



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**INVITATION FOR BID BEST VALUE (IFB-BV)**  
**OFFER SHEET**

**SOLICITATION NO:** IFBBV SLW0202

**COMMODITY/SERVICE DESCRIPTION:** Automotive Body Repair Services

**DATE ISSUED:** July 13, 2015

**REQUISITION NO.:** 7800 15050700329

**PRE-BID CONFERENCE TIME AND DATE:** Wednesday, July 22, 2015 at 3:00 PM

**COMMODITY CODE:** 92819

**LOCATION:** Municipal Building, 124 W. 8<sup>th</sup> Street  
 Room 335.5, Austin, TX 78701

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

**BID DUE PRIOR TO:** Wednesday, August 12, 2015 at 2:00 PM  
**BID OPENING TIME AND DATE:** Wednesday, August 12, 2015 at 2:15 PM

**COMPLIANCE PLAN DUE PRIOR TO:** Wednesday, August 12, 2015 at 2:00 PM

Buyer II

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

**Phone:** (512) 974-7711

**E-Mail:** sandy.wirtanen@austintexas.gov

Jonathan Dalchau

Senior Buyer

**Phone:** (512) 974-2938

**E-Mail:** jonathan.dalchau@austintexas.gov

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening 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 # SLW0202	Purchasing Office-Response Enclosed for Solicitation # SLW0202
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

The Vendor agrees, if this Offer is accepted within 120 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.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE**

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	14
0500	SPECIFICATION	7
0505	FLEET DELIVERY LOCATIONS AND CONTACTS	1
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
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	21
0905	MBE.WBE SUBCONTRACT VENDOR LIST	1
0910	MBE/WBE SUBCONTRACT LABELS	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 these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

**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: \_\_\_\_\_

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

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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 one (1) week prior to the bid opening date by 1:00PM CST. Any requests should be faxed to 512-974-2388 or emailed to sandy.wirtanen@austintexas.gov.

2. **ALTERNATE OFFERS**

A. The City intends to solicit bids in response to this IFB 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).

B. It is the City's preference to award multiple contracts for the automotive body repair needs of 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.

C. A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select line items.

3. **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.

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- 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

- v. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Contractor shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following final completion of the work. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the work. The Contractor shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

- 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.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

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- 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. Garage Liability Coverage: The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation
      - (b) Thirty (30) days Notice of Cancellation
      - (c) The City of Austin listed as an additional insured
  
  - v. Property Coverage: The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
    - (1) City of Austin shall be added as a loss payee.
  
  - vi. Garagekeepers Liability. The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
    - (1) City of Austin shall be added as a loss payee.
- D. 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.

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**4. TERM OF CONTRACT**

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

**5. PRE-AWARD**

- A. 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 Scope 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.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Leap Frog" repairs as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

**6. POST-AWARD**

- A. 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.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor maintains the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope 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.

**7. QUANTITIES**

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

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**8. PICKUP AND / OR DELIVERY REQUIREMENTS**

- A. Pickups and deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations.
- B. Unless requested by the City, pickups and deliveries shall not be made on City-recognized legal holidays (**reference paragraph 51 in Section 0300**).
- C. For Repairs:
  - i. The Contractor shall provide, with each delivery, an itemized invoice with the following information:
    - Date repairs were authorized
    - List of repairs made
    - Date repairs were completed
    - Itemized list of parts and other products used for the repairs
    - Number of labor hours associated with the repairs
    - Repaired unit identification (either unit number, license plate, or VIN)

**9. 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." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: 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, the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The 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.
- B. 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.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. 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

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- E. 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.
- F. 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.

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

- A. 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.
- B. 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 using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- C. If during the review the 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.

**11. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. 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.
- C. 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.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**12. HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (SDS) (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

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

- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- D. The SDS, instructions and information required in paragraph "A" above must be included with each shipment under the contract.

**13. RECYCLED PRODUCTS**

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

**14. PRICING REQUIREMENTS - SPECIFIED ITEMS**

- A. The Specified Items listed in Section 0600 *represent the most commonly purchased items for repairs*. This list of parts is an annual estimate of Specified Parts that may be required for repairs under the resultant contract.
- B. All Offerors must submit firm fixed pricing for the Specified Items and Hourly Labor Rates for the first twelve (12) months of the contract. These prices may only be **adjusted on the anniversary date of the Contract** solely for the purpose of accommodating changes in the Contractor's direct costs. Any approved adjustment in the pricing of the Specified Items and Hourly Labor Rates shall remain firm for the next twelve (12) month period of the contract.
- C. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

**15. PRICING REQUIREMENTS - NON-SPECIFIED ITEMS**

- A. Offeror must quote a percentage discount or markup to a Price List.
  - i. The percentage discount or markup shall be fixed throughout the term 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.

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- ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
- B. **Two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based shall be submitted within five (5) business days after notice of award.**
- i. **The City will accept a printed copy only if no electronic format is available. NOTE: If a Price List(s) 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.**
  - ii. 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.
  - iii. 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 discount or 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 verify the percent discount or markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.
- C. The Price List(s) 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.
- D. 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.
16. **LIVING WAGES:**
- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
  - B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their

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name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**17. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**18. WORKFORCE SECURITY CLEARANCE**

- A. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

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- B. 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.
- C. 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.
19. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:
- City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767
20. **ECONOMIC PRICE ADJUSTMENT –SPECIFIED PARTS AND/OR SERVICES**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:

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- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
  - (1) Utilize final Compilation data instead of Preliminary data.
  - (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index – All Urban Consumers	
Series ID: SETD01	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Motor vehicle body work	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section A	

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

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

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

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

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21. **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 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 (reference also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

22. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope 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 unless a longer period is specified in the City's written notice. 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.

23. **WARRANTY REQUIREMENTS - PARTS (reference Paragraph 21, Section 0300)**

- A. 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.
- B. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by 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 with each repair.
- C. The Contractor further warrants that the parts installed under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

24. **WARRANTY REQUIREMENTS – SERVICES (reference Paragraph 22, Section 0300)**

- A. 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.
- B. The warranty period shall not start until the part is actually installed on a unit as evidenced by the Contractor's invoice for repairs. A copy of the labor and associated parts warranties shall be provided to the Fleet Service Center Manager or their designee with each repair.

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**25. INTERLOCAL PURCHASING AGREEMENTS**

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

**26. LICENSES AND EXEMPTIONS**

- A. In order to be awarded a contract, bidders shall provide proof in writing that they have, in full force and effect, all licenses and/or exemptions required by federal, state, and local governments for the conduct of vehicle body repair services. These licenses and/or exemptions include at a minimum, the following: (additional licenses and exemptions may be required by federal, state, and/or local laws, regulations, and policies)
  - i. Federal:
    - (1) EPA Waste Generation Permit
    - (2) Federal Tax ID Number
  - ii. State:
    - (1) TNRCC 124 Exemption
    - (2) State Tax ID Number
    - (3) The Successful Bidder shall be required to have the proper air authorization for its air emissions via the Texas Commission on Environmental Quality
  - iii. Local:
    - (1) Permit from Austin Fire Department approving paint booth
    - (2) Permit from Austin Fire Department approving fire suppressant system in paint booth
    - (3) City of Austin Building Permit approval for exhaust stack requirements
    - (4) City of Austin Hazardous Waste Permit
- B. Bidders that do not possess required licenses or exemptions must be prepared to demonstrate that they are not legally required for its operations.

**27. CONTRACT MANAGER AND FLEET AUTOMOTIVE BODY REPAIR COORDINATOR**

- A. 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:

Hazel Black, Contract Compliance Supervisor – Fleet Services

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1190 Hargrave Street

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Austin, TX 78702

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Phone: 512-974-1751 or Email: hazel.black@austintexas.gov

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- B. The following person is designated as the Single Point of Contact (SPOC) for all work performed under these contracts

Ross Bayer, Fleet Automotive Body Repair Coordinator – Fleet Services

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6400 Bolm Road

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Austin, TX 78721

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Phone: 512-978-2631 or Email: ross.bayer@austintexas.gov or  
FleetAccidentGroupDL@atxad.org

- C. 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.

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**1. PURPOSE**

- 1.1 This Invitation for Bid-Best Value (IFB-BV) is to establish Contracts with multiple Vendors able to provide Automotive Body Repair Services with Associated Parts for City of Austin ("City") vehicles. Contracts will be awarded to provide services on an as-needed basis.
- 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.

**2. DEFINITIONS**

- 2.1. Fleet Service Center is a term used to designate any City facility where vehicles are repaired or serviced.
- 2.2. Repair means to return or restore a broken, damaged or failed part, or vehicle to an acceptable operating or usable condition or state.
- 2.3. Inter-Industry Conference on Automotive Collision Repair (I-CAR) is a term used to designate professional development training for automotive collision repair technicians to use the latest repair procedures and techniques and to make decisions for safe repairs, find hidden damage, and which parts to repair and which parts to replace.
- 2.4. Automotive Service Excellence (ASE) is a term used to designate training provided by the non-profit National Institute for Automotive Service Excellence to improve the quality of vehicle repair and service by testing and certifying automotive professionals.
- 2.5. Minor Repairs are repairs estimated to be less than \$2,500.
- 2.6. Major Repairs are repairs estimated to be more than \$2,500.
- 2.7. Total Loss is a term used to designate when the estimated repair cost of a damaged vehicle exceeds its market value.
- 2.8. Emergency work is defined as marked and unmarked police sedans, ambulances, fire response vehicles, and other vehicles specified by the City as an emergency vehicle.
- 2.9. "High Quality" is a term that means that the damaged area of the vehicle has been returned to the condition it was in prior to the accident with bodywork and paint free defects.
- 2.10. Mitchell Collision Estimate Guide is a term used to designate the authority when determining the estimate of a collision repair that includes replacement of parts and labor.

**3. CONTRACTOR QUALIFICATIONS**

- 3.1. The Contractor shall be an established, operational repair facility regularly engaged in the business of providing automotive body repair services for a minimum of three (3) consecutive years within the last five (5) years.
- 3.2. 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.

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- 3.3. The Contractor shall have an automotive body repair facility equipped with all tools, diagnostic equipment, and supplies necessary to provide automotive body repair services. The facility shall conform to all applicable City, county, and federal codes. In order to minimize downtime of City units, the City prefers repair facilities to be located as close to the Texas State Capitol as possible. The City will evaluate the distance in miles the facility is located from the Texas State Capitol.
- 3.4. The Contractor shall have a facility with warehouse space, supplies and equipment necessary to satisfy the requirements of the contract.
- 3.5. The Contractor's body repair facility shall be I-CAR or ASE certified, except heavy truck shops. Documentation of certification shall be provided to the City within five (5) calendar days after written request.
- 3.6. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City units at the Contractor's location.
- 3.7. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on automotive body repairs. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years working on automotive body repairs. At a minimum, one (1) of the technicians shall be I-CAR or ASE certified. Training certificates and/or documentation shall be provided to the City within five (5) calendar days after written request.
- 3.8. The Contractor shall have the following personnel and access to fully-operational equipment at its facility:
  - 3.8.1 A paint booth that complies with all applicable laws and regulations, whether federal, state, or local. The paint booth must be large enough to completely enclose the vehicle being painted. The total facility shall conform to all applicable City, county, and federal codes.
  - 3.8.2 A unibody dedicated bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. Suitable equipment shall be in place for Group 2 – Heavy Trucks.
  - 3.8.3 An air conditioning refrigerant recycling and charging station. Personnel must be certified to use the recycling and charging equipment. This equipment shall meet all state and federal requirements for refrigerant recycling. Documentation of certification shall be provided to the City within five (5) calendar days after written request.
  - 3.8.4 Realignment equipment for all vehicles in need of adjustment. Personnel must be trained to use the realignment equipment. The equipment shall have thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after the alignment shall be provided with each repair order.
  - 3.8.5 MIG plus other electric or spot welding equipment for body welding. Gas welding is not an acceptable alternative. The Contractor shall disconnect vehicle computer systems from the vehicle before any welding is done. The Contractor shall replace, at Contractor's expense, any on-board computers damaged by not disconnecting the computers before performing any welding operations.

**4. CONTRACTOR'S RESPONSIBILITIES FOR REPAIR SERVICES**

- 4.1. The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the services described herein within the specified timeframe. The Contractor shall perform all services according to the manufacturer's recommended repair

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techniques and standards. The City reserves the right to provide the Contractor with some or all replacement parts for any repair.

- 4.2. The Contractor shall be capable of repairing at least five (5) vehicles per week at the Contractor's facilities.
- 4.3. The City will perform in-house repairs to lights on emergency vehicles.
- 4.4. The Contractor shall perform all repair services on the Contractor's premises or approved facilities.
- 4.5. The Contractor shall provide a point of contact for receiving orders from the City. A City representative from the Fleet Service Center will contact the Contractor by e-mail, fax, or telephone to place an order for repairs.
- 4.6. The Contractor shall transport (pick up and/or return) all drivable City units to and/or from the Contractor's place of business where the repair services will be completed. Contractor shall pick up unit(s) in need of repair(s) within one (1) working day after notification. Contractor shall immediately notify the Fleet Accident Repair Coordinator or designee after completion of the repair(s). The Contractor shall return the repaired vehicle within one (1) working day after the Fleet Accident Repair Coordinator or designee has inspected and accepted the repairs made. On occasion, the city may transport units to and/or from the Contractor's place of business for repair services.
- 4.7. The City will provide transportation for non-drivable units to the Contractor's premises. Upon completion of repairs, the Contractor shall deliver the unit back to the City within one (1) working day after the Fleet Accident Repair Coordinator or designee has inspected and accepted the repairs made.
- 4.8. The Contractor shall diagnose the unit for repairs and provide a written cost estimate to the Fleet Accident Repair Coordinator or their designee within eight (8) working hours after taking possession of the unit. The written cost estimate shall include:
  - The correction or repair needed
  - Estimated labor hours and cost
  - Description and cost of parts
  - Estimated hidden damage
  - Total cost to complete repair services
  - Total amount of time needed to complete repairs
  - Unit identification (unit number, license plate, or VIN)
- 4.9. The labor hours to replace a part/component shall be determined in accordance with the standard labor times per repair set forth in the current Mitchell Collision Estimate Guide.
- 4.10. The Fleet Accident Repair Coordinator or their designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.
- 4.11. The Contractor shall complete minor repairs within five (5) working days. The Contractor shall complete major repairs within fifteen (15) working days. Time required to complete the repairs shall start from the approval date of the cost estimate by the Fleet Accident Repair Coordinator or designee. The Contractor shall indicate on the cost estimate if additional days are needed to complete the repairs.
- 4.12. The Contractor shall identify the possibility of hidden damage on the original estimate by showing it as an item in the estimate. If, during the course of repair, the Contractor finds additional damage not included in the original estimate, a revised estimate shall be prepared by the Contractor and

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delivered to the Fleet Accident Repair Coordinator or designee for approval. The Contractor shall provide a repair estimate within twenty percent (20%) of the original estimate, excluding those "open items" identified on the original estimate. Repairs to this hidden damage shall not be made until the Fleet Accident Repair Coordinator or designee approves, in writing, the revised estimate.

- 4.13. The Contractor shall perform work that is acceptable to the City. Additionally, the Contractor shall be evaluated on its ability to make initial estimates of repair costs that are accurate. In all cases where the estimated repair costs exceed the original estimate by five percent (5%) or more, the approval in writing by the Fleet Accident Repair Coordinator or designee shall be required before repairs are made. The Fleet Accident Repair Coordinator or designee may utilize the services of an independent appraiser to evaluate supplemental requests. In addition, all items on the supplemental request must be the result of true "hidden damage" that could not be seen at the time of the original estimate.
- 4.14. The Contractor shall complete the repairs within the timeframe indicated in the estimate, after receipt of the Fleet Accident Repair Coordinator or their designee 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 (e.g. email) that includes the reason for the extension and the date repairs will be completed. The Fleet Accident Repair Coordinator or their designee must approve the Contractor's request for extension in writing (e.g. email). The City reserves the right to accept or deny time extension requests for repairs.
- 4.15. Upon completion of the repairs, the Contractor shall immediately notify the Fleet Accident Repair Coordinator or their designee who will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, The Fleet Accident Repair Coordinator or their designee detects deficiencies, the repairs will be rejected and the Contractor shall be required to make the necessary adjustments or correct the repairs at its own expense. The Contractor shall complete corrective work within one (1) working day unless the Fleet Accident Repair Coordinator or their designee approves additional time in writing (e.g. email).
- 4.16. The Contractor shall notify the Fleet Accident Repair Coordinator or designee immediately following the completion of corrective repairs. Following notification, the Fleet Accident Repair Coordinator or designee will inspect the completed repairs at the Contractor's facility and either accept the work or request that additional work be performed if needed. When the work has been accepted, the Contractor's invoice will be signed by the Fleet Accident Repair Coordinator or designee and dated. All Contractor invoices must show the City's delivery order number, which must be obtained prior to beginning the repair.
- 4.17. The Contractor shall accept emergency work, and shall make emergency work a priority over all other work in the Contractor's shop. The Fleet Accident Repair Coordinator or designee will designate those vehicles as emergency vehicles prior to the Contractor submitting an estimate. If the Contractor cannot perform the repair within the timeframe required by the City, the City may utilize another Contractor for the job.
- 4.18. The Contractor shall anticipate that the City will test/inspect repairs made during the term of the Contract. Fleet Services reserve the right to conduct any tests or inspections deemed necessary to ensure services or parts conform to the vehicle manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle manufacturer's specifications, and are fit for their intended use.
- 4.19. All of the Contractor's installations and fabrications are subject to City quality control inspection. There shall be no additional charges for rework due to poor quality repair work. Only high quality work will be accepted for final payment.

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- 4.20. The Contractor shall warrant that all structural procedures performed will return the vehicle to manufacturer's specifications. The Contractor shall perform any repairs according to the vehicle's factory-recommended repair techniques. If no repair techniques are recommended, then I-CAR repair procedures are to be used.
- 4.21. The Contractor shall apply painting materials according to the manufacturer's recommended procedures and apply material that will provide, at a minimum, equal longevity compared to the original paint and procedures.
- 4.22. The Contractor shall be responsible for any damage by the Contractor's or City equipment, buildings, and/or property. Contractor shall repair any damage at the Contractor's expense.
- 4.23. The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the Fleet Accident Repair Coordinator or designee. The vehicle must be stored in a secured storage area or building and the vehicle shall be locked at all times when not being serviced. Contractor shall assume full responsibility for City vehicles while in the Contractor's care at all facilities. Contractor shall have enough secure storage area to safely store five (5) Group 1 vehicles and five (5) Group 2 vehicles.
- 4.24. The Contractor shall provide an itemized invoice to the Fleet Accident Repair Coordinator or their designee, upon completion of each repair. The invoice shall include the following information.
- Date repairs were authorized
  - List of repairs made
  - Date repairs were completed
  - Itemized list of parts and other products used for the repairs
  - Number of labor hours associated with the repairs
  - Repaired unit identification (either unit number, license plate, or VIN)
- 4.25. The Contractor shall return all non-usable cores to the City upon completion of the repair job, if cores are applicable to the repair. The City will not be charged for usable cores from City units repaired at Contractor's facility.
- 4.26. The Contractor shall provide the parts removed during repair of the unit, for verification purposes upon request by the Fleet Accident Repair Coordinator or their designee.
- 4.27. The Contractor shall properly recycle and/or dispose of used and contaminated lubricants 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 lubricants and/or filters were properly recycled and/or disposed.
- 4.28. The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).
- 4.29. The Contractor shall submit copies of all documentation related to hazardous waste to both the Fleet Accident Repair Coordinator or designee and the City's Occupational Health & Safety Specialist located within Fleet Administration.
- 4.30. 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 Accident Repair Coordinator or their designee with each delivery.
- 4.31. 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 installed on a unit as evidenced by the Contractor's invoice for repair services. This

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warranty shall provide for replacement parts and shall include pick up and return of the unit, removal of the defective part and installation of the replacement part at no additional cost. Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Accident Repair Coordinator or their designee with each delivery.

- 4.32. The Contractor shall provide, upon request, a monthly and/or yearly total of all repairs performed 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 repairs by date, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and repaired unit identification (either unit number, license plate, or VIN).
- 4.33. The City reserves the right to have fire trucks, emergency vehicles, and specialty vehicles repaired outside of the Contract depending on the nature of the damage to the vehicles since these vehicles contain equipment or structural features that are proprietary and complex. This requirement applies to Group 2 vehicles only.
- 4.34. The Contractor shall provide a written statement of total loss to the City for vehicles that are obviously "totaled out". Periodically, the Fleet Accident Repair Coordinator or designee will require the Contractor to provide an on-site damage estimate. The Contractor may charge one flat fee as indicated on the Bid Sheet for this service. Alternatively, the City has the option of seeking the opinion of an independent adjuster at its own expense.

**5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS**

- 5.1. The City reserves the right to inspect all of the Contractor parts inventory and/or repair facilities as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 5.2. Within five (5) working 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 percentage discounts or 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 shall be submitted with each invoice.
- 5.4. All parts shall be after-market, unless only original equipment manufacturer (OEM) are available. The Fleet Accident Repair Coordinator or designee shall authorize variances from this requirement in writing. The Contractor shall retain replaced parts for inspection, and upon request by the Fleet Accident Repair Coordinator or designee, the Contractor shall provide the parts removed during repair of the vehicle, for verification purposes. Once the City accepts the repairs, the Contractor may dispose of the parts.
- 5.5. All after-market parts shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.
- 5.6. Sheet metal parts shall be after-market where possible. If OEM sheet metal parts are quoted, the Contractor shall note the reason for their use on the estimate and on the invoice.
- 5.7. The Contractor shall notify the Contract Manager and the Fleet Accident Repair Coordinator or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

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- 5.8. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts associated with repairs purchased by 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 include date purchased, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased.

**6. WORK HOURS**

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

**7. PICKUP AND DELIVERY REQUIREMENTS**

Pickup and delivery shall be made as specified herein during normal City business hours Monday through Friday between the hours of 7:00 A.M. through 4:00 P.M. except for City-recognized legal holidays and weekends unless requested by Fleet Services in advance (see paragraph 52 in Section 0300 for City Holidays).

**8. MILEAGE**

Mileage is not reimbursable, and shall not be billed. However, the Contractor may charge one flat fee as indicated on the Bid Sheet for pickup and delivery of units being repaired on Contractor's premises.

**9. EMERGENCY CONTRACTOR SUPPORT**

- 9.1. Immediately following contract award, Contractor shall provide the City with an emergency contingency plan that identifies the City as a priority customer in the event of an emergency during the term of the contract and through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 9.2. In the event of an emergency, the contractor shall agree to follow the direction of the Fleet Director, or their designee, to assure that repairs are made when the City requires them.
- 9.3. Contractor shall consider all City orders as priority and provide preferential treatment to the City throughout the entire contract term. This is a requirement due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

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

<p style="text-align: center;"><b>Vehicle Support and Accidents</b> 6400 Bolm Road Austin, TX 78721</p> <p>Homer Bradshaw, Fleet Division Manager Office (512) 978-2644 <a href="mailto:homer.bradshaw@austintexas.gov">homer.bradshaw@austintexas.gov</a></p> <p>Ross Bayer, Fleet Accident Repair Coordinator Office (512) 978-2631 <a href="mailto:Ross.bayer@austintexas.gov">Ross.bayer@austintexas.gov</a></p> <p><a href="mailto:FleetAccidentGroupDL@atxad.org">FleetAccidentGroupDL@atxad.org</a> Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630</p>	<p style="text-align: center;"><b>Fleet Administration – Safety</b> 1190 Hargrave Street Austin, TX 78702</p> <p>Jo-Ann Cowan, Occupational Health &amp; Safety Spec Sr. <a href="mailto:jo-ann.cowan@austintexas.gov">jo-ann.cowan@austintexas.gov</a></p> <p>Main Tel. No.: (512) 974-1534/Fax No.: (512) 974-1549</p>
<p><b>Fleet Administration - Contracts &amp; Contract Compliance</b> 1190 Hargrave Street Austin, TX 78702</p> <p><b>Hazel Black, Contract Compliance Supervisor.</b> (512) 974-1751 Fax: (512) 974-1769 <a href="mailto:hazel.black@austintexas.gov">hazel.black@austintexas.gov</a></p> <p><b>Tina Gamez, Contract Compliance Specialist Sr.</b> (512) 974-2629 Fax: (512) 974-1769 <a href="mailto:tina.gamez@austintexas.gov">tina.gamez@austintexas.gov</a></p> <p><b>Cherilyn Wadley, Contract Compliance Specialist</b> (512) 974-1768 Fax: (512) 974-1769 <a href="mailto:cherilyn.wadley@austintexas.gov">cherilyn.wadley@austintexas.gov</a></p>	

**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?		
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

**Section 0700: Reference Sheet**

Please include the following information if required in the solicitation:

Responding Company Name \_\_\_\_\_

1. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

2. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

4. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

5. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

**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 directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.39 per hour.

Employee Name	Employee Job Title

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

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.39 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

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

Company Name \_\_\_\_\_

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

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

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

Answer: \_\_\_\_\_

# CITY OF AUSTIN



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

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**Project Name: Automotive Body Repair Services**

**Project/Solicitation Number: IFBBV 7800 SLW0202**

**Date: 07/13/2015**

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## MBE/WBE GOALS

Annual/Project Participation Goals:		Annual/Project Participation Subgoals:
MBE	7.65 %	African American
WBE	0.24 %	Hispanic
		Asian/Native American
		WBE

## OVERVIEW

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

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

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

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

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the

“no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

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

## **COMPLIANCE PLAN INSTRUCTIONS**

**(See Appendix A)**

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

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

### **Section I Project Identification and Goals**

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

### **Section II Bidder Information**

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

### **Section III *Compliance Plan* Summary**

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

### **Section IV Disclosure of MBE and WBE Participation**

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

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

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

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

completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

## **Section V Disclosure of Non-Certified Subcontractors**

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

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

## **Section VI Disclosure of Second-Level Subcontractors**

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

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

## **Section VII Disclosure of Primary and Alternate Trucking Subcontractors**

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

## **Section VIII MBE/WBE Compliance Plan Check Sheet**

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

## **GOOD FAITH EFFORTS INSTRUCTIONS** **(See Appendices B and D)**

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

### **Contacting Potential MBE/WBE Subcontractors**

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

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

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

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov). If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may either request the certified subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

### Good Faith Efforts Review

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

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

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

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

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

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

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

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

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

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

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

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

## **POST-AWARD INSTRUCTIONS**

### **Letter of Intent**

The Low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and each signature is to be notarized. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor, supplier, or manufacturer is required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of 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 *Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

#### **▪ Payment Verification**

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

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

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

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

## ▪ **Change Order/Contract Amendments**

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

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

## ▪ **Progressive Sanctions**

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

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

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

**IFB – MBE/WBE COMPLIANCE PLAN**

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

**Section I — Project Identification and Goals**

<b>Project Name</b>	Automotive Body Repair Services
<b>Solicitation Number</b>	IFBBV 7800 SLW0202

<b>Project Goals or Subgoals</b>	
MBE	7.65 %
African American	N/A %
Hispanic	N/A %
Asian/Native American	N/A %
WBE	0.24 %

**Section II — Bidder Company Information**

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor ID #:</i> _____ If No, please note: All vendors and subcontractors/consultants must register with COA’s Vendor Connect prior to award. See Link for registration information at <a href="https://www.ci.austin.tx.us/financeonline/finance/index.cfm">https://www.ci.austin.tx.us/financeonline/finance/index.cfm</a>
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <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 *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For SMBR Use Only:**

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

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

Date \_\_\_\_\_

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

Director/Assistant Director \_\_\_\_\_

Date \_\_\_\_\_

Section III — *Compliance Plan Summary*

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (*if applicable*): \$ \_\_\_\_\_

Goals: Proposed Participation		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

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

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

Amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_%

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

Yes  No

**For SMBR Use Only:**

Verified Goals OR Subgoals:

MBE \_\_\_\_\_ % WBE \_\_\_\_\_ %

African-American \_\_\_\_\_ %; Hispanic \_\_\_\_\_%; Native/Asian American \_\_\_\_\_%; WBE \_\_\_\_\_%



**Section V — Disclosure of Non-Certified Subcontractors  
Duplicate As Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

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

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

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

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

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

**Section VI — Disclosure of Second-Level Subcontractors  
Duplicate as Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

<b>Second-Level Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

<b>Second-Level Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

<b>Second-Level Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

<b>Second-Level Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

**Section VII — Disclosure of Primary and Alternate Trucking Subcontractors  
Duplicate as Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

<b>Primary Trucking Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

<b>Alternate Trucking Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

<b>Alternate Trucking Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

<b>Alternate Trucking Subcontractor</b>	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

## Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII **must** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

- 
1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes  No
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*) Yes  No   
List Methods: \_\_\_\_\_
3. Were steps taken to follow up with interested MBE/WBEs? Yes  No
4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **If yes, please attach.** Yes  No
5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes  No
6. Were additional elements of work identified to achieve the goals or subgoals? Yes  No   
If yes, please explain: \_\_\_\_\_
7. Was SMBR contacted for assistance? Yes  No   
If yes, complete following:  
Contact Person: \_\_\_\_\_  
Date of Contact: \_\_\_\_\_  
Summary of Request: \_\_\_\_\_
8. Were Minority or Women organizations contacted for assistance? Yes  No   
If yes, complete following:  
Organization(s): \_\_\_\_\_  
Date of Contact: \_\_\_\_\_  
Summary of Request: \_\_\_\_\_
9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (***Documentation is not limited to this list.***)
- Copy of written solicitation sent to MBE/WBEs in SLBP area Yes  No
- Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes  No
- Copy of advertisements Yes  No
- Copy of notices sent to Minority and Women organizations Yes  No
- Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (*i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs*) Yes  No

**LETTER TO POTENTIAL SUBCONTRACTORS**

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

Name of Project: \_\_\_\_\_  
 Project/Solicitation Number: \_\_\_\_\_  
 Location of Pre-bid Conference (if any) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Response Due Date and Time: \_\_\_\_\_

**This Project Includes the Following Scopes of Service:**

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

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

Contact: \_\_\_\_\_ at \_\_\_\_\_ or \_\_\_\_\_  
 (Name) (Telephone) (Fax)  
 \_\_\_\_\_  
 (Email)

All Responses MUST be received by: \_\_\_\_\_

LETTER OF INTENT

Name of Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_)\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_ Proposed Contract Amount: \$ \_\_\_\_\_

Project/Solicitation Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Period of Performance: \_\_\_\_\_ Level of Subcontracting (check one):  1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>

Legal Name of Subcontractor\*: \_\_\_\_\_

Subcontractor\* Vendor Code: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_)\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_ Proposed Subcontract Amount: \$ \_\_\_\_\_

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

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

Prime Contractor:

Subcontractor:

\_\_\_\_\_  
Legal Name of Firm, as registered with the City

\_\_\_\_\_  
Legal Name of Firm, as registered with the City

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SUBSCRIBED AND SWORN TO before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SUBSCRIBED AND SWORN TO before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public**  
\*Including Suppliers, Manufacturers, Alternates

\_\_\_\_\_  
**Notary Public**

Comm Cd	Comm Desc	Vendor Name and Address	Phone/Fax/Email	M/WBE	G/E	Location
92810, 92819, 92857	Alignment and Wheel Balancing (Including Front-End), Body and Frame Work (Including Undercoating), Vehicle Painting	Aguirrie Paint & Body Inc. Po Box 958 Buda, TX 87610	P: 512-312-5922 F: 512-295-9861 E: kelley@aguirrie.com	MDB	M/Hispanic	SL
63049	Paint, Automotive and Machinery	PD Morrison Enterprises Inc 1120 Toro Grande Blvd. Bldg 2 #208 Cedar Park, TX 78613	P: 512-335-7173 F: 512-219-0901 E: mro@pdme.com	MB	M/African American	AU
63049	Paint, Automotive and Machinery	TCI Coatings Inc 220 Industrial Blvd Austin, TX 78745	P: 512-442-1488 F: 512-442-6759 E: kathleen@tci-coatings.com	WDB	F/Caucasian	AU
92819, 92857	Body and Frame Work (Including Undercoating), Vehicle Painting	Austin Capital Collision 1950 Rutland Dr. Austin, TX 78758	P: 512-821-3100 F: 512-821-3105 E: cptcollision@aol.com	MDB	M/Hispanic	AU
92857	Painting, Vehicle	Evelyn B Benites 15212 Fm 1825 Pflugerville, TX 78660	P: 512-670-0405 F: 512-670-9727 E: rubenc1959@yahoo.com	MWB	F/Hispanic	AU
92819, 92857	Body and Frame Work (Including Undercoating), Vehicle Painting	All Star Body Shop, LLC 833 Sagebrush Drive Austin, TX 78758	P: 512-836-7827 F: 512-836-7828 E: allstarbodyshop1@gmail.com	MWDB	F/Hispanic	AU
63049	Paint, Automotive and Machinery	Guardian Industrial Supply, LLC 2012 Centimeter Circle Austin, TX 78758	P: 512-973-3500 F: 512-973-3588 E: mike@guardian-industrial.com	WDB	F/Caucasian	AU
63049, 92819, 92857	Paint, Automotive and Machinery, Body and Frame Work (Including Undercoating), Vehicle Painting	Richard Vera 815 Mcphaul St Austin, TX 78758	P: 512-836-0600 F: 512-836-2562 E: mingosbodyshop@aol.com	MDB	M/Hispanic	AU

Guardian Industrial Supply, LLC  
2012 Centimeter Circle  
Austin, Tx 78758

TCI COATINGS INC  
220 Industrial Blvd  
Austin, Tx 78745-1207

ALL STAR BODY SHOP, LLC.  
833 Sagebrush Drive  
Austin, Tx 78758

AGUIRRIE PAINT & BODY INC  
Po Box 958  
Buda, Tx 78610-3557

EVELYN B BENITES BIG BOYS COLLISION  
CENTER NORTH  
15212 Fm 1825  
Pflugerville, Tx 78660

P D MORRISON ENTERPRISES INC PDME  
INC  
1120 Toro Grande Blvd. Bldg 2#208  
Cedar Park, Tx 78613-6973

RICHARD VERA MINGOS BODY SHOP  
815 Mcphaul St  
Austin, Tx 78758

Austin Capital Collision  
1950 Rutland Dr.  
Austin, Tx 78758

ALL STAR BODY SHOP, LLC.  
833 Sagebrush Drive  
Austin, Tx 78758