

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** IFB JRD0000

**COMMODITY/SERVICE DESCRIPTION:** Sale of Waste Oil and Filters

**DATE ISSUED:** July 22, 2013

**REQUISITION NO.:** 7800 13070300472

**COMMODITY CODE:** 99874

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:**

**BID DUE PRIOR TO:** 2:00 PM, Tuesday, August 13, 2013

**Buyer Name:** Jonathan Dalchau

**Buyer ID**

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

**jonathan.dalchau@austintexas.gov**

**BID OPENING TIME AND DATE:** 2:15 PM, Tuesday, August 13, 2013

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

### LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please select this link:**

[https://www.ci.austin.tx.us/financeonline/vendor\\_connection/index.cfm#BIDOPENINGWEBINAR](https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm#BIDOPENINGWEBINAR)

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

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

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

### **SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER**

#### OFFER SUBMITTED BY

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

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

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

**FEDERAL TAX ID NO.** \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No.** (     )

**Fax No.** (     )

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All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](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
- Sections 0800 - 0835        Certifications and Affidavits (return all applicable Sections)
- Section 0900                    MBE/WBE Procurement Program Package or 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 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.

**\* 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](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](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

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PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SALE OF WASTE OIL AND DISPOSAL OF USED OIL/FUEL FILTERS  
AND USED FLOOR DRY**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 1:00 PM Central Time, on Tuesday August 6<sup>th</sup>, 2013. Please send to Jonathan Dalchau by email: jonathan.dalchau@austintexas.gov or fax: 512-974-2388.

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

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

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

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

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

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

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

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

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

2.2.1.1. The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

2.2.1.1.1. Waiver of Subrogation, Form WC 420304, or equivalent coverage

2.2.1.1.2. Thirty (30) day Notice of Cancellation, Form WC 420601, or equivalent coverage

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

2.2.2.1. The policy shall contain the following provisions:

2.2.2.1.1. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

2.2.2.1.2. Contractor/Subcontracted Work.

2.2.2.1.3. Products/Completed Operations Liability for the duration of the warranty period.

2.2.2.2. The policy shall also include these endorsements in favor of the City of Austin:

2.2.2.2.1. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

2.2.2.2.2. Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

2.2.2.2.3. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

2.2.3. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

2.2.3.1. The policy shall include these endorsements in favor of the City of Austin:

2.2.3.1.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

2.2.3.1.2. Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

2.2.3.1.3. The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

2.2.5.1. City of Austin shall be added as a loss payee.

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

**3. TERM OF CONTRACT**

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

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

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- 3.3. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph 3.1 above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36-MONTH CONTRACT

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST THREE (3) MONTH PERIOD

4. **PRE-AWARD**

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

5. **POST-AWARD**

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

6. **PICKUP REQUIREMENTS**

- 6.1. Pick up shall be made as specified in the Statement of Work Section 0500. See Section 0505, for pick up locations and point of contact.
- 6.2. Unless requested by the City, pickups shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).
- 6.3. The City reserves the right to add or delete additional pick up locations.

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

- 7.1. Payment for Goods shall be due, without billing or prompting by the City, within thirty (30) calendar days from the date of pick up. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate or one percent per month.
- 7.2. Contractor shall automatically – without billing or prompting by the City – remit payment for all products picked up from all City locations within 30 days from the date of pick-up..

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- 7.3. Failure to remit payments timely may be considered as a cause for the City to terminate the agreement with the Contractor.
- 7.4. Payments for all goods shall be made to the following addresses :

Department	Fleet Services Dept.	Austin Water Utility Dept.
Address	1190 Hargrave Street	625 E. 10 <sup>th</sup> ST, Suite 500
City, State, Zip	Austin, Texas 78702	Austin, Texas 78701
Contact	Hazel Black	Henrietta Melgar
Phone No.	(512) 974-1793	(512) 972-3045

**8. HAZARDOUS MATERIALS**

- 8.1. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- 8.2. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- 8.3. The MSDS, instructions and information required in paragraph "9.1" must be included with each shipment under the contract.

**9. PRICING REQUIREMENTS**

- 9.1. A representative sample of items is listed on the Bid sheet, Section 0600, for evaluation purposes.
- 9.2. Multiple contract awards may be made between a cooperative and the lowest, responsive and responsible bidder for either the entire contract, the majority of the contract, or select line items as indicated in paragraph 1 of Section 0500.
- 9.3. All Offerors must submit firm fixed pricing on all items that are listed on the Bid sheet.
- 9.4. **Failure to bid all the line items on the Bid sheet, Section 0600 of the solicitation, may disqualify an Offeror as "non-responsive" and Offeror will not be considered for award of this Contract.**

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

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

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solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

- 10.2. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this Contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- 10.3. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- 10.4. The Contractor shall maintain throughout the term of the resultant Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
  - 10.2.1.1. Employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records
  - 10.2.1.2. Time and date of week when employee's workweek begins
  - 10.2.1.3. Hours worked each day and total hours worked each workweek
  - 10.2.1.4. Basis on which employee's wages are paid
  - 10.2.1.5. Regular hourly pay rate
  - 10.2.1.6. Total daily or weekly straight-time earnings
  - 10.2.1.7. Total overtime earnings for the workweek
  - 10.2.1.8. All additions to or deductions from the employee's wages
  - 10.2.1.9. Total wages paid each pay period
  - 10.2.1.10. Date of payment and the pay period covered by the payment
- 10.5. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the Contract containing:
  - 10.5.1. The employee's name and job title
  - 10.5.2. A statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour
  - 10.5.3. A statement certifying that the employee is offered a health care plan with optional family coverage
- 10.6. Employee Certifications shall be signed by each employee directly assigned to the Contract.
- 10.7. 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.

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10.8. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph 17.4 above to verify compliance with this provision.

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

11.1. 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.

11.2. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

11.3. 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.

11.4. 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>

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

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

12.2. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

12.3. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**13. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)**

13.1. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

13.2. Mail the Purchasing Office Copy of the report to the following address:

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City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

**14. ESCALATION**

Contractor shall submit, as part of the initial bid or proposal, the version of the Producer Price Index for Lubricating and similar oils (the "index") current as of the date of the Contractor's bid. Prices shown in this contract shall remain firm for the first three (3) month of the contract period. 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:

**14.1. Price Decreases**

Requests for price decreases must be made in writing and submitted to 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 shall include the following documentation:

14.1.1. The effective date of the proposed decrease

14.1.2. Contractor shall submit, as a part of the request, the version of the Producer Price Index (e.g.) (Industry/Product name/code (the "Index")) current as of the date of the Contractor's Offer; and a copy of the index for the most current period. The following index is in effect as of the date of the solicitation:

**Series Id: WPU057604**

Not Seasonally Adjusted

**Area: Fuels and related products and power**

**Item: Lubricating and similar oils**

**Base Period: 198506**

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

14.2.2. Requests for price decreases shall be submitted for approval to the City's Purchasing Office within thirty (30) days prior to requested effective date of price decrease. The City will have thirty (30) calendar days to review and approve/disapprove the requested price decrease.

14.2.3. The percentage change between the prevailing price and the requested price decrease shall not exceed the percentage change between the Producer Price Index that was in effect at the beginning of the existing contract period and the one in effect at the time of request for price decrease. Vendor must send monthly to the Contract Managers, a nationwide printed report of escalating/decreasing prices.

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- 14.2.4. Proposed price increases may be offered to the City at any time, and become effective upon acceptance unless a different effective date is specified by the Contractor. Price increase offers may also be subject to negotiation if it appears that the increase offered is less than that which would be justified by the relationship of the current index to the index in effect at the beginning of the current review period.
- 14.2.5. Price increases 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 thirty (30) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested increase, the increase will take effect immediately. Should the Contractor not agree with the requested increase, the City may maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.
- 14.2.6. Since the perceived need for price decreases may be due in whole or in part to factors other than index changes, the City will consider fully documented increase requests which include complete descriptions and analyses of other factors which, in the Contractor's opinion, justify price decreases 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.

**15. PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (see also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

**16. NON-COMPLIANCE**

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

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

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

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

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**18. CONTRACT MANAGER**

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

Hazel Black, Contract Compliance Specialist Senior – Fleet Services

---

1190 Hargrave Street

---

Austin, TX 78702

---

Phone: 512-974-1751 or Email: [hazel.black@austintexas.gov](mailto:hazel.black@austintexas.gov)

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

**CITY OF AUSTIN  
FLEET SERVICES  
PICK UP LOCATIONS AND POINTS OF CONTACT**

<p><b>Service Center #1</b> Gregg Redden, Acting Manager 6301-A Harold Court Austin, Texas 78721</p> <p><a href="mailto:servicecenter1@austintexas.gov">servicecenter1@austintexas.gov</a> Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233</p>	<p><b>Parts Room - Service Center #1</b> <b>Amy Arredondo, Stores Coordinator</b> (512) 974-3029 Harold Terry (512) 974-1763 Jose Herrera (512) 974-1772</p> <p>Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a></p>
<p><b>Service Center #5</b> Steve Yost, Manager 714 East 8<sup>th</sup> Street Austin, TX 78701</p> <p><a href="mailto:servicecenter5@austintexas.gov">servicecenter5@austintexas.gov</a> Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903</p>	<p><b>Parts Room - Service Center #5</b> <b>Darryl Wesley, Stores Coordinator</b> (512) 974-1889 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974-1813</p> <p>Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a></p>
<p><b>Service Center #6</b> Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702</p> <p><a href="mailto:servicecenter6@austintexas.gov">servicecenter6@austintexas.gov</a> Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156</p>	<p><b>Parts Room - Service Center #6</b> <b>Gina Vasquez, Stores Coordinator</b> (512) 974-1857 Daniel, Ramirez (512) 974-1743</p> <p>Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a></p>
<p><b>Service Center #8</b> James Teague, Manager 4411-D Meinardus Austin, TX 78745</p> <p><a href="mailto:servicecenter8@austintexas.gov">servicecenter8@austintexas.gov</a> Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524</p>	<p><b>Parts Room - Service Center #8</b> <b>Daniel Dominguez, Stores Coordinator</b> (512) 974-1759 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687</p> <p>Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a></p>
<p><b>Service Center #11</b> Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721</p> <p><a href="mailto:servicecenter11@austintexas.gov">servicecenter11@austintexas.gov</a> Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055</p>	<p><b>Parts Room - Service Center #11</b> <b>Mike Maharidge, Stores Coordinator</b> (512) 974-9022 Rey Degollado (512) 974-4319</p> <p>Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a></p>
<p><b>Service Center #12</b> Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744</p> <p><a href="mailto:servicecenter12@austintexas.gov">servicecenter12@austintexas.gov</a> Main Tel. No.: (512) 974-4327 / Fax No.: (512) 974-4328</p>	<p><b>Parts Room - Service Center #12</b> <b>Mike Maharidge, Stores Coordinator</b> (512) 974-9022 Edward Kinch (512) 974-9020</p> <p>Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a></p>
<p><b>Service Center #13</b> Randy Crawford, Manager 2412 Kramer Lane, Bldg A Austin, TX 78758</p> <p><a href="mailto:servicecenter13@austintexas.gov">servicecenter13@austintexas.gov</a> Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968</p>	<p><b>Parts Room - Service Center #13</b> <b>Glenn Iosbaker, Stores Coordinator</b> (512) 491-3957</p> <p><a href="mailto:glenn.iosbaker@austintexas.gov">glenn.iosbaker@austintexas.gov</a></p>

**CITY OF AUSTIN  
FLEET SERVICES  
PICK UP LOCATIONS AND POINTS OF CONTACT**

<p><b>Hornsby Bend</b> Ed Simpson, TP Diesel Mech. 2210 S. FM 973 Austin, TX 78725</p> <p><a href="mailto:servicecenter1@austintexas.gov">servicecenter1@austintexas.gov</a> Main Tel. No.: (512) 972-1991    (512) 554-2332</p>	<p><b>Fleet Administration – Safety</b> <b>Jo-Ann Cowan, Occupational Health &amp; Safety Spec Sr.</b> 1190 Hargrave Street Austin, TX 78702</p> <p><a href="mailto:jo-ann.cowan@austintexas.gov">jo-ann.cowan@austintexas.gov</a> Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549</p>
<p><b>Materials Control</b> 6301-K Harold Court Austin, Texas 78721</p> <p><b>John Christofferson, Materials Control Manager</b> 512-974-1750 Email: <a href="mailto:john.christofferson@austintexas.gov">john.christofferson@austintexas.gov</a></p> <p><b>Lonnie Jones, Materials Control Supervisor,</b> Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: <a href="mailto:lonnie.jones@austintexas.gov">lonnie.jones@austintexas.gov</a></p> <p><b>Henry Guerra, Materials Control Supervisor</b> Parts Rooms 8, 11, 12 (512) 974-1547 Email: <a href="mailto:henry.guerra@austintexas.gov">henry.guerra@austintexas.gov</a></p>	<p><b>Fleet Administration - Contracts &amp; Contract Compliance</b> 1190 Hargrave Street Austin, TX 78702</p> <p><b>Matt Samaripa, Contract Compliance Supervisor</b> (512) 974-3527</p> <p><b>Hazel Black, Contract Compliance Specialist Sr.</b> (512) 974-1751                  Fax: (512) 974-9170</p> <p><b>Paige McDonald, Contract Compliance Associate</b> (512) 974-1768</p> <p><a href="mailto:fleetcompliance@austintexas.gov">fleetcompliance@austintexas.gov</a> Fax No.: (512) 974-1769</p>
<p><b>AUSTIN WATER UTILTY PICK UP LOCATIONS AND POINT OF CONTACT</b></p>	
<p><b>Davis Water Treatment Plant</b> Richard Everton                  (512) 972-1730 3500 W.35<sup>th</sup> ST. Austin, TX 78703 <a href="mailto:Richard.everton@austintexas.gov">Richard.everton@austintexas.gov</a> Main Tel. No.: (512) 972-1700</p> <p><b>New Water Treatment Plant #4</b> Brian Spencer                  (512) 972-1832 6800 N. FM 620 Austin, TX 78726 <a href="mailto:Brian.spencer@austintexas.gov">Brian.spencer@austintexas.gov</a> Main Tel. No.: (512) 972-1800</p> <p><b>South Austin Regional Water Treatment Plant</b> Randall Swenson    (512) 972-0601 13009 Farwell Lane Austin, TX 78767</p> <p><a href="mailto:Randall.swenson@austintexas.gov">Randall.swenson@austintexas.gov</a> Main Tel No.: (512) 972-0601</p>	<p><b>Ullrich Water Treatment Plant</b> Terry Delaney                  (512) 972-1801 1000 Forest View Drive Austin, TX 78724 <a href="mailto:Terry.delaney@austintexas.gov">Terry.delaney@austintexas.gov</a> Main Tel No. (512) 972-1800</p> <p><b>Walnut Waste Water Treatment Plant</b> Mike Welch                  (512) 972-1428 7113 FM 969 Austin, TX 78724 <a href="mailto:Mike.welch@austintexas.gov">Mike.welch@austintexas.gov</a> Main Tel No.: (512) 972-1428</p>

# City of Austin

## Purchasing Office

### Local Business Presence Identification Form

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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).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.*

**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

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

**SOLICITATION NUMBER:**                      **JRD0000**

**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:** 99874

**DESCRIPTION:** OILS, WASTE, SALE OF SURPLUS

- 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

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

SOLICITATION NUMBER: JRD0000

PROJECT NAME: SALE OF WASTE OIL AND FILTERS

**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**  
*(Please duplicate as needed)*

SOLICITATION NUMBER: JRD0000
PROJECT NAME: SALE OF WASTE OIL AND FILTERS

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

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

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

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

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

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

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

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

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>	
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**

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- Job too large.
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- 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