

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
AUTOMOTIVE WINDOW TINTING SERVICES AND ASSOCIATED PARTS**

1. PURPOSE

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with a single Vendor to provide Automotive Window Tinting Services and Associated Parts for City of Austin ("City") vehicles and equipment, including Austin Police Department (APD), Austin Fire Department (AFD), and Emergency Medical Services (EMS) vehicles. While this contract is intended to provide non-warranty repair services, the resultant Contractor must be authorized by the manufacturer to provide warranty repair services.
- 1.2 The Contract will be utilized by the Fleet Services Department on an as needed basis. The City reserves the right to allow other City Departments to utilize the Contract.
- 1.3 The City intends to solicit bids in response to this IFB and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).
- 1.4 It is the City's preference to award a single contract for the automotive window tinting services. However, if the cooperative purchasing prices are lower than the bid prices received, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the best-evaluated, responsive, and responsible bidder. Award may be based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement. A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select line items.

2. DEFINITIONS

- 2.1. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.
- 2.2. Leapfrog is a term used when the City requires priority repair services for City-owned vehicles and/or equipment. The Contractor is required to prioritize services of City-owned vehicles and/or equipment in front of other vehicles and/or equipment and expedite services and return of the City's vehicles and/or equipment.
- 2.3. Parts means all film, material and supplies for window tinting services
- 2.4. Services means to provide all parts, equipment, tools and labor necessary for window tinting services

3. CONTRACTOR QUALIFICATIONS

- 3.1. The Contractor shall accept payment by credit card, check, or Electronic Funds Transfer ("EFT") for all parts and repair services provided under the Contract, as indicated in the Invoices and Payment Provision in Section 0400. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 3.2. The Contractor must be a manufacturer's authorized representative for parts and must have an operational repair facility regularly engaged in the business of providing automotive window tinting services for a minimum of three (3) consecutive years within the last five (5) years.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
AUTOMOTIVE WINDOW TINTING SERVICES AND ASSOCIATED PARTS**

- 3.3. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.
- 3.4. The Contractor must be a manufacturer authorized warranty repair facility equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide warranty services (when requested by the City) for automotive window tinting. In order to minimize downtime of City units, the facility shall be located within 50 miles of the Texas State Capitol.
- 3.5. The Contractor must have a facility with warehouse space and equipped with supplies and equipment necessary to satisfy the requirements of the contract.
- 3.6. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City units and equipment at the Contractor's location.
- 3.7. The Contractor shall have a minimum of two (2) service technicians, fully qualified to provide automotive window tinting services. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years providing automotive window tinting services. Training certificates and/or documentation shall be provided to the City within five (5) calendar days after written request.

4. CONTRACTOR'S RESPONSIBILITIES FOR WINDOW TINTING SERVICES

- 4.1. The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the services described herein. Contractor shall perform all services according to the manufacturer's recommended repair techniques and standards.
- 4.2. The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed services within the timeframe stipulated in this Scope of Work.
- 4.3. The Contractor shall perform all automotive window-tinting services on the Contractor's premises.
- 4.4. The Contractor shall provide a point of contact for receiving orders from the City. A City representative will use e-mail, fax, or telephone to place an order for automotive window tinting services.
- 4.5. The City will provide transportation for all units to and from the Contractor's premises. Upon completion of services, the Contractor shall notify the City within one (1) working day after completion of the services(s).
- 4.6. The Contractor shall diagnose the unit for automotive window tinting and provide a written cost estimate to the Fleet Service Center Manager or their designee within one (1) working day after taking possession of the unit. The written cost estimate shall include:
 - Estimated labor hours and cost
 - Description and cost of parts
 - Total cost to complete services
 - Total amount of time needed to complete services
 - Unit identification (either unit number, license plate, or VIN)
- 4.7. The Fleet Service Center Manager or their designee will provide written authorization (e.g. email) to proceed with the services after evaluating the estimate. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with services based on verbal authorizations and assumes all liability and responsibility for services performed based on such verbal authorizations.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
AUTOMOTIVE WINDOW TINTING SERVICES AND ASSOCIATED PARTS**

- 4.8. The Contractor's responsibility for Window Tinting Services for Emergency vehicles including APD, AFD, and EMS:
- 4.8.1. The Contractor shall not use any **High Performance Metal Alloy Film** that will interfere with the GPS system in any **Emergency Units**.
- 4.8.2. The Contractor shall use a **Two (2) Layer Standard Film – no Metal**, 35% - 48% Darkness, Solar Rejection; 35% - 48% Heat Reduction and UV Ray Protection.
- 4.9. The Contractor's responsibility for Window tinting Services for *Non-Emergency Vehicles* shall be required to use:
- 4.9.1. Two (2) Layered Standard Film with/or without Metal. 35% - 48% Darkness Solar Rejection, Heat Reduction, and UV Ray Protection.
- 4.9.2. Three (3) Layered High Performance Metal Alloy Film, 49% - 59% Darkness; Solar Rejection, Heat Reduction and UV Ray Protection.
- 4.10. The Contractor shall comply with Texas Law/Window Tinting Legalities and all work performed and parts provided shall conform to all federal, state and local requirements
- 4.11. The Contractor shall submit a new cost estimate if the cost of the necessary services increases from the original cost estimate. The new cost estimate shall include a list of the additional services and costs, an explanation and shall be submitted in advance to the Fleet Service Center Manger or their designee for written (e.g. email) approval.
- 4.12. The Contractor shall complete the services within the timeframe indicated in the estimate, after receipt of the Fleet Service Center Manager or their designee written approval to proceed with the services. If more time is required to complete the necessary services, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date services will be completed. The Fleet Service Center Manager or their designee must approve the Contractor's request for extension in writing (e.g. email).
- 4.13. Upon return of the unit, the Fleet Service Center Manager or their designee will inspect the services for compliance with all contract requirements and to ensure services were completed in a satisfactory manner. If, upon inspection, deficiencies are detected, the services shall be rejected and the Contractor shall be required to make the necessary adjustments or correct the services at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor will arrange for pickup of the unit within one (1) business day of notification. Contractor shall complete corrective work within one (1) business day unless additional time is approved by the Fleet Service Center Manager or their designee in writing (e.g. email).
- 4.14. The Contractor shall anticipate that services performed will be tested and/or inspected by the City during the term of the Contract. Fleet Services reserve the right to conduct any tests or inspections deemed necessary to ensure services or parts conform to the vehicle or equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all services and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.
- 4.15. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City equipment, buildings, and/or property. Any damage shall be repaired at the Contractor's expense.
- 4.16. The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the Fleet Service Center Manager or designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
AUTOMOTIVE WINDOW TINTING SERVICES AND ASSOCIATED PARTS**

4.17. The Contractor shall provide an itemized invoice to the Fleet Service Center Manager or their designee, upon completion of services. The invoice shall include the following information.

- Date services were authorized
- List of services made
- Date services were completed
- Itemized list of parts and other products used for the window tinting
- Number of labor hours associated with the services
- Unit identification (either unit number, license plate, or VIN)

4.18. The Contractor shall properly recycle and/or dispose of used and contaminated lubricants and/or film. Costs for recycling or disposal fees shall be factored into the Offer and not charged separately on an invoice. The Contractor shall provide to Fleet Services, upon request, a copy of a standard transportation manifest showing that all used and contaminated lubricants and/or film were properly recycled and/or disposed.

4.19. The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).

4.20. The Contractor shall submit copies of all documentation related to hazardous waste to both the Fleet Service Center Manager and the City's Occupational Health & Safety Specialist located within Fleet Administration.

4.21. The Contractor shall provide a 12-month labor warranty for all services. A copy of the labor warranty shall be provided to the Fleet Service Center Manager or their designee with each delivery.

4.22. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. The warranty period shall not start until the part is installed on a unit as evidenced by the Contractor's invoice for services. This warranty shall provide for replacement parts and shall include pick up and return of the unit, removal of the defective part and installation of the replacement part at no additional cost. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee with each delivery.

4.23. The Contractor shall provide, upon request, a monthly and/or yearly total of all services performed for Fleet Services. The City prefers that the report be in an electronic format that may be sorted or other City-approved format. The report shall itemize services by date, Service Center that placed the order, type of services, cost for labor (including hours and rates), description and cost for parts, total cost of services, and serviced unit identification (either unit number, license plate, or VIN).

4.24. The Contractor shall complete "Leapfrog" services as specified in the order. A fee may be assessed for any "Leapfrog" repair orders placed by the City as indicated on the Bid Sheet, Section 0600. "Leapfrog" must be noted on the invoice when authorized by the City.

5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

5.1. The Contractor shall stock or have immediate access to a parts inventory sufficient complete needed services within the timeframe stipulated in this Scope of Work. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory and/or repair facility as specified in the Pre-Award and Post-Award paragraphs in Section 0400.

5.2. Within five (5) business days of Contract award, the Contractor shall submit to the Fleet Services Contract Manager specified in Section 0400 two (2) CDs or electronic copies, if available, of the price list(s) upon which the percentage discounts or markups are based on the bid sheet. The City will accept a printed copy only if no electronic format is available.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
AUTOMOTIVE WINDOW TINTING SERVICES AND ASSOCIATED PARTS**

- 5.3. If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list with their Offer, the Contractor shall document by written invoice from the supplier the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
- 5.4. The Contractor warrants that ALL parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
- 5.5. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Service Center Manager or their designee with each delivery. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the Contractor's invoice for services.
- 5.6. The Contractor further warrants that the parts installed under this Contract will not void existing vehicle/equipment or manufacturer's warranties.
- 5.7. The Contractor shall notify the Contract Manager and the Fleet Service Center Manager or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.
- 5.8. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts associated with services purchased by Fleet Services. The City prefers that the report be in an electronic format that may be sorted, or other City-approved format. The report shall include date purchased, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased.

6. WORK HOURS

The City will not pay off-shift rates for services performed. Off-shift hours are any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time

7. PICKUP AND DELIVERY REQUIREMENTS

Pickup and delivery shall be made as specified herein during normal City business hours Monday through Friday between the hours of 7:00 A.M. through 5:00 P.M. except for City-recognized legal holidays and weekends unless requested by Fleet Services in advance (see paragraph 52 in Section 0300 for City Holidays).

8. MILEAGE

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

9. EMERGENCY CONTRACTOR SUPPORT

- 9.1. Immediately following contract award, Contractor shall provide the City with an emergency contingency plan that identifies the City as a priority customer in the event of an emergency situation during the term of the contract and through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 9.2. In the event of an emergency, the contractor and all subcontractors shall agree to follow the direction of the Fleet Director, or their designee, to assure that services are made when the City requires them.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
AUTOMOTIVE WINDOW TINTING SERVICES AND ASSOCIATED PARTS**

- 9.3. Contractor shall consider all City orders as priority and provide preferential treatment to the City throughout the entire contract term. This is a requirement due to the critical nature of much of the City's business, such as Police, Fire, and EMS.