



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

**SOLICITATION NO:** GGU0156

**COMMODITY/SERVICE DESCRIPTION:** FORKLIFT LEASE AGREEMENT

**DATE ISSUED:** DECEMBER 14, 2015

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**REQUISITION NO.:** RQM-1100-15113000127

**LOCATION:** N/A

**COMMODITY CODE:** 56075

**BID DUE PRIOR TO:** 2:00 PM ON JANUARY 12, 2016

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

**BID OPENING TIME AND DATE:** 2:15 PM JANUARY 12, 2016

GABRIEL GUERRERO

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

BUYER II

**Phone:** (512) 322-6060

**E-Mail:** gabriel.guerrero@austinenergy.com

**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 # GGU0154	Purchasing Office-Response Enclosed for Solicitation # GGU0154
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 2 COPIES 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.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK (LEASING OF FORKLIFTS)	5
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* 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**

**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:

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 \_\_\_\_\_

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

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	GGU0156
PROJECT NAME:	FORKLIFT LEASE AGREEMENT

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned 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, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.**

<b>I understand that even though goals were not assigned, 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.</b>	
_____	
<b>Company Name</b>	
_____	
<b>Name and Title of Authorized Representative (Print or Type)</b>	
_____	
<b>Signature</b>	<b>Date</b>

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:	GGU0156
PROJECT NAME:	FORKLIFT LEASE AGREEMENT

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

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

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

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

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

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

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

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

**Reviewing Counselor** \_\_\_\_\_ **Date** \_\_\_\_\_ **Director/Deputy Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS (IFB GGU0156)**

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 not later than (5) calendar days prior to bid opening. Submissions may be made via e-mail to: [gabriel.guerrero@austinenergy.com](mailto:gabriel.guerrero@austinenergy.com) or via fax at (512) 322-6580.

2. **BID EVALUATION AND AWARD** (reference paragraph 12 in Section 0200)

- A. It is the desire of the City to award one contract to one responsible bidder whose bid meets the requirements of the solicitation; however offerors may furnish pricing for all or any portion of the Solicitation. The City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City.
- B. If price for daily and/or weekly leasing is required, pricing shall be prorated from the monthly rate.

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

City of Austin Purchasing Office  
Attn: [Gabriel Guerrero \(All City Contracts\)](#)  
721 Barton Springs Road  
Austin, Texas 78704

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS (IFB GGU0156)**

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- 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.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to three (3) additional twelve (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 resolicit 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.
  - 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. **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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS (IFB GGU0156)**

**6. DELIVERY REQUIREMENTS:**

Delivery Locations:	Receiving Hours:
City of Austin - Austin Energy Various Locations within Austin City Limits To Be Specified at Time of Order Austin, TX	Monday through Friday Hours: 7:00 am to 3:00 pm
Austin Energy Kramer Warehouse and Yard 2412 Kramer Lane, Building D Austin, TX 78758	Monday through Friday Hours: 7:00 am to 3:00 pm

- A. Delivery is to be made within sixty (60) calendar days after the order is placed. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- 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 51 in Section 0300).
- E. Pickup of leased equipment shall be performed within three (3) to five (5) working days of notification from the Project Manager or their designee (~~either verbally or in writing~~), with no additional charges incurred once pickup has been requested.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Mark Francis
Address	721 Barton Springs Road
City, State Zip Code	Austin, Texas 78704

- B. The Contractor agrees to accept payment by either check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS (IFB GGU0156)**

**8. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months 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 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 five percent (5%) 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:
    - (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: Producer Price Index Industry Data	
Series ID: WPU 443	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: ALL	
Description of Series ID: WPU 443 Rental and leasing of goods (partial)	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

**CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS (IFB GGU0156)**

**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, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **PROJECT MANAGER:** The following person is designated as Project Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Mark Francis Fleet Program Manager
City of Austin – Austin Energy Town Lake Center
721 Barton Springs Road Austin, Texas 78704
Phone number: (512)322-6309 E-mail address: <a href="mailto:mark.francis@austinenergy.com">mark.francis@austinenergy.com</a>

13. **CONTRACT COMPLIANCE ADMINISTRATOR:** The following person is designated as Contract Compliance Administrator, and will act as the contact point between the City and the Contractor for financial, contractual issues and interpretation of the contract during the term of the Contract:

Cherilyn Wadley Contract Compliance Specialist Senior
City of Austin – Austin Energy Town Lake Center
721 Barton Springs Road Austin, Texas 78704
Phone number: (512)505-7838 E-mail address: <a href="mailto:cherilyn.wadley@austinenergy.com">cherilyn.wadley@austinenergy.com</a>

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK  
FOR  
LEASING OF FORKLIFTS**

**1.0 SCOPE AND CLASSIFICATION**

1.1 Scope

The City of Austin (COA) through its Electric Utility Department is hereinafter referred to as Austin Energy (AE), requires a reliable lease organization to supply forklifts in 10,000 lb. and 16,500 lb. capacities, with a minimum model year of 2013 year or newer. These forklifts will be utilized inside and outside on even terrains (i.e. pavement, gravel or caliche).

1.2 Classification

Equipment described herein is for use by AE Power Delivery, Power Production, and Warehousing operations.

**2.0 APPLICABLE SPECIFICATIONS**

2.1 Equipment supplied under this contract shall comply with all Federal and State of Texas Standards, Regulations, and Laws concerning this type of equipment applicable and effective on date of manufacture. These also include ANSI standards, safety, noise, and emission control standards as they apply to both private industry and governmental agencies.

**3.0 AUSTIN ENERGY (AE) REQUIREMENTS**

3.1 AE will be responsible for providing the fuel required in the day to day operation of the leased units.

3.2 AE agrees to utilize all equipment under this lease agreement in accordance with the manner and purpose for which it was manufactured and intended. The equipment will be operated by properly trained and qualified personnel in accordance with the manufacturer's instructions, and manuals.

3.3 AE will be financially responsible for repairs on leased equipment only in the cases that are the result of vehicle abuse. No actual repairs shall be performed by AE or any other City department.

**4.0 CONTRACTOR QUALIFICATIONS**

4.1 The Contractor shall be an operational equipment leasing facility regularly engaged in the business of providing leased equipment services for a minimum of three (3) consecutive years within the last five (5) years.

4.2 The Contractor shall provide a list of at least three (3) customers who are either currently leasing this equipment, or have leased this equipment in the past.

4.3 The Contractor shall have access to leased equipment sufficient to fill order requests as stipulated in this Statement of Work. The Contractor may be required to attend a post award meeting with AE personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK  
FOR  
LEASING OF FORKLIFTS**

**5.0 CONTRACTOR REQUIREMENTS**

- 5.1 The Contractor shall be responsible for all scheduled maintenance on leased equipment. This maintenance shall include but not limited to changing motor oil, filters, and required lubrication services, etc.
- 5.2 The Contractor shall be financially responsible for delivering leased equipment at the beginning of any subsequent lease, and for pick-up of the equipment at the end on the lease term(s).
- 5.3 The Contractor shall provide a point of contact for receiving orders from AE. AE Project Manager or their designee will contact the Contractor by e-mail, fax, or telephone to place orders to lease equipment.
- 5.4 The Contractor shall provide a checklist for documenting equipment condition at the time of delivery. The Contractor's representative and AE Project Manager or their designee shall inspect the leased equipment noting any existing problems on the checklist prior to AE taking possession of the leased equipment.
- 5.5 The Contractor shall not charge for any downtime on this equipment due to any mechanical failure not attributed to operator misuse, or abuse. In case a mechanical failure does occur, and repairs are estimated to take more than three (3) working days, the Contractor shall provide a replacement unit.
- 5.6 The Contractor shall perform all major repair services on the Contractor's premises. Preventive maintenance services as required by the Original Equipment Manufacturer (OEM) may be performed on City property, if space is available.
- 5.7 The Contractor shall provide documentation of all required permits and/or licenses (if necessary) to operate the leased equipment as required in the State of Texas with their Bid.

**6.0 EQUIPMENT SPECIFICATIONS**

All equipment and material provided by the Contractor shall be in good working condition, merchantable, fit for the specific purpose or tasks identified by AE, and meet or exceed the following minimum standards and specifications, as applicable.

**6.1 10,000 LB. CAPACITY FORKLIFT**

- 6.1.1 Forklift shall have a minimum 10,000 lb. capacity at an approximate 24" load center.
- 6.1.2 The overall height of equipment with mast lowered including the overhead guard shall be approximately 92" plus or minus 6 inches.
- 6.1.3 Forklift shall be a triple stage type providing an extended fork height with rated load of no less than 177".
- 6.1.4 Lift forks shall be Class III pallet type 48" Long x 6" Wide x 2" Thick.
- 6.1.5 Mast shall tilt approximately 4 Deg. forward, and 6 Deg. to the rear.
- 6.1.6 Forklift shall be equipped with a 48" high load backrest for a 71" carriage.

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- 6.1.7 Forklift shall be equipped with a hydraulically controlled side-shift mechanism for the forks producing increased maneuverability of loads.
  - 6.1.8 Forklift shall be equipped with hydraulically controlled fork width adjustment.
  - 6.1.9 Hydraulic controls shall be the full feathering type, and shall automatically return to the neutral position when released.
  - 6.1.10 Steering shall be power assisted.
  - 6.1.11 Forklift shall be equipped with hydraulic actuated / hydraulic boost wet disc brakes, and a lever actuated parking brake.
  - 6.1.12 Forklift transmission shall be a power shift, or hydrostatic type with a minimum of two forward and two reverse speeds.
  - 6.1.13 Forklift shall be powered by a water cooled diesel engine rated at a minimum 80 HP. Engine shall have a 12-volt electrical system, keyed ignition, and heavy duty filters. The engine shall also be equipped with a shutdown feature that monitors coolant temperature, engine oil pressure, and high transmission oil temperature.
  - 6.1.14 Forklift shall be equipped with manufacturer's standard gauges/indicator lights including but not limited to electrical system, oil pressure, temperature, fuel, and hour meter. All gauges/lights shall be flush mounted, weatherproof, and readily visible to the operator.
  - 6.1.15 The operator's area shall be protected with a heavy gauge overhead guard.
  - 6.1.16 Operator's seat shall be vinyl covered foam rubber, with backrest.
  - 6.1.17 An electric trumpet type horn shall be provided including weatherproof switch.
  - 6.1.18 The driving axle, and steering axle tires shall be soft solid type of sufficient size to transport the rated load.
  - 6.1.19 Forklift shall be equipped with all lights, and other safety equipment required by State of Texas, and Federal Safety Regulations, and shall also include the following:
    - 6.1.19.1 Adjustable headlights mounted on the overhead guard.
    - 6.1.19.2 One (1) amber strobe light.
    - 6.1.19.3 Rear combination brake, tail, and backup lights.
    - 6.1.19.4 Two (2) rear view convex mirrors mounted on the overhead guard.
    - 6.1.19.5 Audible back-up alarm.
  - 6.1.20 Forklift shall conform to ANSI standard #B56.1 or latest revision.
- 6.2 16,500 LB. CAPACITY FORKLIFT
- 6.2.1 Forklift shall have a minimum 16,500 lb. capacity at an approximate 24" load center.

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- 6.2.2 Forklift reach from center line of drive wheels to face of forks shall be a minimum of 23".  
Please specify this dimension for the lift being offered on the Bid Sheet (Section 0600).
- 6.2.3 The overall height of forklift with mast lowered including the overhead guard shall not exceed 120".
- 6.2.4 Lift shall be a 2-stage type providing an extended fork height with rated load of no less than 120".
- 6.2.5 The forks shall be pallet type and a minimum 96" Long x 6" Wide x 2 3/8" Thick. (Note: Fork length requirement may be met with fabricated sleeves if the longer forks are not available as a standard in the lease fleet)
- 6.2.6 Mast shall tilt approximately 6 Deg. forward, and 12 Deg. to the rear.
- 6.2.7 Forklift shall be equipped with a hydraulically controlled side-shift mechanism for the forks producing increased maneuverability of loads.
- 6.2.8 Forklift shall be equipped with hydraulically controlled fork width adjustment.
- 6.2.9 Hydraulic controls shall be the full feathering type, and shall automatically return to the neutral position when released.
- 6.2.10 Steering shall be power assisted.
- 6.2.11 Forklift shall be equipped with hydraulic brakes, and a lever actuated mechanical parking brake.
- 6.2.12 Forklift transmission shall be a power shift, or hydrostatic type with a minimum of two forward, and two reverse speeds.
- 6.2.13 Forklift shall be powered by a water cooled, 6-cylinder diesel engine rated at a minimum 94HP. Engine shall further be equipped with a 12-volt electrical system, keyed ignition, and heavy duty filters.
- 6.2.14 Forklift shall be equipped with manufacturer's standard gauges/indicator lights including but not limited to electrical system, oil pressure, temperature, fuel, and hour meter. All gauges/lights shall be flush mounted, weatherproof, and readily visible to the operator.
- 6.2.15 The operator's area shall be protected with a heavy gauge overhead guard.
- 6.2.16 Operator's seat shall be vinyl covered foam rubber, with backrest.
- 6.2.17 An electric trumpet type horn shall be provided including weatherproof switch.
- 6.2.18 Driving axle and steering axle tires shall be pneumatic type of sufficient size to transport the rated load.
- 6.2.19 Forklift shall be equipped with all lights, and other safety equipment required by State of Texas, and Federal Safety Regulations.

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- 6.2.20 Forklift shall meet design standards established by the American Society of Mechanical Engineers (ASME) for powered Industrial Trucks #B56.1 or latest revision.

**BID SHEET  
CITY OF AUSTIN  
FORKLIFT LEASE AGREEMENT**

**BID NO.** GGU0156

**RX NO.** RQM-1100-15113000127

**DATE:** JANUARY 12, 2016

**BUYER:** GABRIEL GUERRERO

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	MONTHLY RATE	EXTENDED PRICE
1	10,000 LB. CAPACITY FORKLIFT LEASE MEETING THE MINIMUM REQUIREMENTS IN SECTION 0500, SCOPE OF WORK. PRICE SHALL INCLUDE REGULARLY SCHEDULED MAINTENANCE AS PER PARAGRAPH 5.1 OF THE SPECIFICATION SECTION 0500. MANUFACTURER _____ MODEL NUMBER _____	2	EA	\$ _____	MONTHLY RATE X 12 \$ _____ SUM FROM ABOVE X 2 \$ _____
2	16,500 LB. CAPACITY FORKLIFT LEASE MEETING THE MINIMUM REQUIREMENTS IN , SECTION 0500, SCOPE OF WORK. PRICE SHALL INCLUDE REGULARLY SCHEDULED MAINTENANCE AS PER PARAGRAPH 5.1 OF THE SPECIFICATION SECTION 0500. MANUFACTURER _____ MODEL NUMBER _____ SPECIFY DIMENSION OF LIFT BEING OFFERED SEE PARAGRAPH 6.2.2 OF SPECIFICATION (SECTION 0500) _____	5	EA	\$ _____	MONTHLY RATE X 12 \$ _____ SUM FROM ABOVE X 5 \$ _____
3	ONE TIME DELIVERY FEE. BIDDER'S FIRM DELIVERY IS _____ CALENDAR DAYS AFTER RECEIPT OF ORDER	7	EA	\$ _____	\$ _____
4	ONE TIME PICK UP FEE.	7	EA	\$ _____	\$ _____

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_