacity analysis

TASK 11

Fair housing contributing factors, prioritization, and goals

TASK 12

Draft AFH

TASK 13

Public hearings and final AFH

TASK 1

PROJECT KICK-OFF MEETING

- In-town meeting with consultant team, the participating parties (herein referred as Parties).
- Interviews with housing and community development advocates, developers, service providers to inform design of community engagement process.

At this meeting we would review the workscope and timeline, discuss the process for community engagement activities, review how the Parties will contribute to the AFH, and conduct interviews with stakeholders to begin the data and information gathering process.

Prior to this meeting, we would provide a data request list and our known inventory of data and reports to incorporate into the AFH. We would complete that inventory at the kick-off meeting.

We would also preview the HUD maps and data tables.

TASK 2

DATA, PROGRAMS AND POLICIES COLLECTION

Data collection would include: maps and tables from AFFH tool, primary data for supplemental maps and tables, housing policies and programs, zoning and land use ordinances, local and regional analyses of educational policies, employment and training programs, transportation planning, infrastructure access (sidewalk mapping), and health indicators including food access.

TASK 3

DEMOGRAPHIC AND SEGREGATION/INTEGRATION ANALYSIS

AFH Requirement:

- Analysis of local and regional segregation or lack of integration and Racially and Ethnically Concentrated Areas of Poverty (R/ECAPs).
- Patterns and trends (1990, 2000, 2010, 2015) of residency by race, color, religion, sexual orientation, familial status, national origin, and disability, at city, county, and regional levels.

This task would provide for the cities, counties and region overall: a demographic summary of trends; history of residential settlement patterns; identification of areas of racial/ethnic, disability and economic segregation and integration; changes in the number and locations of R/ECAPs and characteristics of residents living in these neighborhoods; areas of national origin and LEP segregation and integration.

TASK 4

HOUSING ANALYSIS

AFH Requirement:

- Historical settlement patterns and contributors to housing barriers.
- Locational analysis of publicly-assisted housing.
- Types of residents with disproportionate housing needs and locational analysis.
- Needs of families with children relative to availability of larger rentals.
- Analysis of fair housing choice—actual choice, protected choice, and enabled choice.
- Determination of why poverty concentrations and adverse neighborhood conditions exist.

This task would provide, for the cities, counties and the region: homeownership trends, distribution of housing by type, housing affordability trends, location of publicly-supported housing, existence of realistic housing options (“actual choice”), access to housing without discrimination (“protected choice”), realistic access to sufficient information regarding housing options (“enabled choice”).

TASK 5

PUBLIC HOUSING BARRIERS

AFH Requirement:

- Distribution of publicly-supported housing relative to areas of concentrated poverty, race and ethnicity, national origin, LEP, disability, and single parent and large family concentrations; near transit and services.
- Comparison of residency patterns of public housing with income eligible residents in Census tract.

This section would include an analysis of the types of residents who have benefitted from the Parties’ housing programs—e.g., rehabilitation, preservation, and new rental and home construction and assistance.

We would also examine: PHA admission preferences and effect on residency patterns; PHA criminal history policies; voucher holders’ challenges finding rentals; challenges finding accessible units; mobility counseling/portability/central registries; public support or public opposition to different types of publicly supported housing.

TASK 6

PRIVATE HOUSING BARRIERS

AFH Requirement:

Analysis of private section actions that affect housing choice including home mortgage lending and rental transactions.

Examination of private barriers would consist of analysis of Home Mortgage Disclosure Act (HMDA) data to identify areas with fair lending concerns, including areas where subprime loans are concentrated; analysis of barriers in rental transactions; review of complaint data, legal cases.

This task would be supplemented by data and information collected through the community engagement process.

TASK 7

ZONING AND LAND USE ANALYSIS

AFH Requirement:

Examination of zoning ordinances and land use regulations and their effect on housing choice.

Review of city and county zoning regulations and land use code and housing elements for fair housing concerns: analysis of group home provisions, definition of family, occupancy restrictions, visitability, placement of housing near transit and services, disparate impact on protected classes.

Review of how the zoning and land use fair housing challenges identified in the last AI have been addressed and the effectiveness of these changes.

TASK 8

DISABILITY AND ACCESS ANALYSIS

AFH Requirement:

Analysis of access to accessible housing and publicly-supported housing, range of housing options, integrated community settings, access to government facilities and services, public infrastructure, transportation, schools, jobs, employment and recreation.

For persons with disabilities, segregation includes a condition in which housing and/or services are not in the most integrated setting appropriate for an individual's needs in accordance with the Americans with Disabilities Act (ADA).

Analysis would examine: where people with disabilities live and why; access to sufficient, affordable and accessible housing; barriers to more integrated housing arrangements and housing that is near transit and employment centers; deinstitutionalization; failure of landlords to make reasonable accommodations; how well persons with disabilities can access community amenities.

TASK 9

ACCESS TO OPPORTUNITY ANALYSIS

AFH Requirement: Analysis of key opportunity indicators: access to proficient schools, employment, transportation, low poverty environments, and environmentally healthy neighborhoods. Includes:

EDUCATIONAL OPPORTUNITIES

- Disparities in access to proficient schools based on race/ethnicity, national origin, and family status.
- The relationship between residency patterns and proximity to proficient schools.
- How school-related policies, such as school enrollment policies, affect a student's ability to attend a proficient school.
- Access to early childhood education and afterschool programming that affect childhood learning and parents' employment.

TRANSPORTATION OPPORTUNITIES

- Disparities in access to transportation based on place of residence, cost, or transportation frequency.
- How local and regional policies, including regional planning initiatives, affect the ability of protected class groups to access transportation.

EMPLOYMENT OPPORTUNITIES

- Disparities in access to jobs and labor markets.
- Disparities in employment readiness and access to job training.

ENVIRONMENTALLY HEALTHY NEIGHBORHOOD OPPORTUNITIES

- Disparities in access to environmentally healthy neighborhoods.

PATTERNS IN DISPARITIES IN ACCESS TO OPPORTUNITY

- Overarching patterns of access to opportunity and exposure to adverse community factors.
- Identification and characteristics of the areas that have a persistent pattern of poor access to opportunity and high exposure to adverse factors.

TASK 10

ENFORCEMENT AND CAPACITY ANALYSIS

AFH Requirement:

- An evaluation of the success and challenges of the goals selected in the last AI.
- Analysis of complaint and legal trends.
- An analysis of existing capacity to provide fair housing information to residents and stakeholders ("enabled" choice).

This task would also consist of a review of the effectiveness of existing fair housing activities to provide information for the Assessment of Past Goals section of the AFH. This information would be collected through interviews of the Parties' staff and the nonprofits that have carried out fair housing activities. We would also analyze all recent and current lawsuits related to the Fair Housing Act and Americans with Disabilities Act.

TASK 11

FAIR HOUSING CONTRIBUTING FACTORS, PRIORITIZATION, AND GOALS

AFH Requirement:

- Identification of “contributing factors”—i.e., policies and practices, or lack thereof, which contribute to barriers to housing choice and limit access to opportunity.
- Prioritization of contributing factors based on impact on housing choice, access to opportunity, and civil rights.
- Development of realistic, time bound goals to address contributing factors.

Strategies would be crafted carefully—and ensure that the actions taken are “meaningful,” creating outcomes that lead to change. We would also ensure a “balanced approach”—i.e., both mobility- and place-based strategies.

This task would occur in a workshop with the Parties. The consultant team would recommend priorities and goals to address contributing factors for consideration. Prioritization would be related, in part, to the Parties’ ability to influence the contributing factor. Goals would be realistic and meaningful and dovetail with current and planned initiatives.

TASK 12

DRAFT AFH

AFH Requirement:

- Development of AFH through HUD user interface.
- Contributing factors, priorities, and goals identified for the region, for all Parties.

Proposed organization of AFH:

- Executive Summary
- Community Engagement Process
- Assessment of Past Goals and Actions¹
- Demographic Summary
- Segregation/Integration, R/ECAPs
- Disproportionate Housing Needs
- Publicly Supported Housing Analysis
- Disability and Access Analysis
- Fair Housing Enforcement, Outreach Capacity and Resources Analysis
- Contributing Factors, Priorities, Goals—regional, local, for PHA

¹ Alternatively, this section would be wrapped into the Executive Summary or Enforcement, Outreach and Resources section if information is minimal.

TASK 13

PUBLIC HEARINGS AND FINAL AFH

AFH Requirement:

HUD section 3 requirements

We would make a concerted effort to hire Section 3 employees should this contract require additional hires. In addition, we would offer technical assistance and training to Section 3 residents as part of the community meetings and discussions. This would consist of use of the AFFH data and mapping tool, how to interpret the data and maps, and how to design and administer a community survey.

Core elements of this task are public hearings with cities, counties and Resident Advisory Councils and finalization of AFH. We would conduct one public hearing in each county and city and with PHA resident boards. We would provide a summary of input from the consultation process.

We would also provide one electronic, print ready copy of the AFH and two PDFs to each Party. We would provide all data used to develop the AFH, including survey data, to the Parties.

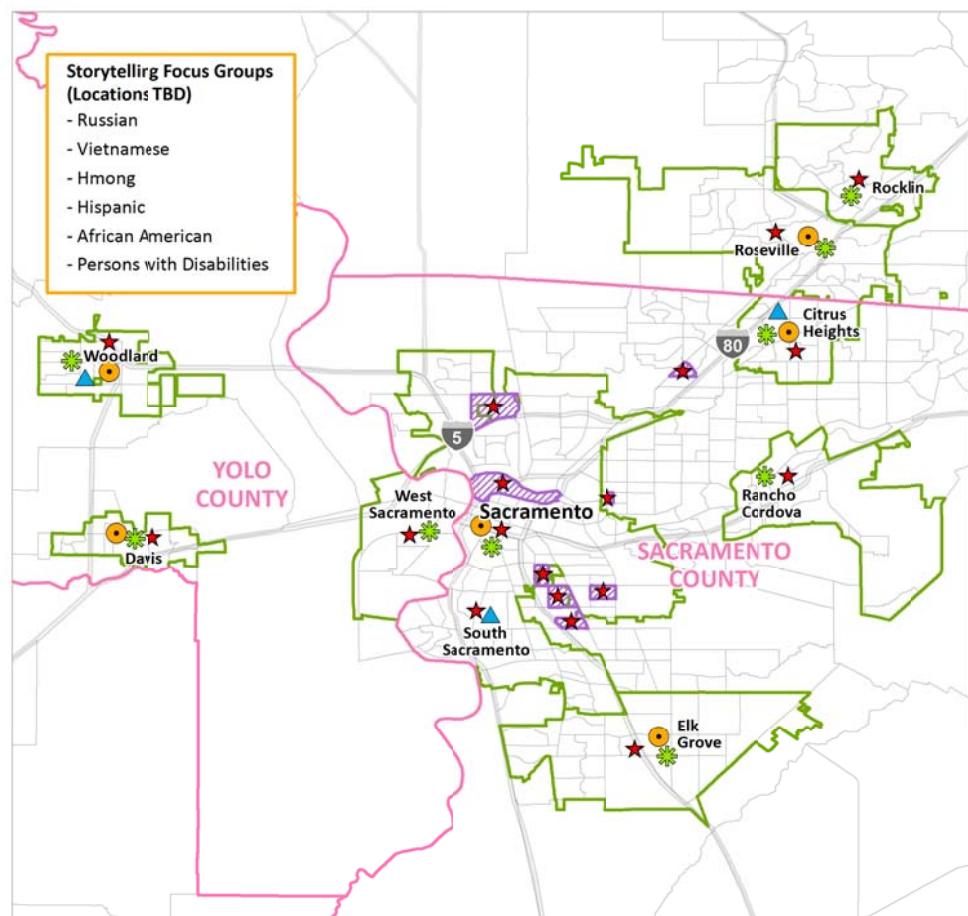
COMMUNITY ENGAGEMENT

Community engagement enriches the portrait of the fair housing landscape. Outreach also provides a platform for residents and stakeholders to react to the AFH maps and data, identify and prioritize contributing factors to fair housing issues, and suggest solutions. At the community engagement kick-off, we would work with the Parties to determine the best locations for each type of outreach. The resulting engagement plan would be mapped like the following example from our Sacramento AFH:

OUTREACH MAPPING EXAMPLE

Proposed Outreach by Geographical Area

- ▲ Open House Public Meetings
- ✱ Public Hearings
- Stakeholder Focus Groups
- ★ Grocery Store Chats
- Countywide Neighborhood Association Meetings
- Census Tracts
- ▨ Racially and Ethnically Concentrated Areas of Poverty
- Jurisdictions



The Parties would choose from the following engagement tools. Each Parties engagement plan would be tailored to maximize input from residents most vulnerable to fair housing challenges.

OPEN HOUSE PUBLIC MEETINGS

Walk-in format with interactive engagement stations, creating opportunities to share personal stories, suggest ideas for strengthening neighborhoods and access to opportunity, prioritize contributing factors, view and respond to AFH maps and data (Two in each city/county, one for each PHA, 10 total).

PUBLIC HEARINGS

May vary in format by city, county, PHA. We recommend an overview of the AFH, sharing maps and data, facilitated discussion and prioritization exercises (one for each city/county, one with PHA Resident Advisory Board).

STAKEHOLDER FOCUS GROUPS

Facilitated discussion to obtain stakeholder perspectives on the AFH maps and data, to surface fair housing issues and contributing factors, prioritization exercises and identifying solutions and goals. Held regionally and open to all stakeholders (5 total, held throughout region).

STORYTELLING FOCUS GROUPS WITH TARGETED POPULATIONS

Focus groups with persons with disabilities, persons experiencing homelessness, Limited English Proficiency residents, racially and ethnically diverse residents. Facilitated in the group's preferred language, open only to those invited by the focus group host, typically a trusted service, faith-based or civic organization (7 total).

NEIGHBORHOOD ASSOCIATION MEETINGS

Open to all Neighborhood Association and community leaders. The format will include presentation of AFH maps and tables, discussion of fair housing issues and contributing factors, prioritization and goals (Optional).

POP UP ENGAGEMENT

The AFH team and volunteers from each of the Parties will facilitate "pop up" engagement as part of events in culturally appropriate venues and in R/ECAPs. Participants will be able to share a housing story, identify a fair housing issue, react to AFH maps and highlight neighborhood assets and challenges (Optional).

RESIDENT SURVEY

A comprehensive online and in person survey that addresses the AFH elements that require an analysis of disproportionate impact. Distributed through partner networks.

AFH PROJECT WEBSITE

The website will include access to AFH maps and data and a link to the AFFH-T data and mapping tool, community engagement opportunities, news, stakeholder survey link and online commenting.

SOCIAL MEDIA ENGAGEMENT

We hope that the Parties and partners will use their social media channels to drive outreach and to dialogue with the community on "hot topics" throughout the AFH process. We would assist with engagement ideas.

OUTREACH COORDINATION

COMMUNITY ENGAGEMENT KICK-OFF

The purpose of the community engagement kick-off is to introduce communications staff from each city, county, PHA and other partner organizations to the draft community engagement plan for feedback; to strategize most effective methods for broad-based public relations and targeted outreach, particularly for the open house and neighborhood association meetings and promoting the grocery store chats; and to alert the team to deadlines/advance notice requirements for the Parties and partner media (e.g., newsletters, utility bill inserts, rent payment envelopes, etc.).

COMMUNITY ENGAGEMENT PLAN

- Guiding document for community engagement implementation
- Identifies key milestones for outreach and each engagement event/activity
- Identifies roles and responsibilities for the BBC team and Parties
- Designed to be nimble to allow the engagement team to leverage opportunities and respond quickly to unforeseen challenges

COMMUNITY ENGAGEMENT IN A BOX

Provides community partners with a tool to engage constituents in the AFH. We hold a webinar or in-person kick-off meeting and train housing and advocacy partners on how to distribute materials in the “engagement box”—flyers, surveys, maps and data. We provide a “community conversations” guide to equip partners with talking points about the AFH and HUD maps and data.

ON-GOING INTERNAL COMMUNICATIONS

- Regularly scheduled check-in calls to track progress implementing the community engagement plan
- Monthly outreach update distributed to the Parties 30-days after each meeting.

PROJECT WEBSITE & NOTICES

- Website will be a repository for project information, maps and data and survey links.

We will manage project communication tools, including outreach and promotional materials, public notices, meeting presentations and facilitations (arranging translations as needed), public comments.

SUCCESSFUL ENGAGEMENT

Meaningful community engagement is an AFH requirement that cannot be met by counting heads. Residents and stakeholders must be consulted throughout the AFH process, from beginning to end. Success means that community engagement yielded local data and local knowledge of the state of fair housing choice and access to opportunity in the region for all residents.

Our engagement tools draw on our experience in qualitative and quantitative marketing research, ethnography, storytelling, improv and community organizing and are informed by lessons we learned:

MEET PEOPLE WHERE THEY ARE.

We are most successful when we engage with people where they live, work, shop or play—and when we make the engagement fun.

OFFER A WIDE VARIETY OF ENGAGEMENT OPPORTUNITIES.

Our approach to meaningful community engagement recognizes that different engagement tools appeal to different resident and stakeholder populations.

BE ACCESSIBLE IN ALL WAYS.

Accessibility begins but does not end with ADA and LEP compliance. We create comfortable and welcoming environments for people from all walks of life, of all ages and abilities.

LISTEN.

Active listening is an essential ingredient to meaningful community engagement. Our role is to listen objectively and truly hear what engagement participants are saying and to probe for more depth.

BE FLEXIBLE.

By its nature, community engagement can be unpredictable. Our ability to shift gears and try new approaches on the fly is forged from the crucible of lessons learned the hard way.

USE WHAT WE LEARN.

The expectation of AFH community engagement is that participants have the opportunity to see the data and maps, raise fair housing issues, identify and prioritize contributing factors and suggest goals. It is our practice to weave the local data and local knowledge gained through community engagement throughout the AFH.

TIMELINE & DELIVERABLES

Our proposed timeline allows for a comprehensive community engagement process, ample draft review periods, a public comment period, presentations to governing boards and PHA resident boards, and timely submission to HUD.

| 2017/2018 | Nov | Dec | Jan |
|---|-----|-----|-----|
| Kick Off Meeting/FHCC/Project Plan and Data Request | | | |
| Development of AFH website | | | |
| Community Engagement Plan Finalized | | | |
| Update Citizen Participation Plans to Reflect AFH | | | |

MANAGEMENT PROJECT UPDATES

Bi-monthly calls with project manager, monthly project update conference calls with all participating jurisdictions and PHAs, regular updates to web page

CLIENT MEETINGS

Monthly updates and quarterly meetings with the FHCC to report progress, review materials, discuss policy responses.

COLLECTION DATA, POLICIES, PROGRAMS

Assemblage of demographic, housing, and policy and program data for analysis of fair housing issues.

COMMUNITY ENGAGEMENT

Community engagement will occur throughout the study. The community engagement timeline will be drafted after the project kick-off meeting.

| 2018 | Jan | Feb | March | April | May | June |
|--------------------------------------|-----|-----|-------|-------|-----|------|
| Consultation and Community Meetings | | | | | | |
| Assessment of Past Goals | | | | | | |
| Demographic and Segregation Analysis | | | | | | |
| Housing Analysis | | | | | | |
| Public Housing Barriers | | | | | | |
| Private Housing Barriers | | | | | | |
| Zoning and Land Use Analysis | | | | | | |
| Disability and Access Analysis | | | | | | |
| Access to Opportunity Analysis | | | | | | |
| Enforcement and Capacity Analysis | | | | | | |

ANALYSIS

DEMOGRAPHIC, HOUSING, PROGRAMS AND POLICIES

Patterns of segregation and integration; location of affordable and publicly-assisted housing; zoning and land use; disability and access; access to opportunity; fair housing resources.

--

2018

| | June | July | Aug | Sept | Oct | Nov | Dec |
|--|------|------|-----|------|-----|-----|-----|
| Draft of AFH | | | | | | | |
| Staff Draft Review Period | | | | | | | |
| Draft AFH Revisions | | | | | | | |
| Final Draft for Public Comment | | | | | | | |
| Public Hearings | | | | | | | |
| Public Hearings – Resident Advisory Board Meetings | | | | | | | |
| Public Comment Period | | | | | | | |
| Public Comments Reviewed – Internal Review | | | | | | | |
| Address Public Comments | | | | | | | |

REPORT

DRAFT AND FINAL

Development of first and final draft reports with graphs, maps, and design elements. Submittal of AFH through HUD portal.

REVIEW

INTERNAL AND EXTERNAL

One round of internal review, 45-day public comment period, HUD review, address HUD comments as needed.

2019

| | Jan | Feb | March |
|-------------------------|-----|-----|-------|
| Online submittal to HUD | | | |
| HUD revisions if needed | | | |

Detailed Work Plan

Consistent with the RFP requirements in Tab 3.i and ii., this section includes:

- A detailed narrative about how the scope would be accomplished;
- A breakdown of work by RFP task;
- Milestones and deliverables;*
- Expectations of the Parties;
- The primary work assigned to the Project Team members, their reporting responsibilities, and the percentage of time each would devote to the project. This includes the roles and management of subcontractors.

*Note that a visual timeline and deliverables appears in the main proposal.

Project Plan (4.1.1)

This section describes our vision for development of the AFH, based on our successful work with communities of similar size and complexity. This workplan would serve as the scope exhibit for a contract should our team be awarded the project. It would also be the document reviewed and refined in the project kick-off meeting.

Establishment of a Fair Housing Coordinating Committee (FHCC). The project will be led by the FHCC, which will include members of every PJ and PHA participating in the AFH.

Immediately after the contract is signed, the consultant team will hold a call with FHCC to review this detailed scope. This will result in the development of a Project Plan that will guide development of the AFH.

The community engagement plan will be developed in the month following this initial call, after FHCC members have had a chance to brainstorm potential events/pop engagement opportunities, venues, and outreach strategies.

FHCC goals. The FHCC will have two broad goals:

- 1) Ensure that historically marginalized residents are involved in development of the AFH, and
- 2) Develop partnership-based fair housing strategies at the regional and local levels.

FHCC meetings and operation. The consultant team will report to this team on a bi-weekly basis via conference call. The FHCC will meet in person with the consultant team every one to two months, depending on project needs.

Meeting schedule for FHCC (tentative) and Project Deliverables:

November 2017—Project kickoff!

In addition to presenting the framework for the AFH, the primary outcomes of this first meeting will be to:

- Decide on the organization and content of the website;
- Identify organizations and individuals who should be included in the process and can assist with recruitment for the resident focus groups;
- Discuss incorporation of all other relevant studies and reports (e.g., transportation/housing/employment linkage studies, demographic projections, community development needs assessments);
- Discuss Citizen Participation Plans (CPPs) and the process for AFH public hearings. As needed, we will provide draft language to the Parties for updating their CPPs to conform to AFH requirements. This will include how to notice the meetings, make reasonable accommodations, and engage Limited English Proficiency residents;
- Discuss fair housing issues of which the Parties are aware (e.g., experienced by their clients) or concerned and how these can become part of the research;
- Discuss fair housing activities funded and completed since the last AI was conducted (could be a summary from recent Action Plan and CAPER reports).

Attended by Heidi Aggeler, Jen Garner, Shari Holland and Kelly Nichols.

January 2018—Official website roll out, finalization of engagement plan and introduction of maps and tables.

The consultant team will develop an AFH website using WordPress and with a domain name selected by the FHCC. All meeting flyers, videos, a calendar of events, relevant data and maps, and draft and final versions of the AFH will be on the AFH website. The website will use Google translate and provide community engagement materials in up to four languages in addition to English. We will provide all rights, passwords and all other associated information to the FHCC at the end of the project.

For an example of an AFH website we helped design, see:

<http://housing.smcgov.org/assessment-fair-housing>

We will also present completed maps and tables that will inform the Demographic and Housing analysis. This information is required to be presented at AFH community meetings. This meeting will allow the FHCC to ask questions about the maps and tables and become comfortable with the information that will become part of the community meetings. We anticipate that the maps and tables will be combination of those provided through the AFH mapping tool and custom products (e.g., maps and reports already completed by the Parties).

We would also take this opportunity to conduct a Community Engagement in a Box meeting to inform community partners (ARCIL, AHA!, Housing Works, UT, etc) of the study and how they can help with constituent outreach and provision of local data and knowledge.

Attended by Heidi Aggeler, Jen Garner, Shari Holland and Kelly Nichols.

March 2018—This meeting will be dedicated to presentation of preliminary knowledge and findings associated with the Demographic, Segregation, and Housing Analysis. It will give the FHCC an opportunity to ask detailed questions about the findings and begin to think about appropriate solutions to address fair housing challenges.

We will also provide an update on the community engagement process.

Attended by Heidi Aggeler, Shari Holland and Kelly Nichols.

May 2018—Presentation of preliminary findings from the Disability and Access to Opportunity Analysis and Private Sector Analysis.

June 2018— Discussion of draft Contributing Factors and presentation of potential Goals and Strategies. This meeting will be a “workshop” format where FHCC members work in small groups to assess the contributing factors and draft solutions. Regional solutions will be discussed in a large group.

TBD—Final meeting, during or after the draft comment period, to discuss potential changes to the AFH and finalize the AFH.

Assessment Tool and Report Content (4.1.2 and 4.1.4.1)

The AFH is developed and submitted to HUD online using the Assessment Tool and User Interface (UI). BBC and Morningside have both used the UI and are familiar with the data entry and document upload process. We will coordinate with each Party’s designated UI coordinator to complete the online assessment.

The guidebook (also referred to as AFH template) will be the blueprint for the report. In addition, the consultant team will develop a report organized as follows, as well as 1-3 page summaries of the major findings and fair housing issues for each PJ and PHA. The sections are indicated in bold text.

- I. **Executive Summary.** HUD does not prescribe a format for the Executive Summary beyond stating that contributing factors and fair housing issues and goals must be identified. Our vision is that the Executive Summary will include:
 - Background information about the AFH requirement and regional approach.
 - Methodology: primary data and information sources used in development of the AFH.
 - Community Engagement Process: description of who participated in the process, focusing on protected classes and historically underrepresented populations; also an overview of stakeholder engagement.

- Summary of national and regional trends affecting housing choice and access to opportunity: historical settlement patterns, population growth, major federal, state and local laws, and economic activities affecting residential growth and change.
 - Current state of fair housing as defined by concentrated poverty, segregation, disparities in housing needs, disparities in access to opportunity, and housing and community amenities available to persons with disabilities. This section will describe fair housing issues for each participating jurisdiction and for the region overall, as well as for the public housing authorities.
 - Summary of past actions to address fair housing barriers at the state and local level and areas for improvement.
 - Fair housing priorities that the Parties have agreed to address regionally and locally during the next five years. Identification of joint and individual strategies and an implementation timeframe.
- II. Community Participation Process.** How the process was conducted, who participated, major findings.
- III. Demographic Summary.** Residential growth patterns, 1990 to 2016 by city, county and Census tract; identification of segregated areas (by race, ethnicity, disability, national origin, Limited English Proficiency (LEP)), areas of concentrated poverty, Racially and Ethnically Concentrated Areas of Poverty (R/ECAPs). Segregation as measured by the dissimilarity index (DI) and changes in the DI over time. Measures of economic segregation.
- IV. Disproportionate Housing Needs and Public and Private Housing Analyses.** Changes in rental costs, home prices, and distribution of housing quality and affordability. Overall gaps between housing supply and demand for the Parties based on Housing Elements. Distribution of publicly supported housing and differences in demographic characteristics of occupants. Analysis of fair lending patterns. An assessment of PHA policies and practices for PHAs operating in the Parties' geographic boundaries.
- V. Access to Opportunity.** An analysis of regional access to quality education, employment and healthy living communities—as determined through transportation systems and housing choice.
- VI. Disability and Access.** Examination of historical barriers to housing, employment and transportation through disability rights movements and progression; access to and within cities (accessible infrastructure, transit frequency); and challenges implementing federal requirements (e.g., how the state implements Money Follows the Person policies; Olmstead requirements and effect on local jurisdictions, if any).
- VII. Fair Housing Enforcement, Outreach and Resources.** Discussion of organizations conducting fair housing enforcement, education, and outreach, as well as, and gaps in capacity.

VIII. Fair Housing Goals and Priorities. Presented for Parties and at a regional level. Priorities, goals, and strategies will be presented in a form that allows a seamless integration into Consolidated Plans, Action Plans and CAPERs.

Regional v. local product. The AFH will be a consolidated document. Maps and tables will be shown at the regional level, and individually for all Parties. The Fair Housing Goals and Strategies Matrix will be provided in a MS Excel format for ease of incorporation into Consolidated Plans, Action Plans and CAPERs (the AFH tool does not currently link to IDIS; this enhancement is planned for the future).

The AFH will be supplemented with 1-3 page summaries of fair housing issues at the local level, including contributing factors, priorities and plan to address the identified issues—in addition to a Goals and Strategies Matrix for entitlement communities.

Fair Housing Analysis (4.1.4.2)

AFH requirement:

The AFFH rule requires an analysis of local and regional segregation or lack of integration and R/ECAPs. The patterns and trends analysis shall be based on race, color, religion, sex, familial status, national origin, and disability, both locally and regionally. For persons with disabilities, segregation includes a condition in which housing and/or services are not in the most integrated setting appropriate for an individual's needs in accordance with the Americans with Disabilities Act (ADA).

The AFFH rule requires an analysis of data for the existence of “disproportionate housing needs.” This is defined as a condition in which there are significant disparities in the proportion of members of a protected class experiencing a category of housing need when compared to other groups or the population as a whole. This requirement can be partially met through HUD-provided maps and tables in the AFH and in the eCon Plan. In addition, the AFH must examine fair housing choice, which means that “individuals and families have the information, opportunity and options to live where they choose without unlawful discrimination and other barriers.¹ This encompasses:

- 1) Actual choice—the existence of realistic housing options;
- 2) Protected choice—access to housing without discrimination; and
- 3) Enabled choice—realistic access to sufficient information regarding housing options.”

Demographic, Segregation/Integration and Housing Analysis

At a minimum, the following analyses must be conducted to meet the above requirements, using the HUD data and maps as a starting point (4.1.4.2.3). Where data are available, trends should be examined from 1990 through 2016.

- A demographic summary of trends in the jurisdictions and the region;

¹ Federal Register Vol. 80, No. 136, Section 5.152 Definitions.

- Identification of areas of racial and ethnic segregation and integration and trends;
- Changes in the number and locations of R/ECAPs and characteristics of residents living in these neighborhoods;
- Areas of national origin and LEP segregation and integration;
- Overlays between segregation and location of publicly-supported housing; and
- Types of residents with disproportionate housing needs and geographic location of residents with high levels of need.

To assess “actual” and future housing choices, BBC will supplement with the following analyses, working with local data sources (4.1.4.2.1):

- Future growth and areas of change based on public investment
- Ranges of poverty rates (not just R/ECAPs);
- “Emerging” R/ECAPs (i.e., those neighborhoods on the threshold of reaching a 40 percent poverty rate or racial/ethnic concentration);
- Homeownership by race and ethnicity and distribution of such households tenure, overlaid with areas lacking private investment based on HMDA analysis;
- Distribution of housing by type and quality (single family detached, multifamily)—
- Median home values and rents and relationship to racial/ethnic/national origin and LEP concentrations
- Location of other types of publicly supported housing (housing created through inclusionary zoning, local trust funds, etc.)
- Prescribed RHNA allocations of housing by need and barriers to accomplishing allocation.

HUD also requires a determination of why segregation and/or concentrated areas of poverty exist. For example, is segregation related to land use regulations that restrict affordable housing? Due to economic factors? A vestige of historical actions? BBC will explore the “why” through stakeholder interviews, focus groups and the community survey—and supplement this with existing research about historical settlement patterns and barriers to housing choice.

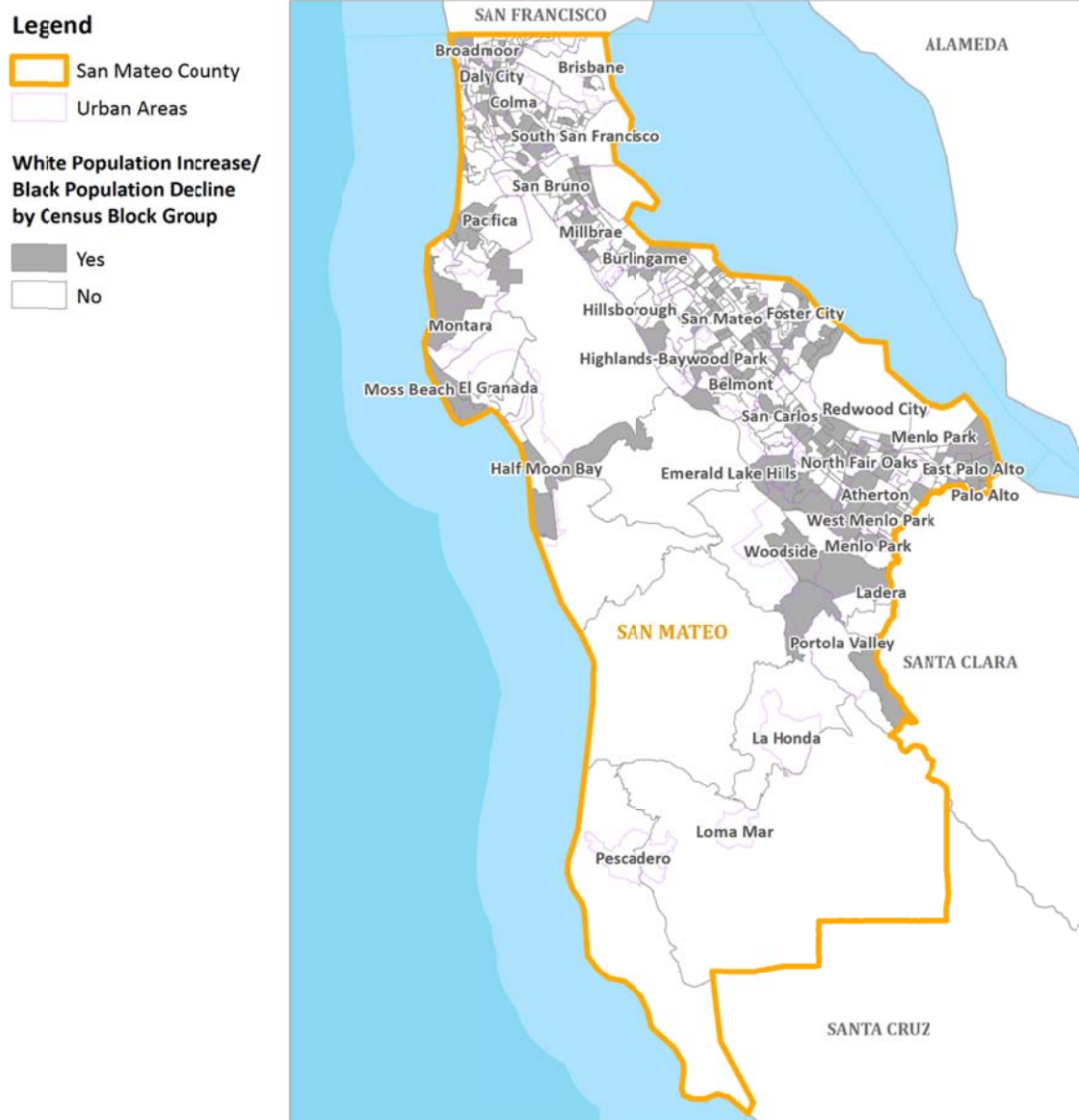
Consistent with the scope of work expectations in the RFP (4.1.4.2.4, 4.1.4.2.5, and 4.1.4.2.6), this task will also provide maps, data tables, and unique analysis for all Parties that contain more accurate and representative data than what is available from HUD. An example of customized maps we created to supplement the HUD maps in the San Mateo County AFH appears below (4.1.4.2.4 and 4.1.4.2.5).

Locations of Affordable Housing for Families

Source:
San Mateo County,
TIGER/Line, ESRI.



Areas of White Population Increase and Black Population Decline between 2010-2015, San Mateo County



Source: 2010 Census, 2015 5-Year ACS estimates, ESRI, TIGER/Line.

Deliverable(s): A draft report section and completion of required sections—Demographic Summary, Segregation/Integration, R/ECAPs and Disproportionate Housing Needs—in the AFH tool. AFH-required maps and tables incorporated into the Community Participation materials (PowerPoints at community meetings, shown in focus groups). Mollie Fitzpatrick and Mehgie Tabar of BBC will lead this task.

Public and Private Housing Barriers

AFH requirement:

The housing requirement of the AFH encompasses a disproportionate needs analysis by race, ethnicity, familial status, and disability; a locational analysis of housing burden; an analysis of

the needs of families with children relative to the availability of larger-unit rentals; reasons for differences in homeownership by race and ethnicity; and the distribution and occupancy patterns of publicly supported housing.

Public sector housing analysis (4.1.4.2.2). The consultant team will use local data from PHAs on the location of public housing developments and vouchers, as well as the racial and ethnic distribution of occupants of public housing and the HUD AFH Data and Mapping tool to:

- 1) Examine the distribution of publicly-supported housing relative to areas of concentrated poverty, race and ethnicity, national origin, LEP, disability, and single parent and large family concentrations; near transit and services; and compared to the share of households for the region overall; and
- 2) Determine if there are concentrations of protected classes in particular developments and why (e.g., are families clustered in certain developments because they cannot find large units in other parts of the region? Do families choose developments near high performing schools?)

We will provide the PHAs with the data needed in the project kick off meeting, in addition to the pre-prepared maps and data tables from the AFFH mapping and data tool for their reaction. Morningside Research would conduct interviews with each PHA about the programs, policies, and administrative plans and provide a discussion guide in advance of the interview.

Ideally, we will supplement the HUD data with an analysis of the types of residents who have benefitted from PHAs' other programs—e.g., rehabilitation, preservation, and new rental and home construction and assistance.

Observed differences in siting of developments and occupancy patterns will be explored through interviews with PHA staff and with stakeholders.

In this section of the AFH, we will also address:

- Admission preferences and how this might affect residency patterns;
- Criminal history/back ground check policies and reasonable accommodations policies (with Kelly Nichols as an advisor);
- Challenges of voucher holders in finding landlords who will accept Section 8, challenges with finding accessible units, and how mobility counseling/portability/central registries help voucher holders access areas of opportunity;
- If and how public support or public opposition to different types of publicly supported housing has contributed to decisions regarding the amount of such housing, the populations served, and the siting of developments;
- If and how state and local funding and scoring criteria (LIHTC, economic development and revitalization programs) affect the siting of developments; and

- If and how land use and zoning regulations affect the distribution of subsidized and assisted housing.

Private sector housing analysis. This section will include an examination of private barriers through a review of Home Mortgage Disclosure Act (HMDA) data to identify areas in the region with fair lending concerns, including areas where subprime loans are concentrated. BBC will map areas of disinvestment/low loan originations and subprime lending overlaid with race/ethnicity and income. BBC will also identify the primary reasons for loan rejections. BBC will pinpoint differences in denial and approval rates by race, ethnicity and income.

The HMDA analysis will be conducted at the city, county and Census tract level. GIS will be used to indicate potential areas of disinvestment. BBC will lead the HMDA data analysis.

Barriers in rental and other (non-lending) sales transactions will be identified through surveys and focus groups. These will help identify if and how housing programs serve protected classes—e.g., mismatch between rental units developed and family size.

We would also explore affirmative marketing efforts in real estate/developer focus groups and include in survey if residents feel ads discourage their applications for housing. This would involve conducting best practices research on local governance of residential marketing materials for developments with jurisdictional support (financial or other development incentives) and approval. We would examine how implicit bias is addressed as part of the development of local ordinances. The intent of this effort is to deploy appropriate mechanisms to ensure that all residential marketing is not used to (intentionally or unintentionally) steer one group over another to particular areas.

Zoning and land use analysis. BBC will review land use and zoning regulations of the cities and counties for their effect on housing choice. This review will focus on regulations that directly affect (e.g., siting of group homes) or may have a disparate impact on housing access and choice of protected classes. The analysis will compare existing regulations against industry best practices and recommend modifications as needed.

Deliverable(s): *Analysis of PHA policies and procedures and contributing factors to siting publicly-supported housing and completion of the Publicly Supported Housing analysis in the AFH. Analysis of private sector practices and procedures and relevant contributing factors incorporated into the AFH. Analysis of zoning and land use regulations.*

Disability and Access Analysis

AFH requirement: The Disability and Access Analysis in the AFH assessment tool is framed as response to questions about the primary barriers to fair housing choice faced by persons with disabilities—and the contributing factors behind these barriers.

Due to the lack of quantitative data on disability and access, this new section of the AFH will be largely informed by focus groups, stakeholder interviews, and the community survey. This section will also include findings from the review of land use and zoning regulations, as well as housing problems and policies, which may create barriers to housing for persons with disabilities. It will cover a wide range of issues related to reducing barriers for persons with disabilities—e.g., moving out of institutionalization, accessing public spaces, lessening failure of

landlords to make reasonable accommodations, assessing resources for making accessibility improvements to homes, etc.

The primary objective of the research will be to:

- Understand where persons with disabilities reside and why.
- Examine whether persons with disabilities have access to sufficient affordable, accessible housing in the jurisdictions. Identify which type of housing is lacking and why—*is this a factor of cost, demand, or supply?*
- Identify barriers to more integrated housing arrangements and housing that is near transit and employment centers.
- Examine how well persons with disabilities can access community amenities and where public infrastructure is weakest and needs improving.
- Examine challenges persons with disabilities face in requesting and obtaining reasonable accommodations and accessibility modifications.
- Identify challenges in state and local laws that affect integrated settings for persons with disabilities. This includes siting of group homes.
- Describe any disproportionate housing needs experienced by persons with disabilities.

Deliverable(s): *Completion of the Disability and Access section in the AFH. Jen Garner of BBC will lead this task.*

Access to Opportunity Analysis

AFH requirement:

The AFH requires an analysis of key indicators of opportunity: Access to proficient schools, employment opportunities, transportation, low poverty environments, and environmentally healthy neighborhoods.

This section will use the HUD-provided Access to Opportunity maps and data and draw on the work already completed on regional access to opportunity. It will also be informed by findings from the Community Participation Process.

Areas examined will include the following. While HUD provides some data and maps for this analysis, it is limited and not tailored to nuances in local markets. As such, BBC will work with the FHCC to incorporate local data where possible. BBC will also incorporate existing studies and findings from the community engagement process to inform this section. The stakeholder focus groups and resident survey pose questions related to access to opportunity, which will be analyzed by jurisdiction.

Educational Opportunity

- Disparities in access to proficient schools based on race/ethnicity, national origin, and family status;
- The relationship between residency patterns and proximity to proficient schools;
- How school-related policies, such as school enrollment policies, affect a student's ability to attend a proficient school;
- Access to early childhood education and afterschool programming that affect childhood learning and parents' employment.

Employment Opportunities

- Disparities in access to jobs and labor markets by protected class groups.
- Disparities in employment readiness and access to job training by protected class.

Transportation Opportunities

- Disparities in access to transportation based on place of residence, cost, or other transportation related factors.
- How local and regional policies, such as public transportation routes or transportation systems designed for use personal vehicles, affect the ability of protected class groups to access transportation.

Environmentally Healthy Neighborhood Opportunities

- Disparities in access to environmentally healthy neighborhoods by protected class groups.

Patterns in Disparities in Access to Opportunity

- Overarching patterns of access to opportunity and exposure to adverse community factors for protected classes. Identification and characteristics of the areas that have a persistent pattern of poor access to opportunity and high exposure to adverse factors.

Deliverable(s): *Completion of the Disparities in Access to Opportunities section in the AFH. BBC will lead this task with assistance from all members of the consultant team.*

Enforcement and Capacity Analysis

AFH requirement: This section of the AFH requires 1) An evaluation of the success and challenges of the goals selected in the last AI; and 2) An analysis of existing capacity to provide fair housing information to residents and stakeholders ("enabled" choice).

The consultant team will collect data from HUD and local fair housing organizations. We will supplement this analysis with a summary of fair housing legal cases gathered from legal databases, as well as data on hate crimes reported by the FBI and hate groups monitored by the Southern Poverty Law Center. We will also analyze all recent and current lawsuits related to the Fair Housing Act and violations of the Americans with Disabilities Act.

Deliverable(s): *Completion of the Fair Housing Enforcement, Outreach Capacity and Resources analysis. Morningside will lead this task.*

Assessment of Past Goals and Actions (4.1.4.1.1 and 4.1.4.1.2)

This task will also consist of an evaluation of the effectiveness of past and current existing fair housing activities to provide information for the Assessment of Past Goals report section of the AFH. This information will be collected through interviews of Parties' staff and a focus group with advocates and the nonprofits that have carried out fair housing activities. We will supplement this with a review of best practices in comparable regions, including an analysis of innovative activities that are part of other regional AFHs.

We will prepare an evaluation memo and circulate it to the Parties for their review. This memo will be discussed in the formation of the 2018-2013 Goals.

Deliverable(s): *Completion of the Assessment of Past Goals and Actions sections of the AFH. Morningside will lead this analysis*

Identification of Contributing Factors and Development of Goals(4.1.4.3)

The AFH requires an identification of “contributing factors”—i.e., policies and practices, or lack thereof, which contribute to barriers to housing choice and limit access to opportunity. HUD provides a list of potential contributing factors in the AFH tool. Identification of contributing factors will take place throughout the development of the AFH and be a product of quantitative analysis and the community input process.

The consultant team will present the contributing factors and primary fair housing issues to the FHCC prior to the goal setting workshop in June.

At this workshop, the contributing factors will be analyzed for the Parties' ability to affect change and influence the contributing factor (4.1.4.3.2). This exercise will result in a prioritization of goals to address fair housing issues in the region and locally. Prioritization will be related, in part, to the Parties' ability to affect change and influence the contributing factor. HUD specifies that the highest priority should be given to those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance.

Strategies will be crafted carefully—and ensure that the actions taken are “meaningful,” creating outcomes that lead to change. We will also ensure a “**balanced approach**”—i.e., both mobility- and place-based strategies.

The consultant team will develop a matrix that links the fair housing issues to contributing factors. For example, lack of affordable accessible housing for people with disabilities in a jurisdiction may be related to the contributing factors of high land costs, codes that do not allow group residential settings, or ignorance of the need by neighbors and policymakers. An example of the matrix we developed for the policy briefings with governing boards for the San Mateo County AFH appears in the Executive Summary of the sample report.

Goal development will occur in two parts (4.1.4.4):

- At the June FHCC workshop, we will present suggested goals for the Parties' reaction. We will facilitate a meeting about how to modify the goals—and introduce new goals—to best address local and regional fair housing challenges (4.1.4.4.2).
- The Parties will have two weeks of goals refinement before the goals matrices are presented during the public comment period. During this period, the consultant team will offer guidance (4.1.4.4.3). Kelly Nichols will facilitate smaller goal setting meetings with partner organizations as needed (up to one meeting for each Party).

The goal setting will result in completed goals matrices that contain metrics and milestones and responsible parties (4.1.4.4.4). The goals will be presented in the draft AFH in this form. In establishing strategies and goals, we will dovetail with current and planned initiatives. The consultant team will recommend metrics, milestones, and a phased-in approach for achievement for each of the goals and related action items.

Draft and Final AFH Plans (4.1.5)

The consultant team will present draft sections of the AFH as they are completed (see FHCC schedule above). A first draft will be provided to the Parties in July 2018 (4.1.5.1.1).

The Parties will have one month to review the draft, after which the consultant team will meet in person or by conference call (depending on the nature of the comments) with the FHCC to discuss modifications. A final draft for public comment will be available in October, with the 45-day draft comment period occurring in October and November. We will revise the document in December and complete the UI data entry, for submission to HUD in January 2019.

Public engagement associated with the draft and final plan will consist of:

- Presentation of the draft plan at public hearings in each county, city, and PHA resident advisory board during the 45-day comment period (4.1.5.1.3). Executive summaries will be provided in up to four languages in addition to English.
- Receipt and logging of public comments (4.1.5.2);
- Preparation of responses to all public comments and a conference call with the FHCC to review the draft responses (4.1.5.2); and
- Optional policy briefings with community partners and elected officials to present the primary findings and goals prior to the beginning of the public period,

The final plan will be submitted to HUD in the UI. After HUD's review we will make modifications and prepare a final AFH, consisting of Executive Summaries in up to four languages (in addition to English) and two PDFs for each Party. This will be supplemented with a data library that contains all data used in development of the AFH, including survey data.

We will also be available to revise the AFH and complete a second public comment period if needed.

Community Participation Process (4.1.3)

AFH requirement:

The Community Participation Process is a fundamental part of the AFH. The primary purpose is to gather local data and local knowledge that cannot be identified in the data analysis. For example, the process can help determine why minority and/or low-income residents of concentrated areas live where they do (by choice or because of housing barriers?) and identify actions or policies that have created or perpetuated segregated housing conditions.

Unlike other elements of the AFH, HUD does not prescribe specific aspects of the Community Participation Process. Instead, HUD relies on participating partners to develop a participation plan that facilitates meaningful contributions from protected classes.

Important items to consider in designing the Community Participation Process:

- Incorporate the maps and data that are required to be considered by the public into the focus group and public meeting exercises.
- Employ communication methods to reach a broad audience. Participants do not have to be knowledgeable about fair housing issues; the process should be open to any interested residents and stakeholders.
- As possible, contract with local businesses for the provision of food and translation services.
- Use the findings from the process to inform the creation of “meaningful” actions for goal-setting.
- Report back to the community about the primary findings in the AFH and strategies.
- Incorporate the Community Participation Process into the Citizen Participation Plan.

Community engagement options. The consultant team would work with the FHCC to design an engagement process that works best for each Party. We have built a variety of options into the project cost.

At minimum, to fulfill the requirements of the RFP, we would conduct:

Stakeholder consultation (4.1.3.1.1). Five stakeholder focus groups will be held throughout the region to discuss regulatory, program, and policy barriers to housing choice and access to opportunity. Heidi Aggeler, Jen Garner and Shari Holland will conduct these groups. We would submit a list of questions to the FHCC before we conduct the groups.

The stakeholder groups and representatives will be determined by the consultant team and the FHCC; the Parties will also help find venues for the focus groups. These groups may be structured around existing meetings—e.g., BBC have given presentations on fair housing challenges at area Realtor Association meetings, at housing conferences, etc.

Examples of the stakeholder consultation meeting groupings and topics:

- **Education and workforce development**—Representatives from public schools, community colleges, major employers, small business alliances, Chambers of Commerce, economic development officials;
- **Fair housing discrimination and barriers**—Disability rights activists, fair housing advocates, legal services staff;
- **Housing**—PHAs, nonprofit and private housing providers and developers, housing advocacy organizations, landlord/tenant organizations;
- **Infrastructure, transportation and environmental health**—Transit and transportation providers, environmental health organizations, fresh food advocates.

Community meetings (4.1.3.2). We would conduct at least two community meetings in each city and county and one meeting with each PHA resident advisory councils, for a total of 15 meetings.

The location, format, and timing of these meetings would be determined based on leverage opportunities and the desires of the FHCC members. These meetings provide the opportunity to spread engagement throughout the region and to bolster representation of all types of residents by coming to where residents live.

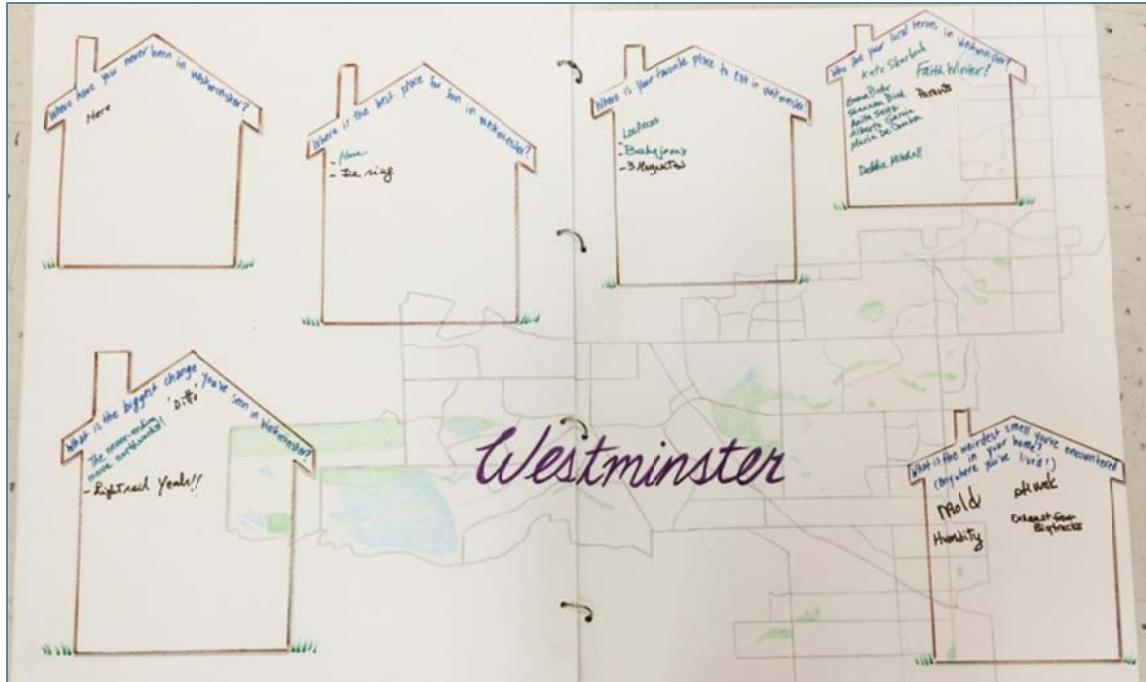
BBC will present community meetings options at the AFH kick-off with the FHCC. Ideally, these meetings would be completed in late winter and early spring to allow incorporation into the first draft of the AFH.

To ensure a broad representation of residents and maximize attendance, we would take innovative approaches to the meetings, incorporating local food vendors, artists, music, and culturally appropriate activities. In a recent meeting in a Denver suburb, we used a “living stories” approach and invited a poetic scribe to participate in the meeting.

The meeting began with two exercises where residents could express their “fears” and “hopes” about how the city is changing. Residents had the opportunity to express in their own words and pictures, as shown below.

The meeting continued with a presentation that defined affordability and described how Westminster’s demographics and housing prices have changed in the past 15 years.





After the presentation, a spoken word artist contributed his thoughts on how the city is changing. He had previously spent time walking the city and visiting with residents in a variety of settings. The poem he shared at the meeting is presented below.

Westminster—A Portrait of Home

By Molina Speaks

Somewhere between big city gentrification,
outdated suburbs and small town
charm, sits a community on the verge
of a facelift. As community forums ask
questions
coffee shop talk suggests answers
with no clear directives,
only reflections of all the goings on
all around.

Talk of a feeling of real people,
everyday people, just more subdued
than in the city (the city being Denver),
more conservative, less out and free,
but free in the sense of feeling at home,
like you can go down to 16th Street
or out to Pearl Street
to meddle with “the crazies,”
and then still come home
to a place of comfort
and security.

Talk of security vanishing
as rents have doubled over the decade,
as inner city gentrification sprawl
encroaches upon the suburbs,
as the suburbs once encroached upon the
country folk,
threatening to push the everyday people
with the everyday charm
out of their everyday “safe haven,”
placing them in a situation relatable
to the inner city.

Talk of a midtown development, its convenience
and walkways, safe for the single ladies
and their dogs, but there are butts
and pauses, reflections of disappearing
mountain views and vanishing open space
now mirroring hymns of Pleasantville
and the Stepford Wives.

People
walking out of their houses
at the same time, at the same pace,
heading in the same routes
to flower downtown.

Talk of hidden gems in green parks
that might be in Westminster,
but may technically in Arvada,
or Thornton, or even Denver, but they
are of Westminster, like the everyday people
straddling the lines of Progress
and preservation.

“We’re cool with weed and dispensaries and gay
pride
and all those big city things going on down
there,”
a group of young folk say,
while posed with the same questions
some old folk look away. Seeing the future
as a question, it seems the young people know
there is something special here, something
beautiful
they don’t want to give away, tucked
in the crevices of strip malls and supermalls,
between moments in cars
to and from Boulder,
to and from Denver—a place
you don’t have to drive to, a place
they know as Home—a home that was once
taken for granted, perhaps in the best of ways,
which the old souls know
they must claim and proclaim
much tighter
than before.

Translations and accommodations. The consultant team would provide reasonable accommodations for persons with disabilities before every meeting and use online materials that are accessible to the visually impaired (Section 508 compliant). For language translations, we would work with locally respected interpreters and translation services. We would work from the Parties' Language Access Plans (LAPs) as a starting point for the languages to offer and expand those as needed.

Engagement promotion. The consultant team would be responsible for finding venues for the events, identifying pop up opportunities, designing and arranging for distribution of flyers and messaging, and providing the Parties with messaging for social media as desired. We would work with the Parties public relations and communications staff to ensure that the messaging is customized to each Party.

Optional community engagement enhancement. Depending on the Parties' budget and preference, we would use the following activities to supplement the above engagement.

Resident survey. The resident survey will be offered in up to five languages and targeted to low to moderate income residents as well as protected classes most vulnerable to fair housing violations. Data would be analyzed at the jurisdictional level and raw data would be provided to the Parties for use in other housing plans.

The resident survey will explore:

- Residents' experience finding and securing their current housing, including measures of how well their housing aligns with their personal preferences;
- The extent to which the members of their household have access to opportunity in both their neighborhood and throughout the community; and
- The survey will also gauge respondents' personal experience with fair housing issues as well as their knowledge of fair housing rights.

Distribution of the survey will be a joint effort between the consultant team, FHCC, local stakeholders, and nonprofit organizations. The consultant team will develop a survey distribution plan and partner with stakeholders to distribute and promote the survey through their networks. Ideally, the Parties, publications, and public service announcements; include a notification of the survey in utility bill mailings to residents living in concentrated areas; and, if possible, distribute the survey on common public transit routes. This plan will be discussed at the kick off meeting.

We have budgeted for a return of 500 surveys for the City of Austin and 200 for the other Parties, including the PHAs.

Resident focus groups. The consultant team will conduct up to seven focus groups with protected classes most vulnerable to discriminatory treatment. We recommend that these groups include persons with disabilities, African Americans, persons of Hispanic descent, LEP populations, low income families, and recent immigrants.

To recruit participants, the consultant team will engage trusted community organizations who work with the protected classes. For example, BBC may want to conduct a focus group at a housing development where immigrants are first housed upon resettling to the region, or as part of an English as a Second Language class, or in barbershop-style chats in neighborhoods. BBC will review recruitment through a lens of protected classes and R/ECAP neighborhoods. *Are advocates for each protected class included? Are the organizations or community leaders currently working in R/ECAP neighborhoods included?* Fair housing organizations, tenants' rights organizations, legal aid groups, food banks, and churches are all good sources for identifying community gatekeepers and more localized organizations. The location of these groups will be based on where residents live rather than distributed by jurisdiction..

Pop-up engagement. Activities would be similar to an interactive open house. The difference would be that this process would leverage existing community events or gathering places in the region and bring the AFH engagement process to the residents. For example, we may:

- Meet seniors who regularly gather at a diner on a Saturday morning in rural parts of the region;
- Hold a discussion with residents after a Spanish mass;
- Hold a discussion with immigrants as part of English as a Second Language class on a community college campus;
- Table at a fair or rodeo.

We typically recommend 2-3 pop ups per jurisdiction.

Neighborhood leader or policymaker briefings. We would provide an AFH overview for neighborhood and community leaders as desired.

The matrices below summarize the engagement, both standard and enhanced, for each Party.

Summary of Community Engagement per Party (Standard and Enhanced)

| Summary of Community Engagement per Party (standard): | Jurisdictions | | | | | Housing Authorities | | | | |
|--|----------------|------------|--------------|---------------|-------------------|---------------------|------------|------------|----------|---------------|
| | City of Austin | Round Rock | Pflugerville | Travis County | Williamson County | Austin | Georgetown | Round Rock | Taylor | Travis County |
| Stakeholder focus groups (shows the Parties stakeholders would represent), 5 total | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Community meetings/open houses, 15 total | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 1 |
| Public hearings | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Total representation in events | 5 | 4 | 4 | 4 | 4 | 2 | 3 | 2 | 2 | 2 |
| Enhancements: | | | | | | | | | | |
| Resident survey (expected participation) | 500 | 200 | 200 | 200 | 200 | 500 | 200 | 200 | 100 | 200 |
| Resident focus groups (location), 7 total | 2 | 1 | 1 | 1 | 1 | | 1 | | | |
| Pop up engagement | 2-3 | 2 | 2 | 2-3 | 2 | | | | | |
| Neighborhood leader or policymaker briefings | TBD | TBD | TBD | TBD | TBD | | | | | |

The success of the community engagement process and primary findings would be summarized in Section III of the AFH and captured in detail in an appendix to the AFH (see the San Mateo County AFH Appendix A). We would demonstrate the use of infographics, as shown below.

HOUSING CHOICES AND NEEDS

community engagement by the numbers

4,066

community engagement participants

93

community open house and
town hall meeting participants

3,929

resident survey
participants

45

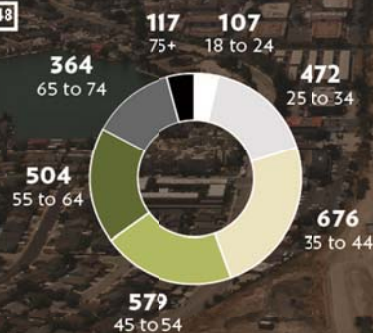
resident focus
group participants

WHO PARTICIPATED IN THE SURVEY?

RACE/ETHNICITY



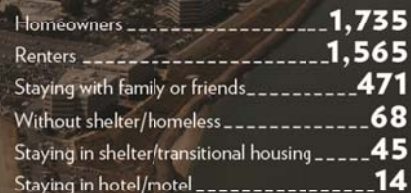
AGE RANGE



LIMITED ENGLISH PROFICIENCY



HOUSING SITUATION



Source: BBC Research & Consulting from the Regional AFH Resident Survey, resident focus groups and Community Open House meetings.

Project staffing

Heidi Aggeler will be the lead project manager. She will oversee the work of all BBC staff and subcontractors. She will also design the report content, assist with community engagement (design and facilitation of stakeholder focus groups), and be the primary developer of the goals. She will dedicate approximately 30 percent of her time to the project.

Mollie Fitzpatrick and Mehgie Tabar will manage completion of the Demographic Analysis, Segregation Analysis, Housing Analysis, and Access to Opportunity analysis. This will include incorporation of local data and knowledge, of which we are very familiar, particularly for the City of Austin. Mollie and Mehgie will dedicate approximately 20 percent of their time to the analysis of demographic, segregation, and housing analysis.

Jen Garner will lead the community engagement design and implementation and manage completion of the Disability and Access task. She will design the survey and conduct the survey analysis. Jen, along with Heidi Aggeler, Mollie Fitzpatrick, Shari Holland, and Kelly Nichols, will share facilitation of stakeholder consultation, resident focus groups, and goals development. The exact facilitator will be determined depending on the subject matter, stakeholder and resident group, and/or facilitator style.

Shari Holland and Morningside staff will manage the Public Housing Authority, Enforcement and Capacity, and Assessment of Past Goals tasks. They will evaluate PHA policies and practices, conduct focus groups with fair housing partners and interview staff who have carried out fair housing activities, analyze complaint data and legal cases, and conduct a best practices review of fair housing activities. They will dedicate 15 percent of their time on average to the project.

Kelly Nichols will assist with the FHCC meetings organization, stakeholder consultation, and facilitation of the goals workshop. Kelly will also serve as an advisor on the analysis of criminal history/back ground check policies and reasonable accommodations policies. She will dedicate 15-20 percent of her time to the project.

We also envision working with local entities to ensure the participation of residents who are most vulnerable to fair housing issues.

Services Required by Parties

Our best work is completed in a cooperative, efficient manner with our clients. Yet we recognize our clients have limited staff time.

Our expectation of the Parties in development of the AFH:

- Participating in the project initiation meeting (*2 hours of staff time*)
- Providing URLs/links to relevant studies, housing policies and programs (*2 hours of staff time*)
- Recommending stakeholders and organizations for community engagement (*2 hours of staff time*)

- Posting of engagement materials and draft plans on department websites and marketing of the plans through social media. Noticing public hearings *(3-4 hours of staff time)*
- Participating in interviews to review housing policies and administrative plans and operations of PHAs *(3-4 hours of staff time)*
- Participating in meetings to review recommended goals and strategies: identify metrics, milestones; and responsible parties *(4 hours of staff time)*
- Reviewing draft documents and participating in conference calls where we discuss staff comments *(16 hours of staff time)*

TAB 4.

Total Evaluated Cost

TOTAL COST [TAB 4]

The cost detailed below reflects our understanding of the scope of work that the Parties would like to accomplish. It is based on the details in the RFP and includes a very comprehensive process for community engagement, translation of engagement materials (survey, community meeting materials) and the executive summary in up to four languages, an identification of disproportionate needs and impact on protected class, a housing policy and program analysis, consultant facilitation of goal setting meetings and policy briefings, and modification of the AFH should HUD require changes. In sum, our scope and cost would deliver a “full service” AFH, minimizing the need for staff time on the project.

| Task 1: Project kick-off, project management, FHCC meetings, website | |
|---|-----------------|
| Director (\$175/hour X 40 hours) | \$7,000 |
| Website Development | \$5,000 |
| Travel (assumes 13 one-person trips for BBC staff) | \$9,750 |
| | \$21,750 |

COMMUNITY ENGAGEMENT PROCESS

| Stakeholder focus groups (5) | |
|---|-----------------|
| Director (\$175/hour X 20 hours) | \$3,500 |
| Senior Consultant (\$150/hour X 24 hours) | \$3,600 |
| Associate (\$135/hour X 16 hours) | \$2,160 |
| | \$9,260 |
| Community meetings (15) | |
| Director (\$175/hour X 30 hours) | \$5,250 |
| Senior Consultant (\$150/hour X 60 hours) | \$9,000 |
| Research Associate (\$125/hour X 60 hours) | \$7,500 |
| Materials preparation | \$500 |
| | \$22,250 |
| Resident survey | |
| Director (\$175/hour X 12 hours) | \$2,100 |
| Senior Consultant (\$150/hour 80 hours) | \$12,000 |
| Research Associate (\$135/hour X 20 hours) | \$2,700 |
| Project Assistant (\$75/hour X 4 hours) | \$300 |
| Materials preparation/translation (4 languages) | \$7,500 |
| | \$24,600 |

| | |
|--|-----------------|
| Resident focus groups (7) | |
| Director (\$175/hour X 12 hours) | \$2,100 |
| Senior Consultant (\$150/hour X 56 hours) | \$8,400 |
| Travel/direct costs | \$2,250 |
| | \$12,750 |
| Policymaker briefings (10 briefings) | |
| Director (\$175/hour X 8 hours) | \$14,000 |
| Project Assistant (\$75/hour X 2 hours) | \$1,500 |
| Travel/direct costs | \$7,500 |
| | \$23,000 |
| Total Cost for Community Engagement Process | \$91,860 |

ASSESSMENT OF FAIR HOUSING

| | |
|---|-----------------|
| Task 2: Data, program, and policies collection | |
| Director (\$175/hour X 8 hours) | \$1,400 |
| Associate (\$135/hour X 24 hours) | \$3,240 |
| Research Associate (\$125/hour X 24 hours) | \$3,000 |
| | \$7,640 |
| Task 3: Demographic and segregation analysis | |
| Director (\$175/hour X 20 hours) | \$3,500 |
| Senior Consultant (\$150/hour X 40 hours) | \$6,000 |
| Research Associate (\$125/hour X 40 hours) | \$5,000 |
| | \$14,500 |
| Task 4: Housing analysis | |
| Director (\$175/hour X 40 hours) | \$7,000 |
| Senior Consultant (\$150/hour X 40 hours) | \$6,000 |
| Associate (\$135/hour X 60 hours) | \$8,100 |
| | \$21,100 |
| Task 5: Public housing barriers | |
| Director (\$175/hour X 32 hours) | \$5,600 |
| Associate (\$135/hour X 40 hours) | \$5,400 |
| | \$11,000 |
| Task 6: Private housing barriers | |
| Director (\$175/hour X 8 hours) | \$1,400 |
| Associate (\$135/hour X 40 hours) | \$5,400 |
| | \$6,800 |

| | |
|---|------------------|
| Task 7: Zoning and land use analysis | |
| Director (\$175/hour X 16 hours) | \$2,800 |
| Associate (\$135/hour X 40 hours) | \$5,400 |
| | \$8,200 |
| Task 8: Disability and access analysis | |
| Director (\$175/hour X 8 hours) | \$1,400 |
| Senior Consultant (\$150/hour X 48 hours) | \$7,200 |
| | \$8,600 |
| Task 9: Access to opportunity analysis | |
| Director (\$175/hour X 12 hours) | \$2,100 |
| Senior Consultant (\$150/hour X 24 hours) | \$3,600 |
| Associate (\$135/hour X 40 hours) | \$5,400 |
| Research Associate (\$125/hour X 32 hours) | \$4,000 |
| | \$15,100 |
| Task 10: Enforcement and capacity analysis | |
| Director (\$175/hour X 8 hours) | \$1,400 |
| Associate (\$135/hour X 24 hours) | \$3,240 |
| | \$4,640 |
| Task 11: Contributing factors, priorities, and goals | |
| Director (\$175/hour X 32 hours) | \$5,600 |
| Senior Consultant (\$150/hour X 32 hours) | \$4,800 |
| | \$10,400 |
| Task 12: Draft AFH | |
| Director (\$175/hour X 24 hours) | \$4,200 |
| Senior Consultant (\$150/hour X 20 hours) | \$3,000 |
| Translation | \$10,000 |
| | \$17,200 |
| Task 13: Final AFH submission | |
| Research Associate (\$125/hour X 32 hours) | \$4,000 |
| Project Assistant (\$75/hour X 8 hours) | \$600 |
| | \$4,600 |
| Total Cost of AFH (includes full Community Engagement Process) | \$243,390 |

*Includes making HUD reviewer adjustments. Does not include second draft comment and public hearing process.

TAB 5.

Authorized Negotiator

AUTHORIZED **NEGOTIATOR**

The authorized negotiator for the Regional Assessment of Fair Housing is:

Heidi Aggeler, Managing Partner
1999 Broadway, Suite 2200
Denver, Colorado 80202
303-321-2547 x256
aggeler@bbcresearch.com

Ms. Aggeler is authorized to negotiate Contract terms and render binding decisions on Contract matters.

TAB 6.

Exceptions to the Proposal

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: 7200 JRH0110

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 6 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

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

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

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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

13. PAYMENT:

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

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

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

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

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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

30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

| <u>Holiday</u> | <u>Date Observed</u> |
|------------------------------------|---------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |

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

| | |
|---------------------------|-----------------------------|
| Thanksgiving Day | Fourth Thursday in November |
| Friday after Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

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

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

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

GOAL DETERMINATION REQUEST FORM

| | | | |
|--|---------------------------|--------------------------------|------------------------------------|
| Buyer Name/Phone | John Hilbun/512-974-1054 | PM Name/Phone | Matthew Ramirez / 512-974-3196 |
| Sponsor/User Dept. | Neighborhood Housing/7200 | Sponsor Name/Phone | Matthew Ramirez / 512-974-3196 |
| Solicitation No | JRH0110 | Project Name | Austin Regional Housing Assessment |
| Contract Amount | \$293,000 | Ad Date (if applicable) | 08/14/2017 |
| Procurement Type | | | |
| <input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification | | | |
| Provide Project Description** | | | |
| Conduct an Assessment of Fair Housing ("AFH") for a two county region in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for affirmatively furthering fair housing. | | | |
| Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No. | | | |
| this is a standalone contract | | | |
| List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable) | | | |
| Housing Consulting / 91863 - 60% Public Information Services / 91573 - 40% | | | |
| John Hilbun | | 7/31/2017 | |
| Buyer Confirmation | | Date | |

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

| | | | |
|--|-------------------------|-----------------------------------|----------|
| FOR SMBR USE ONLY | | | |
| Date Received | 7/31/2017 | Date Assigned to BDC | 8/1/2017 |
| In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination: | | | |
| <input checked="" type="checkbox"/> Goals | % MBE | % WBE | |
| <input type="checkbox"/> Subgoals | % African American | % Hispanic | |
| | % Asian/Native American | % WBE | |
| <input type="checkbox"/> Exempt from MBE/WBE Procurement Program | | <input type="checkbox"/> No Goals | |

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Sufficient availability with 19 MBE's and 18 WBE's.

Subcontracting Opportunities Identified

Subcontracting opportunities in Public Information Services

Keisha Houston-McCutchin

SMBR Staff

Signature/ Date

Keisha Houston-McCutchin
8/14/12

SMBR Director or Designee

Date

ED
8/18/12

Returned to/ Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-265644

Date Filed:
09/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BBC Research & Consulting
DDenver, CO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 7200 JRH0110
Regional Assessment of Fair Housing

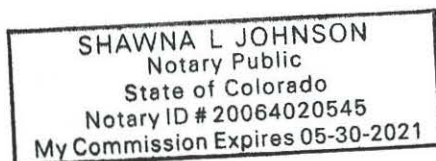
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Heidi Aggeler
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Heidi Aggeler, this the 22nd day of December, 2017, to certify which, witness my hand and seal of office.

Shawna L. Johnson
Signature of officer administering oath

Shawna Johnson
Printed name of officer administering oath

Finance manager
Title of officer administering oath