C I T Y O F A U S T I N, T E X A S

Purchasing Office

INVITATION FOR BID – BEST VALUE (IFB-BV)

Offer Sheet

SOLICITATION NO: CEA0019

DATE ISSUED: 8/13/12

REQUISITION NO.: 8300 12070500449

COMMODITY CODE: 9540551

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Colleen Athey
Senior Buyer
Colleen.athey@austintexas.gov
Phone: (512) 974-2938

COMMODITY/SERVICE DESCRIPTION: Bunker Gear Maintenance

PRE-BID CONFERENCE TIME AND DATE: 10:00 AM (CST) Monday, August 20, 2012

LOCATION: 124 W. 8th Str., 3rd Floor Conf. Rm., Austin, TX

BID DUE PRIOR TO: 11:00 AM (CST), Wednesday, September 5, 2012

BID OPENING TIME AND DATE: 11:00 AM (CST), Wednesday, September 5, 2012

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

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

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

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

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

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

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ( )

Fax No. ( )

Email Address: _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See **http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS** *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	10
0505	ATTACHMENT A – AFD FACILITY ADDRESSES	1
0510	ATTACHMENT B - REPORTS	1
0515	ATTACHMENT C – COST MATRIX	1
0600	BID SHEET	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

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

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

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

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

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

*** INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions**; **Section 0200, Standard Solicitation Instructions**; and **Section 0300, Standard Purchase Terms and Conditions** are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address **http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS**.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

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

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

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 Colleen Athey by fax to (512) 974-2388 or e-mail: colleen.athey@austintexas.gov no later than 2:00 pm CDT on August 29, 2012.

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

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

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

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

      i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

      ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

         (1) The policy shall contain the following provisions:

(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).

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

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $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 TE 2046A, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT**

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

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

4. **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.

5. **DELIVERY REQUIREMENTS**

See Attachment A for AFD Station locations.

A. See scope or work for delivery requirements.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed Bluestein Blvd.
City, State, Zip Code	Austin, Texas 78721

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **SAMPLES – REPRESENTATIVE**

A. The Offeror shall submit a representative sample of the goods to be provided per specification IFB-BV CEA0019. This sample shall be provided within 5 working days after request by the City.

B. Send samples to the City at the following address:

City of Austin	
Department	Austin Fire Department
Address	4201 Ed Bluestein Blvd.
City, State Zip Code	Austin, TX 78721

Attn:	Teresa Reddy

C. The Offeror must also submit with the sample a statement from the manufacturer that guarantees the goods will be manufactured in accordance with the City specifications and that delivery requirements will be met. Failure to do so may subject the Offer to disqualification from consideration for award.

D. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

E. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

8. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
ii. time and date of week when employee's workweek begins;
iii. hours worked each day and total hours worked each workweek;
iv. basis on which employee's wages are paid;
v. regular hourly pay rate;
vi. total daily or weekly straight-time earnings;
vii. total overtime earnings for the workweek;
viii. all additions to or deductions from the employee's wages;
ix. total wages paid each pay period; and
x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:

i. the employee's name and job title;
ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour;
iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

9. **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 a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

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

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

A. Access to the Austin Fire Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Fire Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for

reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Fire Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. 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.

11. **ECONOMIC PRICE ADJUSTMENT**

A. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

B. Price Increases

i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

(1) an itemized, revised price list with the effective date of the proposed increase;

(2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

(3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

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

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

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

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

C. Price Decreases

i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.

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

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

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

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **CONTRACT MANAGER**

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

Teresa Reddy
Contract Compliance Manager
Teresa.reddy@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-**

COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

The City of Austin Fire Department
Specifications for
Bunker Gear Maintenance

1.0 PURPOSE

This Invitation for Bid-Best Value (IFBBV) is for a service agreement to provide maintenance of firefighter bunker gear (structural and proximity protective gear) to the Austin Fire Department (AFD). The City desires to award a 36-month contract with three (3) 12-month extension options. This bid shall be awarded based on the "best value" criteria set forth in this specification.

Vendor must submit (1) one signed original bid and (4) four copies. Vendor shall submit (1) one electronic copy of the bid in the form of a flash drive or cd.

2.0 SCOPE

2.1 The Vendor shall provide repairs, alterations, cleaning, decontamination, inspections, and reporting for bunker gear coat and pants in compliance with both current National Fire Protection Association (NFPA) 1851 standards and manufacturer specifications.

2.2 Based on a predetermined schedule the Vendor shall be required to pick-up bunker gear from Austin fire station or fire support locations, complete service requirements and return the bunker gear to the station or fire support location within 48 hours.

3.0 BACKGROUND

The AFD has 45 fire stations and four additional support service locations. AFD is a 1,100 member department that currently owns approximately 1,300 sets of bunker gear including loaner gear which is kept at the Safety Office. Currently the AFD Safety Office conducts an in-house routine inspection and cleaning for all bunker gear and then ships bunker gear to a third party Vendor for repairs and advanced inspection services as needed. The AFD Safety Office uses APT software to track inspection and repair information. AFD would like to change this model to include a Vendor managed pick-up and delivery service from fire station and fire support locations with enhanced electronic record keeping and reporting functionality. AFD fire stations operate on three 24-hour rotating shifts, 7 days a week. Shift change is at 12:00pm noon daily. The pick-up and delivery service shall be designed to return bunker gear to the firefighter by the start of their next shift.

4.0 APPLICABLE STANDARDS AND SPECIFICATIONS

All bunker gear cleaning, decontamination, repairs, and maintenance shall meet or exceed current NFPA (NFPA 1851, 1500, and 1971) standards and manufacturer's guidelines that are applicable to this specification.

5.0 THE VENDOR QUALIFICATIONS AND REQUIREMENTS

5.1 Compliance

5.1.A The Vendor shall comply with and be knowledgeable of all NFPA standards and manufacturer guidelines, which apply to the care and maintenance of structural and proximity bunker gear.

5.1.B The Vendor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations.

5.1.C If the Vendor is found to be at fault the Vendor shall promptly reimburse the City for any fines or penalties levied against the City by the Texas Commission on Fire Protection (TCFP) because of failure to comply with current NFPA standards adopted by the TCFP, or any other specification requirement indicated in this solicitation. TCFP penalty information can be found in the Texas Administrative Code- TITLE 37: Public Safety and Corrections, PART 13: Texas Commission on Fire Protection, CHAPTER 445: Administrative Inspections and Penalties, Rule 445.11. An administrative penalty of up to $500 per day may be assessed from the first day of formal notice of violation for each violation. If it is determined that the department was assessed administrative penalties for the same or similar violations within the previous five years, the administrative penalty of up to $1,000 per violation may be assessed.

5.1.D The Vendor's operation shall be a Certified ISP facility in accordance with current NFPA 1971 and 1851 standards for manufacturers of gear currently used by AFD including: Morning Pride, Securitex, Globe, Fire Gear, and Lion, and from any gear manufacturer from which AFD may attain due to future purchasing or expansion contracts. Also, the Vendor must also be approved by W.L.Gore for repair and seam seal capability for Crosstech brand Moisture Barriers, or any other moisture barrier fabric used in bunker gear that meets current NPFA standards. Upon request, documentation shall be provided within 72 business hours for verification.

5.1.E Upon request, the Vendor shall provide documentation within 72 business hours verifying National Recognized Third Party Independent Laboratory test results indicating NFPA compliance of the Vendor's bunker gear cleaning and repair processes required in this solicitation.

5.1.F If AFD purchases bunker gear from a new manufacturer, the Vendor shall agree to obtain manufacturer's recognition within 45 days from date of AFD notice. Upon request, the Vendor shall have 72 business hours to furnish written proof from the moisture barrier manufacturer verifying that the Vendor is capable of repairing moisture barriers compliant with NFPA 1971 standard for manufacturers utilized by AFD listed in 5.1.D.

5.1.G The Vendor shall supply Third Party Independent Laboratory testing results through annual and random sampling inspections that demonstrate ongoing NFPA compliance upon request from AFD.

5.1.H The Vendor shall continue to supply annually, upon request, proof of ISP Certification of any bunker gear used by AFD. The ISP Certification shall include AFD's current supplier(s) and any previous or future supplier(s) of bunker gear (that may require maintenance through the duration of the contract).

5.1.I The Vendor shall be able to perform an advanced inspection in compliance with the current NFPA 1851 Standard and manufacturer's instructions for such services. Any inspection ports created due to inspection of the liner shall be made reclosable using Velcro Brand hook & loop, if allowed by the manufacturer so as not to void the warranty of the garment.

5.2 Reference Requirements

References from a minimum of five customers for similar contracts relating to the cleaning, inspection, repair, and pick-up/delivery of structural and proximity firefighter bunker gear shall be provided in Section 0700, Reference Sheet. Include name of company or department, contact person and telephone number.

5.3 Experience Requirements

The Vendor's business shall have been in business for at least two years providing cleaning, inspection, repair, and pick-up/delivery of structural and proximity firefighting bunker gear as their primary business.

5.4 Facility and Equipment Requirements

5.4.A The Vendor shall have no less than one permanent location that is equipped with all the necessary cleaning and repair equipment required to comply with these specifications and all applicable NFPA standards.

5.4.B The location to provide the services for this bid shall have at least one secure area to protect bunker gear from theft or damage.

5.4.C Facility equipment shall be kept in good working condition at all times.

5.4.D The Vendor shall have a properly equipped delivery vehicle for pick-up and delivery of bunker gear.

5.5 Site Inspection

AFD reserves the right to inspect the Vendor's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

5.6 Random Audits

The Vendor shall allow random audits of the cleaning and/or repair process as deemed necessary by AFD to verify compliance with the terms of this contract.

5.7 Subcontracting

The Vendor may sub-contract any of the services in this specification with the express written consent of AFD.

6.0 SERVICE REQUIREMENTS

The Vendor shall provide the following services for bunker gear:

- advanced inspections
- cleaning
- decontamination and disinfection
- repairs and alterations
- pick-up/delivery of bunker gear from AFD fire stations and support sites
- data tracking, reporting, and data transfer
- follow service and cost parameters (Attachment C)
- retirement of gear
- loaner gear
- training

6.1 Advanced Inspections

The Vendor will provide annual advanced inspections on all bunker gear per current NFPA standards. In addition, any bunker gear under three years shall receive an advanced inspection upon AFD's request. Bunker gear will be serviced and returned to a location specified by AFD before the AFD firefighter's next shift.

6.2 Cleaning

6.2.A The Vendor shall clean all bunker gear at the time of annual inspection.

6.2.B In order to minimize the threat of cross-contamination during the cleaning process, the washers/extractors used shall be dedicated to the cleaning of bunker gear only.

6.2.C The Vendor shall use cleaning chemicals that have been manufactured specifically for the cleaning of bunker gear.

6.2.D Cleaning chemicals shall be tested to verify that PH levels are appropriate for bunker gear and meet manufacturer's specifications.

6.2.E The Vendor's cleaning methods and cleaning chemicals shall be in accordance to manufacturer's guidelines and in compliance with NFPA 1500, 1851, and 1971.

6.2.F The City reserves the right to have compliance verified for any chemicals used on AFD bunker gear through independent laboratory testing at the City's expense.

6.3 Decontamination/Disinfection

6.3.A Upon AFD request, the Vendor shall retrieve contaminated bunker gear from the AFD Safety Office or other specified location.

6.3.B Upon AFD request, the Vendor shall provide decontamination service for bunker gear that becomes contaminated with hazardous materials, (i.e. diesel fuel, gasoline, hydraulic oil, insecticides, pesticides, asbestos, acids, and other hazardous chemicals.)

6.3.C Upon AFD request, the Vendor shall provide disinfection services for protective clothing and accessories which have been directly exposed or are suspected of being contaminated with body fluids or known blood borne pathogens.

6.4 Repair/Alterations

6.4.A The Vendor shall provide repair services on bunker gear as requested by AFD.

6.4.B The Vendor shall pick-up bunker gear in need of repair from locations specified by AFD within 48 hours of initial request.

6.4.C The Vendor shall return repaired gear to location specified by AFD by the firefighter's next shift.

6.4.D The Vendor shall not charge AFD for any services or repairs covered under the bunker gear manufacturer's warranty. If The Vendor receives any bunker gear that is covered under manufacturer's warranty, the Vendor must contact AFD before proceeding with any work.

6.4.E Repairs and alterations shall be performed in a manner that is consistent with manufacturer instructions. The Vendor shall not void any manufacturer warranties when performing repair or alterations work.

6.4.F Repairs and alterations shall not adversely affect the performance of the bunker gear.

6.4.G The Vendor shall be capable of performing all needed repairs including moisture barrier repairs and seam sealing in compliance with current NFPA 1851 standards.

6.4.H The Vendor shall use only Velcro brand Hook 88, Loop 1000 and #8289 fire retardant backing on bunker gear requiring Velcro replacement.

6.4.I All thread must be 100% Nomex and meet minimum breaking strength.

6.4.J Repairs must meet minimum stitch counts recommended by the manufacturer. Garment is to be returned to original condition and all stitching shall match.

6.4.K If requested by AFD, each piece of gear shall be bar-coded on a heat resistant material.

6.4.L Item #71 on the Bid Sheet is a miscellaneous sewing charge for specialty items not covered under the repair items listed on the Bid Sheet. This charge shall NOT be used UNLESS it is approved IN ADVANCE by the AFD.

6.4.M Repair services that do not meet current NFPA standards shall be corrected by the Vendor at no additional cost to AFD.

6.4.N The Vendor shall use the same materials used in the original manufacturing of product for repairs. Different types of materials may only be used with express written consent of AFD.

6.5 Pick-up and Delivery Service

The Vendor shall be responsible for pickup and delivery of bunker gear from AFD fire stations and support service locations. The Vendor shall work with AFD to develop and implement a mutually agreed upon pick-up and delivery schedule. See Attachment A- for AFD Facility Addresses.

Bunker gear shall be retrieved, processed, and returned to the AFD firefighter's station location before their next shirt begins or to appropriate support service location as specified by AFD. Fire Station operations personnel work three rotating A, B, & C shifts; on 24 hrs. and off 48 hours. Shifts change at 12:00 noon. If for any reason, the firefighter's bunker gear cannot be returned by the vendor to the firefighter's station with 48 hours the Vendor shall be required to notify the AFD Safety Office. If loaner gear (owned by the Vendor) is required it shall be made available to firefighter within 48 hours, free of charge until the firefighter's AFD assigned bunker gear is returned. The Vendor is responsible for assuring that their loaner gear is NFPA compliant and sized to fit the firefighter per NFPA standards.

The successful Vendor shall provide:

6.5.A Paperwork, bags, labels, instructions, and any other elements necessary for preparing bunker gear for pick-up, at least 24 hours prior to pick-up time.

6.5.B Pick-up and deliver repaired, inspected, or otherwise serviced bunker gear to the applicable fire station or service office location as determined by AFD, before the firefighter's next shift.

6.5.C Have 48 hours to pick up bunker gear from the AFD Safety Office that is in need of spot repairs or alterations outside the regular schedule.

6.5.D Provide a 12-month Advanced Inspection schedule for all AFD bunker gear to the AFD Safety Office for review and approval. After the schedule is established the Vendor shall work with the AFD Safety Office to update and change the schedule as needed.

6.5.E The AFD Safety Office will supply current rosters of all operations personnel and will work with the Vendor to create a route for all stations and all shifts.

6.5.F The Vendor may use a third party delivery service if approved by AFD. The Vendor shall agree to insure the full value of bunker gear. The Vendor shall pay the AFD the replacement value of any bunker gear order that is lost or damaged while in the possession of the third party delivery service or the Vendor. Replacement value is defined as the current price paid for new replacement bunker gear of the same brand and model currently used by the AFD.

6.6 <u>Tracking, Documentation, and Reporting</u>

The Vendor shall provide all data pertaining to AFD bunker gear services within 48 hours of request (Weekends and City holidays excluded). Data shall be tracked by individual bunker gear serial numbers. The Vendor will provide data in a digital format compatible with Advanced Protective Tracking Software (APT).

6.6.A The Vendor shall keep accurate electronic records in compliance with NFPA 1851 standards. Record keeping shall be gathered and maintained per NFPA 1851 standards for all advanced inspections, cleaning, specialized cleanings, decontamination, repairs, and all other maintenance and services performed by the Vendor.

6.6.B The Vendor will provide a weekly electronic data transfer to AFD in a format compatible with APT as agreed upon between the Vendor and AFD. Updated data shall contain complete information, on all cleanings, repairs, inspections, decontaminations, and disinfection services provided by the Vendor as well as cost for each charge on AFD bunker gear tracked by individual bunker gear serial numbers.

6.6.C All AFD service data shall be kept in a database maintained by the Vendor and data shall be provided to AFD upon request.

6.6.D The Vendor shall provide AFD with scheduled electronic reports and data uploads. See Attachment B- Reports for list of expected report types and due dates for weekly, monthly, quarterly, and annual reports. Additional reports may be requested by AFD in the future at no cost to the City.

6.6.E The Vendor shall have the ability to manipulate AFD repair and inspection data and may be asked to provide customized electronic reports to AFD within 48 hours of request (Weekends and City holidays excluded).

6.7 Service and Cost Parameters

6.7.A If any repair or inspection service is expected to exceed costs in the schedule provided, See Attachment C - Cost Matrix, the Vendor shall contact the AFD Safety Office for authorization prior to performing such repairs, inspections, maintenance or other services. AFD will not be liable for any service costs not specifically authorized by AFD that exceed costs outlined in Attachment C.

6.7.B AFD shall not be charged for any services performed by the Vendor that do not meet current NFPA standards.

6.7.C The Vendor is responsible for notifying the AFD Safety Office if bunker gear is in need of repair, cleaning or inspection and is still under the manufacturer's warranty. AFD is not liable for service costs for work performed on bunker gear by the Vendor that is covered by the manufacturer's warranty.

6.8 Retirement of Bunker Gear

If the Vendor deems bunker gear or some portion of the bunker gear to be damaged and/or contaminated to the extent it is neither cost

effective nor possible for the item to be NFPA compliant, the Vendor shall immediately contact the AFD Safety Office for instructions. Per AFD Safety's instructions the gear shall either be returned to AFD at no cost with appropriate paperwork or disposed of by the vendor.

6.9 Loaner Bunker Gear

The Vendor shall have a sufficient inventory of loaner gear to meet the needs of this contract. Loaner gear shall be provided to AFD free of charge from the Vendor in the event the 48 hour turnaround time for servicing AFD bunker gear is exceeded. The loaner gear shall meet or exceed the following minimum requirements.

- Color: Tan
- NFPA 1971 and 1851 (current edition) compliant.
- Correctly sized per individual

6.10 Training

The Vendor shall provide routine inspection training per NFPA 1851 standards and manufacturer specifications to AFD personnel as they change or when there are industry changes as requested by AFD. Not to exceed two trainings a year.

7.0 WARRANTY

The Vendor shall guarantee completion of work without voiding the original manufacturer's warranty on the bunker gear. The Vendor shall not charge AFD for any services covered under bunker gear manufacturer's warranty.

8.0 SAMPLE OF SERVICES

AFD may require the Vendor to demonstrate their ability to clean and/or repair and/or decontaminate bunker gear at no cost to the City prior to the contract being awarded. Since AFD utilizes various manufacturers, the Vendor may be asked to demonstrate services on up to five sets of bunker gear.

9.0 EVALUATION CRITERIA

Cost	**50 pts**
Electronic recordkeeping capabilities including data transfer and reporting	**10 pts**
Demonstrated experience and qualifications needed to provide a NFPA compliant bunker gear repair and inspection program	**5 pts**
Pick-up and delivery program summary including a description of the delivery van and scheduling methodology	**20 pts**

Adequate loaner gear inventory	**5 pts**
Local Business Presence	**10 pts**

Evaluation Committee

An Evaluation/Selection Committee will evaluate all bids received for this solicitation and determine, in a comparative manner, which bid(s) offer the best value to the City of Austin.

LOCAL BUSINESS PRESENCE

Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered, a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

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

Attachment A - AFD Facility Addresses

Fire Stations
Station 1 EMS 401 East 5th St 78701 974-0001
Station 2 506 W. MLK Blvd 78701 974-0002
Station 3 201 W. 30th St 78705 478-2001
Station 4 1000 Blanco St 78703 974-0004
Station 5 EMS 1201 Webberville Rd 78721 974-0005
Station 6 1705 S. Congress Ave 78704 974-0006
Station 7 201 Chicon 78702 477-6939
Station 8 EMS 8989 Research Blvd 78758 974-0008
Station 9 4301 Speedway 78751 453-3406
Station 10 3009 Windsor Rd 78703 478-2013
Station 11 1605 Kinney Ave 78704 442-8827
Station 12 2109 Hancock Dr 78756 453-4149
Station 14 4305 Airport Blvd 78722 974-0014
Station 15 829 Airport Blvd 78702 385-0928
Station 16 7000 Reese Ln 78757 453-7954
Station 17 4128 S. 1st St 78704 974-0017
Station 18 EMS 6311 Berkman 78723 928-0311
Station 19 EMS 5211 Balcones Dr 78731 452-5484
Station 20 EMS 6601 Manchaca Rd 78745 974-0020
Station 21 4201 Spicewood Springs 78759 345-5763
Station 22 EMS 5309 E. Riverside Dr 78741 385-1902
Station 23 EMS 1330 E. Rundberg Ln 78753 836-7246
Station 24 5811 Nuckles Crossing Rd 78744 974-0024
Station 25 EMS 5228 Duval Rd 78759 346-4144
Station 26 6702 Wentworth 78724 926-9399
Station 27 EMS 5401 McCarty Ln 78749 892-3590
Station 28 2410 W. Parmer Ln 78727 837-3804
Station 29 3704 Deer Ln 78749 280-3135
Station 30 EMS 1021 W. Braker Ln 78758 832-5657
Station 31 5507 FM 2222 78731 338-4899
Station 32 2804 Montebello Rd 78746 328-3204
Station 33 9409 Bluegrass Dr 78759 343-6386
Station 34 EMS 10041 Lake Creek Pkwy 78729 974-0034
Station 35 5500 Burleson Rd 78741 974-0035
Station 36 EMS 400 Ralph Ablanedo 78745 974-0036
Station 37 8660 State Hwy 71 West 78735 288-1576
Station 38 EMS 10111 Anderson Mill Rd 78750 974-0038
Station 39 EMS 7701 River Place Blvd 78726 974-0039
Station 40 EMS 12711 Harrisglenn Dr 78727 974-0040
Station 41 EMS 11205 Harris Branch Pkwy 78754 974-0041
Station 42 EMS 2434 Cardinal Loop 78617 974-0042
Station 43 EMS 11401 Escarpment Blvd 78749 974-0043
Station 44 EMS 11612 Four Iron Dr 78750 974-0044
Station 45 9421 Spectrum 78731 974-0045
Additional Locations
Safety Office 517 S. Pleasant Valley Rd. 974-4170
Educational Services, 4800-B Shaw La, 78744, 974-0300
Headquarters, 4201 Ed. Bluestein Blvd. 78721, 974-0130
ARF, 3300 General Aviation Avenue, Austin, 78719, 530-2733

Attachment B - Reports

Weekly - due on Monday of each week
Updated data file for APT upload
Monthly - Due on the 1st of every month
PPE scheduled for advanced inspection for next two months
Pick-up/Delivery Schedule
Individual PPE gear with more than $300 in repairs
Report of all repairs and related costs
Report of all advanced inspections and related costs
Turn-around report - days between pick-up and return
Quarterly - Due on the 1st day of January, April, July, and October
PPE that missed advanced inspection – due to gear not being picked up
Report on most common repairs
Most common repairs by brand
Report of all repairs and inspections costs for the quarter
Gear sort by age
Annual Due on the 1st day of the month in which contract was executed
Total cost of repairs for all items
Total cost of inspections for all items
Lifetime repair cost per item for all items

Attachment C - Cost Matrix

Approved Spending limits for repairs WITHOUT additional authorization				
Years since Mfg.	**Percent**	**Coat**	**Pants**	
1st year	50%	503.62	484.75	Non-Warranty Repairs only
2nd year	50%	503.62	484.75	Non-Warranty Repairs only
3rd year	50%	503.62	484.75	Non-Warranty Repairs only
4th year	40%	402.90	387.80	
5th year	30%	302.17	290.85	
6th year	20%	201.45	193.90	
7th year	10%	100.72	96.95	
8th year	Additional Authorization Required			
9th year	Additional Authorization Required			
10th year	Additional Authorization Required			

New Gear Cost

Coat cost	1007.24
Pant Cost	969.5

* New gear cost subject to change

City of Austin

Purchasing Office

Local Business Presence Identification Form

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

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). A PO BOX ADDRESS WILL NOT BE ACCEPTED.

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

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

OFFEROR'S FULL NAME AND ENTITY STATUS:

_____

_____

Signature, Authorized Representative of Offeror

_____

Title

_____

Date

END

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

SOLICITATION NUMBER: CEA0019

PROJECT NAME: Bunker Gear Maintenance

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

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

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

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

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

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

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

_____
Company Name

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

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

SOLICITATION NUMBER: CEA0019

PROJECT NAME: Bunker Gear Maintenance

(Please duplicate as needed)

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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

Name and Title of Authorized Representative (Print or Type)

Signature **Date**

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

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM

SOLICITATION NUMBER: **CEA0019**

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 9540551 **DESCRIPTION**:LAUNDRY AND PRESSING SERVICES

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

_____

_____

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____