

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID – BEST VALUE (IFB-BV)
Offer Sheet

SOLICITATION NO: CEA0021

COMMODITY/SERVICE DESCRIPTION: Maintenance and Repair for Parts Washer Machines

DATE ISSUED: 11/26/12

REQUISITION NO.: 7800 12101000022

COMMODITY CODE: 92917
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

BID DUE PRIOR TO: 1:00 PM (CST), Tuesday, December 18, 2012

Colleen Athey
Senior Buyer
Colleen.athey@austintexas.gov
Phone: (512) 974-2388

BID OPENING TIME AND DATE: 1:00 PM (CST), Tuesday, December 18, 2012

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

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

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

SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. () _____

Fax No. () _____

Email Address: _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	12
0500	SPECIFICATION	8
0505	FLEET DELIVERY LOCATIONS AND CONTACTS	2
0600	BID SHEET	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 No Goals Utilization Plan

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions 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 these 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 at the address or phone number indicated on page 1 of this Offer Sheet. 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.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

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 by 2PM Central Savings Time, on December 11, 2012. Please send to Colleen Athey by email colleen.athey@austintexas.gov or fax: 512-974-2388.

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

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

2.1.1. 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.

2.1.2. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. 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 Contract, when applicable. 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.

2.1.3. 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.

2.1.4. 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

2.2. **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.

2.2.1. **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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

- 2.2.1.1. The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - 2.2.1.1.1. Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - 2.2.1.1.2. Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- 2.2.2. 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).
 - 2.2.2.1. The policy shall contain the following provisions:
 - 2.2.2.1.1. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - 2.2.2.1.2. Contractor/Subcontracted Work.
 - 2.2.2.1.3. Products/Completed Operations Liability for the duration of the warranty period.
 - 2.2.2.2. The policy shall also include these endorsements in favor of the City of Austin:
 - 2.2.2.2.1. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - 2.2.2.2.2. Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - 2.2.2.2.3. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 2.2.3. 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.
 - 2.2.3.1. The policy shall include these endorsements in favor of the City of Austin:
 - 2.2.3.1.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - 2.2.3.1.2. Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - 2.2.3.1.3. The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- 2.3. 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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

- 3.1. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- 3.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- 3.3. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph 3.1 above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36-MONTH CONTRACT

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. **PRE-AWARD**

- 4.1. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

5. **POST-AWARD**

- 5.1. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- 5.2. The City may perform site visits during the term of the Contract to verify that the Contractor, or the Contractor's Subcontractor, has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

6. **QUANTITIES**

The quantities listed herein are estimates for the period of the Contract based on prior usage. Actual quantities required for the period of the Contract are unknown. However, the initial annual estimated expenditure is \$40,000 with annual increases of 20% per year thereafter. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

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

- 7.1. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, Equipment and/or parts numbers and descriptions, unit number, license plate number, or vehicle identification number (VIN), credit for core charge for core exchanges, documentation to support all parts charged to the City per the Published Price List paragraph in this Section 0400, and the Contractor's business name, "remit to" name and address, and if applicable, taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.
- 7.2. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- 7.3. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- 7.4. The Contractor agrees to accept payment by 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.
- 7.5. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- 7.6. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

8. **VERIFICATION OF CONTRACTOR'S LABOR HOURS AND PARTS PRICING**

- 8.1. Labor hours must be based on published industry standards where they apply. In areas where such standards have not been published, the City reserves the right to restrict labor hours based on historic experience for like repairs.
- 8.2. Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

using the price list in effect at the time of contract award, revisions approved by the City, and the percentage mark up as indicated on the bid sheet.

- 8.3. If pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- 9.1. If Original Equipment Manufacturer (OEM) or Captive Repair Parts (CRP) are required by the Statement of Work, and are not available, the Offeror offering a non OEM or non-CRP part must submit as part of their Offer materials specifications/descriptive literature for the non-OEM / non-CRP. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- 9.2. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- 9.3. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- 9.4. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

10. HAZARDOUS MATERIALS

- 10.1. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- 10.2. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- 10.3. The MSDS, instructions and information required in paragraph "10.1" must be included with each shipment under the contract.

11. RECYCLED PRODUCTS

The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

12. PRICING REQUIREMENTS

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

- 12.1. A representative sample of items is listed on the Bid sheet, Section 0600, for evaluation purposes.
- 12.2. Multiple contract awards may be made between a cooperative and the lowest, responsive and responsible bidder for either the entire contract, the majority of the contract, or select line items as indicated in paragraph 1 of Section 0500.
- 12.3. All Offerors must submit firm fixed pricing on all items that are listed on the Bid sheet.
- 12.4. **Failure to bid all the line items on the Bid sheet, Section 0600 of the solicitation, may disqualify an Offeror as “non-responsive” and Offeror will not be considered for award of this Contract.**
- 12.5. The Offeror may offer a different percentage markup amount per manufacturer for any other items not specified on the bid sheet; however, items within each manufacturer’s product line must be priced by taking the stated list price and applying that percentage markup. The percentage markup will remain firm throughout the term of the Contract and shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
13. **PUBLISHED PRICE LISTS**
- 13.1. Offeror may quote using published price lists in the following way:
- 13.1.1 Offerors may quote their dealer cost, plus a percentage markup to be added to the cost, for all items to be covered under the Contract.
- 13.1.2 The percentage markup shall remain firm during the life of the Contract and shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 13.2. **Two (2) CDs or electronic copies, if available, of the price list(s) upon which the markups are based shall be submitted within five (5) business days after notice of award.**
- 13.2.1 **The City will accept a printed copy only if no electronic format is available. NOTE: If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.**
- 13.2.2 If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list, the Contractor shall be required to document by written invoice the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
- 13.2.3 All price lists identified in the Offer shall clearly include the Offeror’s name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a markup on a manufacturer’s price list, the price list must also include the manufacturer’s name, the manufacturer’s latest effective date, and the manufacturer’s price schedule. All price lists submitted become part of the Contract and will be used to place orders and to

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

verify the percent markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.

- 13.3. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least **30-calendar days** after written notification. The City reserves the right to refuse any list revision.
- 13.4. The percentage markups on material, supplies, and parts shall be fixed throughout the life of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 13.5. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.
14. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**
- 14.1. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, 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.
- 14.2. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this Contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- 14.3. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- 14.4. 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). Basic employment records shall at a minimum include:
- 14.4.1. Employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

- 14.4.2. Time and date of week when employee's workweek begins
 - 14.4.3. Hours worked each day and total hours worked each workweek
 - 14.4.4. Basis on which employee's wages are paid
 - 14.4.5. Regular hourly pay rate
 - 14.4.6. Total daily or weekly straight-time earnings
 - 14.4.7. Total overtime earnings for the workweek
 - 14.4.8. All additions to or deductions from the employee's wages
 - 14.4.9. Total wages paid each pay period
 - 14.4.10. Date of payment and the pay period covered by the payment
- 14.5. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the Contract containing:
- 14.6. The employee's name and job title
 - 14.7. A statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour
 - 14.8. A statement certifying that the employee is offered a health care plan with optional family coverage
- 14.9. Employee Certifications shall be signed by each employee directly assigned to the Contract.
- 14.10. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.
- 14.11. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph 17.4 above to verify compliance with this provision.
15. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**
- 15.1. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - 15.2. 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.
 - 15.3. The City requires Offerors submitting Offers on this Solicitation to provide a signed 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 (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).
16. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

- 16.1. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- 16.2. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- 16.3. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
17. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- 17.1. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- 17.2. Mail the Purchasing Office Copy of the report to the following address:
- City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
18. **ECONOMIC PRICE ADJUSTMENT**
- 18.1. Prices shown in this Contract shall remain firm for the first 12-month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- 18.2. Price Increases
- 18.2.1. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the Contract number, and include the following documentation:
- 18.2.1.1. An itemized, revised price list with the effective date of the proposed increase
- 18.2.1.2. Copies of the documentation provided by the manufacturer regarding the proposed price increase if the Contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided.
- Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period as per the following:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

Series Id: CUUR0000SETD
Not Seasonally Adjusted
Area: U.S. city average
Item: Motor vehicle maintenance and repair
Base Period: 1982-84=100

18.2.1.3. Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

18.2.2. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office not less than **60-calendar days** prior to each yearly anniversary date of the Contract. Prices will only be considered for an increase at that time. Once received, the City will have **30-calendar days** to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, the Contractor may either maintain the prices currently in effect or negotiate an acceptable increase with the City. or to terminate the Contract.

18.2.3. The proposed percentage change between the current Contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed **twenty-five percent (25%)** for any single line item, and in no event shall the total amount of the Contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

18.2.4. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the Contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

18.3. Price Decreases

18.3.1. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.

18.3.2. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have **30-calendar days** to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the Contractor, or terminate the Contract.

19. PERFORMANCE

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (see also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

20. NON-COMPLIANCE

The City will not tolerate non-compliance to the City's terms and conditions and Statement of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

21. WARRANTY REQUIREMENTS - PARTS (see Paragraph 21, Section 0300)

21.1. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.

21.2. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the City's work order or the Contractor's invoice for repairs. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City.

21.3. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

22. WARRANTY REQUIREMENTS – SERVICES (see Paragraph 22, Section 0300)

22.1. The Contractor warrants and represents that all services 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. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.

22.2. The warranty period shall not start until the part is actually installed on a unit as evidenced by the Contractor's invoice. A copy of the labor and associated parts warranties shall be provided with each repair.

22.3. The Contractor warrants and represents that all services 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. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
MAINTENANCE AND REPAIR SERVICE FOR AUTOMOTIVE PARTS WASHER MACHINES**

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

23.1. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an Interlocal Agreement with the City.

23.2. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal Agreement.

24. **CONTRACT MANAGER**

24.1. 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:

Matt Samaripa, Contract Compliance Supervisor – Fleet Services
1190 Hargrave Street
Austin, TX 78702
Phone: 512-974-3527 or Email: matt.samaripa@austintexas.gov

24.2. 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 STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

1. PURPOSE

1.1 This Invitation for Bid (IFB)-Best Value is to establish a Contract with a single Vendor to provide Maintenance, Repair Services, and Parts for City of Austin (“City”) Dyna Brute Parts Washers. A Contract will be awarded to provide maintenance, repair services and parts on an as-needed basis as stipulated in this solicitation. While this contract is intended to provide non-warranty repair services, it is the desire of the City to contract with a facility that has been authorized by the manufacturer to provide warranty repair services.

1.1.1 The Fleet Service Centers currently uses a Dyna Brute FB Parts Washer Model 964101 and Austin Water Utility uses a Zep Dyna Clean Basin and Drum Model 915201.

1.1.2 Following is the quantity of parts-washer machines located at each Fleet Service Center that will be covered under this Contract. This list and the type of parts-washing machine, however, are subject to change. The City reserves the right to add or remove machines under this Contract.

Service Center	Number of Dyna Brute FB Parts Washers (Model 964101)
Service Center # 1	10
Service Center # 5	3
Service Center # 6	3
Service Center # 8	4
Service Center # 11	4
Service Center # 12	1
Service Center # 13	2
Hornsby Bend	1
Austin Water Utility East Service Ctr	1

NOTE: Austin Water Utility East Service Center is located at 6301-G Harold Court, Austin, Texas 78721.

1.2 The Contract will be utilized by the Fleet Services Department. The City reserves the right to allow other City Departments to utilize the Contract.

1.3 The City intends to solicit bids in response to this IFB-Best Value and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).

1.4 It is the City’s preference to award a single contract for the maintenance, repairs and parts for the parts washer machines for Fleet Services; however, if the cooperative purchasing prices are lower than the bid prices received, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the best-evaluated, responsive and responsible bidder. Award may be based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

2. DEFINITIONS

- 2.1 Delayed delivery of services for the purposes of this solicitation shall mean that the Contractor fails to provide the monthly service within 30 days after the date of the prior month's service.
- 2.2 Delayed response for the purposes of this solicitation shall mean the Contractor does not respond to requests for services within two (2) hours after receipt of order.
- 2.3. Freeboard refers to the distance from the top of the solvent level to the top edge of the parts washing tank.
- 2.4. Full service refers to the draining, cleaning, and refilling of a machine.
- 2.5. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.
- 2.6. Repairs means to return or restore a broken, damaged, or failed part, or piece of equipment to an acceptable operating or usable condition or state.
- 2.7. TCEQ refers to the Texas Commission on Environmental Quality, which is the environmental agency for the state. Their website is <http://www.tceq.state.tx.us/>.

3. CONTRACTOR QUALIFICATIONS

- 3.1. The Contractor shall accept payment by credit card, check, or Electronic Funds Transfer ("EFT") for all parts and repair services provided under the Contract, as indicated in the Invoices and Payment Provision in Section 0400. 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.
- 3.2. The Contractor must be an established vendor regularly engaged in the business of providing automotive parts washer maintenance, repairs and parts for a minimum of three (3) consecutive years within the last five (5) years.
- 3.3. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.
- 3.4. The Contractor must have a business facility equipped with all parts, cleaning solvent, and EPA authorized supplies necessary for providing automotive parts-washer maintenance and repair services.
- 3.5. The Contractor must use a vehicle classified to transport hazardous material and EPA authorized supplies needed to provide automotive parts washer maintenance and repair services.
- 3.6. The Contractor shall transport all cleaning solvents at the time of service and remove all unused solvents at the completion of service from each location. The City will not accept shipment of, or store on City property, any cleaning solvents for the contractor.
- 3.7. The Contractor shall have a minimum of two (2) service technicians, fully qualified and certified, if applicable, to maintain and repair automotive parts washers. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of one (1) year hands-on experience within the last three (3) years working on automotive parts washers

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

4. CONTRACTOR'S RESPONSIBILITIES FOR MAINTENANCE AND REPAIR SERVICES

- 4.1. The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the services described herein. Contractor shall perform all services according to the equipment manufacturer's recommended maintenance and repair techniques and standards.
- 4.2. The Contractor shall perform all maintenance and repair services on site at the applicable service center during the hours specified herein.
- 4.3. The Contractor shall provide a point of contact for coordinating maintenance and repair services for the City. A representative from the Contractor will contact the Service Center by e-mail, fax, or telephone to coordinate routine maintenance and repair services. The request will include the date and time for the maintenance and/or repair visit.
- 4.4. The Contractor shall confirm receipt of purchase orders for maintenance, repair services, full service and solvent replenishment within two (2) hours after receipt of order. Confirmation may be by telephone, email, or fax and will be confirmed to the person who submitted the request.
- 4.5. At the time of the first preventative maintenance on each machine, the Contractor shall verify and affix, if required, a standard maintenance/service label on the machine in the spot designated for such label. At the time of each service, the Contractor shall fill-in the information required as indicated on the label.
- 4.6. The Contractor shall check in with the Fleet Service Center Manager or designee upon arrival at the facility. When checking in, the Contractor shall explain if the visit is for Preventative Maintenance or Repair Service and shall indicate to the Fleet Service Center Manager or designee whether the Contractor has received a purchase order or purchase order number to authorize the visit.
- 4.7. The Contractor shall visit each Fleet Service Center location where parts washer machines are located once a month. The purpose of the visit is to perform preventative maintenance on the machines. This monthly schedule will be determined at the Post-Award meeting.
 - 4.7.1. Preventative maintenance services shall include but is not limited to inspecting the machines for needed repairs, replacing filters, replenishing solvents, and cleaning the parts-washer at each of Service Center location. Contractor shall affix and/or update the maintenance/service label on the machine.
 - 4.7.2. The Contractor shall have sufficient supply of cleaning-solvent to replenish the solvent in each tank. The Contractor shall replenish the solvent for each tank up to the Freeboard line and shall record the amount of solvent used to replenish the tank on the Service Report.
 - 4.7.3. During inspection of the machine, the Contractor shall determine if the machines requires any repairs or parts replaced. Also during the monthly inspection, the contractor shall determine if the machine needs a full service. Prior to making any repairs, replacing any parts, or performing a full service, the Contractor shall provide a written cost estimate to the Fleet Service Center Manager or designee.
 - 4.7.3.1. The written cost estimate shall include:
 - 4.7.3.1.1. Date of Inspection
 - 4.7.3.1.2. Description of the repair needed
 - 4.7.3.1.3. Estimated labor hours and cost
 - 4.7.3.1.4. Description and cost of parts
 - 4.7.3.1.5. Total cost to complete repair services

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

- 4.7.3.1.6. Total amount of time needed to complete repairs
- 4.7.3.1.7. Parts Washer identification number

- 4.7.3.2. The Contractor, upon receipt of written approval of the cost estimate from the Fleet Service Center Manager or designee, shall proceed with the repairs, parts replacement, or performance of full service.

- 4.7.3.3. The Contractor is not authorized to proceed with repairs, parts replacement, or performance of full service based on verbal authorizations, and assumes all liability and responsibility for repairs, parts or full service performed based on such verbal authorizations.

- 4.7.3.4. The Contractor shall submit a new cost estimate if the cost of the necessary repairs or replacement parts increases from the original cost estimate. The new cost estimate shall list the additional repairs and replacement parts and shall be submitted in advance to the Fleet Service Center Manager or designee for written (e.g. email) approval.

- 4.7.3.5. The Contractor shall complete the maintenance, repairs or full service within the timeframe indicated in the estimate, after receipt of the Fleet Service Center Manager or designee's written approval to proceed with the repairs. If more time is required to complete the necessary repairs, the Contractor shall request an extension in writing that includes the reason for the extension and the date repairs will be completed. The Fleet Service Center Manager or designee must approve the Contractor's request for extension in writing.

- 4.7.3.6. Services provided beyond the routine monthly maintenance and inspection may require a separate purchase order.

- 4.7.3.7. The Contractor shall notify the Service Center Manager or designee upon completion of maintenance, repairs, parts replacement or full service.

- 4.7.3.8. The Service Center Manager or designee will inspect the services provided (including replacement of parts) for compliance with all contract requirements and to ensure that services were completed in a satisfactory manner. If, upon inspection, deficiencies are detected, the services shall be rejected and the Contractor shall be required to make the necessary adjustments or correct the services at its own expense. If corrective work is required, the Contractor shall complete corrective work the same business day unless additional time is approved by the Fleet Service Center Manager or designee in writing (e.g. email).

- 4.7.3.9. Upon acceptance of services provided (including replacement parts) the Contractor shall obtain the signature of the Service Center Manager or designee on the Service Report to verify all items completed during the visit.

- 4.7.3.10. A copy of the Service Report shall be provided to the Fleet Service Center Manager or designee at the time of service, and another copy shall be attached to the invoice.

- 4.7.4. If there is a delay to the scheduled preventative maintenance, the Contractor shall immediately notify the Fleet Service Center Manager or designee of the reasons for the delayed response or delivery of repair service. Notification shall be no later than two (2) business days prior to scheduled service. If the Contractor cannot perform the maintenance requirements as identified herein, the Fleet Service Center Manager or designee may cancel the regularly scheduled maintenance with no cost to the City and the

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

contractor shall reschedule the preventive maintenance with the Fleet Service Center Manager or designee.

- 4.8. The Contractor shall anticipate that maintenance, repairs, and services provided will be inspected by the City during the term of the Contract. Fleet Services reserves the right to conduct any tests or inspections deemed necessary to ensure services or parts conform to the equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all maintenance, repairs, parts and services are consistent with the equipment manufacturer's specifications.
- 4.9. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City equipment, buildings, and/or property. Any damage shall be repaired at the Contractor's expense.
- 4.10. The Contractor shall provide an itemized invoice to the Fleet Service Center Manager or designee, upon completion of each maintenance, repair, or full service. The invoice shall include the following information.
 - 4.10.1. Date maintenance, repairs, parts and/or services were provided
 - 4.10.2. Description of the maintenance, repairs and/or services performed
 - 4.10.3. Total labor hours and cost
 - 4.10.4. Itemized list and cost of parts
 - 4.10.5. Total cost to complete services (including parts)
 - 4.10.6. Parts Washer identification number
- 4.11. The Contractor shall provide the parts removed during maintenance, repair, and/or full service of the equipment, for verification purposes, upon request by the Fleet Service Center Manager or designee.
- 4.12. The Contractor shall properly recycle and/or dispose of used and contaminated solvent and/or filters. Costs for recycling or disposal fees shall be factored into the Offer and not charged separately on an invoice. The Contractor shall provide to Fleet Services, upon request, a copy of a standard transportation manifest showing that all used and contaminated solvent and/or filters were properly recycled and/or disposed.
- 4.13. The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).
- 4.14. The Contractor shall submit copies of all documentation related to hazardous waste to both the Fleet Service Center Manager and the City's Occupational Health & Safety Specialist located within Fleet Administration.
- 4.15. The Contractor shall provide a 12-month labor warranty for all repair services. A copy of the labor warranty shall be provided to the Fleet Service Center Manager or their respective designee with each repair.
- 4.16. The Contractor warrants that all repair parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. The warranty period shall not start until the part is actually installed on equipment as evidenced by the Contractor's invoice for maintenance, repair or full service. This warranty shall provide for replacement parts and shall include installation of the replacement part at no additional cost. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their respective designee within five (5) calendar days of request by the City

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

- 4.17. The Contractor shall provide, upon request, a monthly and/or yearly total of all maintenance, repairs, parts and full service provided for Fleet Services. The City prefers that the report be in an electronic format that may be sorted or other City-approved format. The report shall itemize maintenance, repairs, parts replacement, and full service by date, Service Center that placed the order, type of maintenance, repairs, parts and full service provided, cost for labor (including hours and rates), description and cost for parts, total cost of maintenance, repairs, parts and full service provided, parts washer identification number.

5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

- 5.1. The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed maintenance, repairs, and full service within the timeframe stipulated in this Statement of Work. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory and facility as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 5.2. Within five (5) business days of Contract award, the Contractor shall submit to the Fleet Services Contract Manager specified in Section 0400, two (2) CDs or electronic copies, if available, of the price list(s) upon which the markups are based on the bid sheet. The City will accept a printed copy only if no electronic format is available.
- 5.3. If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list with their Offer, the Contractor shall document by written invoice from the supplier the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
- 5.4. The Contractor shall provide new parts. Parts must meet all applicable federal, state and local requirements for quality and safety. If new parts are not available, or if Fleet Services requests them in writing (e.g. email), remanufactured or rebuilt parts may be used. Used, factory seconds, remanufactured, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
- 5.5. The Contractor shall provide OEM parts. If OEM parts are not available, any parts that are not OEM shall be approved by the Fleet Service Center Manager or designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.
- 5.6. The Contractor warrants that ALL parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. This warranty shall provide for replacement parts and shall include pickup of the defective part and installation of the replacement part at no additional cost.
- 5.7. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is actually installed on a parts washer as evidenced by the Contractor's invoice for maintenance, repairs or full services.
- 5.8. The Contractor further warrants that the parts supplied under this Contract will not void existing equipment manufacturer's warranties.
- 5.9. The Contractor shall notify the Contract Manager and the Fleet Service Center Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

the parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

6. CONTRACTOR'S TRAINING RESPONSIBILITIES

- 6.1. The Contractor shall provide within 30 calendar-days after Contract award, hands-on training at each site for all Service Center personnel who have any contact with the parts washer machines.
- 6.2. The training shall include, at a minimum, the following items:
 - 6.2.1. Proper daily operational procedures.
 - 6.2.2. Care of the machine.
 - 6.2.3. Proper maintenance.
 - 6.2.4. Flow direction.
 - 6.2.5. Location of the operating procedure label for each machine.
- 6.3. The training shall be up to two (2) hours a day, or longer if the Contractor deems necessary.
- 6.4. The date of the training shall be coordinated through Fleet Services Occupational Health and Safety Specialist Senior.
- 6.5. Parts washer training will be held at each of the Fleet Service Centers (see Section 0505 for locations).

7. CONTRACTOR'S RESPONSIBILITIES FOR REPORTING

- 7.1. The Contractor, shall keep necessary records to provide all information needed by the City to complete any forms or reports (such as the Form PI-7, Registration for Permits by Rule, if solvent makeup, gross usage minus waste disposal, is over 110 gallons per year) required by TCEQ or any other governmental entity.
- 7.2. The Contractor shall provide a written maintenance, repair or full service report within three (3) business days after each site visit is completed. The cost associated with preparing and furnishing this report shall be a part of the price for services on the Bid. The report shall include, at a minimum, the following information:
 - 7.2.1. Service Center address and number (e.g.,SC#1).
 - 7.2.2. Parts Washer Number.
 - 7.2.3. Amount of fluid (by gallon) added to Free Board Line.
 - 7.2.4. Brief description of maintenance of done.
 - 7.2.5. List of parts repaired or replaced

8. SAFETY

- 8.1. The Contractor shall conform to accepted industry standards for providing automotive parts-washer maintenance and repair services and must meet all federal, state, and local safety and environmental laws (see Paragraph 11 in Section 0300).

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
MAINTENANCE AND REPAIR
FOR
PARTS WASHER MACHINES**

- 8.2. The Contractor shall dispose or recycle all spent solvent and filters in the manner required by federal and state environmental laws. Copies of manifests related to the disposal or recycling of the spent solvent or filters shall be provided, within five (5) business days following the disposal or recycling, to the Contract Manager named in Section 0400.
- 8.3. The Contractor shall submit copies of all documentation related to hazardous waste to both the Fleet Service Fuel Operations Program Manager and to the Fleet Occupational Health & Safety Specialist once per quarter (see Section 0505 for delivery locations and point of contact).

9. WORK HOURS

- 9.1. The City will not pay off-shift rates for repairs performed. Off-shift hours are any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.
- 9.2. Contractor shall provide preventative Maintenance and Repair Service during normal business hours Monday through Friday between the hours of 7:00 A.M. through 4:00 P.M. except for City holidays and weekends unless requested by Fleet Services in advance.

10. MILEAGE

Mileage is not reimbursable, and shall not be billed.

**CITY OF AUSTIN
FLEET SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p>Service Center #1 Chuck Schoenfeld, Manager 6301-A Harold Court Austin, Texas 78721</p> <p>servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233</p>	<p>Parts Room - Service Center #1 Amy Arredondo, Stores Coordinator (512) 974-3029 Harold Terry (512) 974-1763 Jose Herrera (512) 974-1772</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #5 Chuck Schoenfeld, Acting Manager 714 East 8th Street Austin, TX 78701</p> <p>servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903</p>	<p>Parts Room - Service Center #5 Gina Vasquez, Stores Coordinator (512) 974-1857 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974.1813</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #6 Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702</p> <p>servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156</p>	<p>Parts Room - Service Center #6 Lonnie Jones, Stores Coordinator (512) 974-1744 Daniel Ramirez (512) 974-1743</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #8 Vacant, Manager contact Julie Boring, Operations Manager 4411-D Meinardus Austin, TX 78745</p> <p>servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524</p>	<p>Parts Room - Service Center #8 Daniel Dominguez, Stores Coordinator (512) 974-1759 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #11 Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721</p> <p>servicecenter11@austintexas.gov Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055</p>	<p>Parts Room - Service Center #11 Glenn Iosbaker, Stores Coordinator (512) 974-9022 Rey Degollado (512) 974-4319</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #12 Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744</p> <p>servicecenter12@austintexas.gov Main Tel. No.: (512) 974-4327 / Fax No.: (512) 974-4328</p>	<p>Parts Room - Service Center #12 Glenn Iosbaker, Stores Coordinator (512) 974-9022 Edward Kinch (512) 974-9020</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #13 William Lindbergh, Manager 2412 Kramer Lane, Bldg A Austin, TX 78758</p> <p>servicecenter13@austintexas.gov Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968</p>	<p>Parts Room - Service Center #13 Long Le, Stores Coordinator (512) 491-3957</p> <p>le.long@austintexas.gov</p>

**CITY OF AUSTIN
FLEET SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p>Fleet Tire Shop Ryan Braziel, Stores Coordinator (512) 974-1487 6301-K Harold Court Austin, TX 78721</p> <p>ryan,braziel@austintexas.gov</p>	<p>Hornsby Bend Ed Simpson, TP Diesel Mech. 2210 S. FM 973 Austin, TX 78725</p> <p>servicecenter1@austintexas.gov Main Tel. No.: (512) 974-2052 / Fax No.: (512) 974-2233</p>
<p>Materials Control 6301-K Harold Court Austin, Texas 78721</p> <p>John Christofferson, Materials Control Manager 512-974-1750 Email: john.christofferson@austintexas.gov</p> <p>Lonnie Jones, Materials Control Supervisor, Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: lonnie.jones@austintexas.gov</p> <p>Henry Guerra, Materials Control Supervisor Parts Rooms 8, 11, 12 (512) 974-1547 Email: henry.guerra@austintexas.gov</p>	<p>Fleet Administration - Contracts & Contract Compliance 1190 Hargrave Street Austin, TX 78702</p> <p>Matt Samaripa, Contract Compliance Supervisor (512) 974-3527</p> <p>Hazel Black, Contract Compliance Specialist Sr. (512) 974-1751 Fax: (512) 974-9170</p> <p>Alan Fish, Contract Compliance Specialist (512) 974-1532</p> <p>fleetcompliance@austintexas.gov Fax No.: (512) 974-1769</p>
<p>Vehicle Support and Accidents Irvin Schmidt, Fleet Operations Manager 6400 Bolm Road Austin, TX 78721</p> <p>fleetaccidentgroup@austintexas.gov Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630</p>	<p>Fuel Operations and Acquisitions Will O'Connor, Program Manager 6400 Bolm Road Austin, TX 78721</p> <p>fleetfueloperations@austintexas.gov Main Tel. No.: (512) 978-2644 / Fax No.: (512) 978-2630</p>
<p>Auction and Make Ready Eddie Goebel, Fleet Program Manager 6400 Bolm Road Austin, TX 78721</p> <p>auction.fleet@austintexas.gov fleetmakereadydepartment@austintexas.gov Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630</p>	<p>Fleet Administration – Safety Jo-Ann Cowan, Occupational Health & Safety Spec Sr. 1190 Hargrave Street Austin, TX 78702</p> <p>jo-ann.cowan@austintexas.gov Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549</p>

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). NO P.O. BOX ADDRESSES WILL BE ACCEPTED.

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: CEA0021

PROJECT NAME: Maintenance and Repair for Parts Washer Machines

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

SOLICITATION NUMBER: CEA0021

PROJECT NAME: Maintenance and Repair for Parts Washer Machines

(Please duplicate as needed)

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: **CEA0021**

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 92917

DESCRIPTION:Automotive Shop Equipment Maintenance and Repair

- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title