



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

**SOLICITATION NO:** JRD0017

**COMMODITY/SERVICE DESCRIPTION:** Repair Services and Associated Parts for Cummins CNG Engines

**DATE ISSUED:** May 12, 2014

**REQUISITION NO.:** 7800 14050200330

**COMMODITY CODE:** 92941

**BID DUE PRIOR TO:** 2:00 PM, Tuesday, June 3, 2014

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

**BID OPENING TIME AND DATE:** 2:15 PM, Tuesday, June 3, 2014

Jonathan Dalchau  
Senior Buyer

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

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

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

**LIVE BID OPENING ONLINE:**

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

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

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

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

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

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

<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	12
0500	SPECIFICATION	6
0505	DELIVERY LOCATIONS	2
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
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 and return	1

**RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Signed Offer Sheets
- Section 0600                    Bid Sheets
- Section 0605                    Local Business Presence Identification Form
- Section 0700                    Reference Sheet (if required)
- Section 0835                    Nonresident Bidder Provision

**\* 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.**

**I AGREE TO ABIDE BY THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES. IN CASES WHERE THE CITY HAS ESTABLISHED THAT THERE ARE NO M/WBE SUBCONTRACTING GOALS FOR A SOLICITATION, I AGREE THAT BY SUBMITTING THIS OFFER**

MY FIRM IS COMPLETING ALL THE WORK FOR THE PROJECT AND NOT SUBCONTRACTING ANY PORTION. IF ANY SERVICE IS NEEDED TO PERFORM THE CONTRACT THAT MY FIRM DOES NOT PERFORM WITH ITS OWN WORKFORCE OR SUPPLIES, I AGREE TO 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 AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:

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

IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.

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.

Federal Tax ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

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

**CITY OF AUSTIN – PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
FLEET SPECIFIC  
FOR  
REPAIR SERVICES WITH ASSOCIATED PARTS FOR  
CUMMINS COMPRESSED NATURAL GAS ENGINES**

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 no later than 1:00 PM, one (1) week prior to the bid opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

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

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

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

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

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. Garage Liability Coverage. The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation
    - (b) Thirty (30) days Notice of Cancellation
    - (c) The City of Austin listed as an additional insured
- v. Property Coverage. The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
  - (1) City of Austin shall be added as a loss payee.

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vi. Garagekeepers Liability. The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.

(1) City of Austin shall be added as a loss payee.

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

3. **TERM OF CONTRACT**

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

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

C. Upon written notice to the Contractor from the City's Purchasing Officer or 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 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.

4. **PRE-AWARD**

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

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

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5. **POST-AWARD**

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

6. **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.

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

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

8. **INVOICES and PAYMENT (see paragraphs 12 and 13 in Section 0300)**

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: Equipment and/or parts numbers and descriptions, unit number, license plate number, or vehicle identification number (VIN), credit for core charge for core exchanges, documentation to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.

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- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- E. The Contractor agrees to accept payment by credit card, check, or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- F. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

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

- A. Labor hours must be based on published industry standards where they apply. In areas where such standards have not been published, the City reserves the right to restrict labor hours based on historic experience for like repairs.
- B. Fleet Services Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- C. If pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

**10. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

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

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- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

11. **HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (SDS), 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. See [www.osha.gov](http://www.osha.gov) for the recommended format for the SDS.
- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- D. The SDS, instructions and information required above must be included with each shipment under the contract.

12. **RECYCLED PRODUCTS**

The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

13. **PRICING REQUIREMENTS - SPECIFIED ITEMS AND HOURLY LABOR RATES**

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

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- C. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

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

- A. Offeror must quote a percentage discount or markup to a Price List:
- i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
  - ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
- B. **Two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based shall be submitted within five (5) business days after notice of award.**
- i. **The City will accept a printed copy only if no electronic format is available. NOTE: If a Price List(s) is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.**
  - ii. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list, the Contractor shall be required to document by written invoice the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
  - iii. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Contract and will be used to place orders and to verify the percent discount or markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.
- C. The Price List(s) may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Contract Manager in the Fleet Department with the effective date of change to be at least **30-calendar days** after written notification. The City reserves the right to refuse any list revision.
- D. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

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

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

- A. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**17. ECONOMIC PRICE ADJUSTMENT –SPECIFIED PARTS AND/OR SERVICES**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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- 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.

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

Weight % or \$ of Base Price: 70%	
Database Name: Consumer Price Index – All Urban Consumers	
Series ID: CUUR0000SETD3	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. city average	
Description of Series ID: Motor vehicle repair	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section 1	

Weight % or \$ of Base Price: 30%	
Database Name: Consumer Price Index – All Urban Consumers	
Series ID: CUUR0000SS48021	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. city average	
Description of Series ID: Vehicle parts and equipment other than tires	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section 2	

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

**Composite Indexes:** Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

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

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18. **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).

19. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. 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.

20. **WARRANTY REQUIREMENTS - PARTS (see Paragraph 21, Section 0300)**

- A. The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
- B. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the Contractor's invoice for repairs. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee with each delivery.
- C. The Contractor further warrants that the parts installed under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

21. **WARRANTY REQUIREMENTS – SERVICES (see Paragraph 22, Section 0300)**

- A. The Contractor warrants and represents that all services provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.
- B. The warranty period shall not start until the part is actually installed on a unit as evidenced by the Contractor's invoice for repairs. A copy of the labor and associated parts warranties shall be provided to the Fleet Service Center Manager or their designee with each repair.

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

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

23. **CONTRACT MANAGER**

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

Cherilyn Wadley, Contract Compliance Specialist – Fleet Services

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1190 Hargrave Street

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Austin, TX 78702

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Phone: 512-974-1768 or Email: cherilyn.wadley@austintexas.gov

- B. 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  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p><b>Service Center #1</b> Greg 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>Vacant, 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>Gloria 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 ("Jim") 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 Edward Kinch (512) 974-9020 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 Rey Degollado (512) 974-4319 Email: <a href="mailto:firstname.lastname@austintexas.gov">firstname.lastname@austintexas.gov</a></p>
<p><b>Service Center #13</b> Cedric Wilson, Manager 2412 Kramer Lane, <b>Bldg A</b> 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  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p><b>Fleet Tire Shop</b>  <b>Ryan Braziel, Stores Coordinator</b> (512) 974-1487          6301-K Harold Court          Austin, TX 78721</p> <p>ryan,braziel@austintexas.gov</p>	<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) 974-2052 / Fax No.: (512) 974-2233</p>
<p><b>Materials Control</b>          6301-K Harold Court          Austin, Texas 78721</p> <p><b>John Christofferson, Division Manager</b> 512-974-1750          Email: john.christofferson@austintexas.gov</p> <p><b>Lonnie Jones, Materials Control Supervisor,</b>          Parts Rooms SC 1, 5, 6, 13          (512) 974-1744          Email: lonnie.jones@austintexas.gov</p> <p><b>Henry Guerra, Materials Control Supervisor</b>          Parts Rooms 8, 11, 12          (512) 974-1547          Email: henry.guerra@austintexas.gov</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) 974-1769</p> <p><a href="mailto:fleetcompliance@austintexas.gov">fleetcompliance@austintexas.gov</a>          Fax No.: (512) 974-1769</p>
<p><b>Vehicle Support and Accidents</b>  <b>Irvin Schmidt, Division Manager</b>          6400 Bolm Road          Austin, TX 78721</p> <p><a href="mailto:fleetaccidentgroup@austintexas.gov">fleetaccidentgroup@austintexas.gov</a>          Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630</p>	<p><b>Fuel Operations and Acquisitions</b>  <b>Will O'Connor, Program Manager</b>          4411-D Meinardus          Austin, TX 78745</p> <p><a href="mailto:fleetfueloperations@austintexas.gov">fleetfueloperations@austintexas.gov</a>          Main Tel. No.: (512) 978-2644 / Fax No.: (512) 978-2630</p>
<p><b>Auction and Make Ready</b>  <b>Eddie Goebel, Fleet Program Manager</b>          6400 Bolm Road          Austin, TX 78721</p> <p><a href="mailto:auction.fleet@austintexas.gov">auction.fleet@austintexas.gov</a>  <a href="mailto:fleetmakereadydepartment@austintexas.gov">fleetmakereadydepartment@austintexas.gov</a>          Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630</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>

**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. 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, SECTION 0900 OF THE SOLICITATION.*

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

**OFFEROR:**

Name of Local Firm						
Physical 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						
Physical 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						
Physical 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

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

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

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

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

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

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