



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

SOLICITATION NO: MMO0110

COMMODITY/SERVICE DESCRIPTION: OEM Parts and Repairs for Detroit Diesel and Mercedes Diesel Engines

DATE ISSUED: May 30, 2016

REQUISITION NO.: 16050400431

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 92847, 0603850

LOCATION: N/A

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

BID DUE PRIOR TO: Tuesday, June 28, 2016 at 2:00 PM

BID OPENING TIME AND DATE: Tuesday, June 28, 2016 at 2:15 PM

Marian Moore
Buyer II

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2062

E-Mail: marian.moore@austintexas.gov

LIVE BID OPENING ONLINE:

Sandy Wirtanen
Senior Buyer

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

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

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MMO0110	Purchasing Office-Response Enclosed for Solicitation # MMO0110
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (FLASH DRIVE) 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.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	14
0500	SPECIFICATION	7
0505	DELIVERY LOCATIONS	2
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th 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.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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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 shall be submitted in writing to the Purchasing Office by one week prior to the Solicitation due date. Requests can be emailed to marian.moore@austintexas.gov or faxed to 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
- v. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Contractor shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following final completion of the work. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the work. The Contractor shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

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

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(Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- 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

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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.

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.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor shall provide a written statement if a common carrier will be used to deliver parts.

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 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 designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph "A" above.

D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

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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 "Code Red" deliveries" 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.

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 maintains 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 annual 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 (**reference paragraph 51 in Section 0300**).
- C. For Parts:
- i. All orders shall be shipped complete unless arrangements for partial shipments are made in advance.
 - ii. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - iii. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "Code Red" means that there is a critical

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need for the shipment such that the City is willing to pay expedited shipping charges for delivery as specified in the Scope of Work).

- D. For Repairs:
- i. 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 (unit number, license plate, or VIN)

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

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." 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.
- 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.

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- 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 shall 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 Parts Room, 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 during the review the 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. RESTOCKING FEES

- A. The Contractor may bill the City restocking fees (limited to 5% of the total cost of the item or items returned) for parts that are ordered by the City under the Contract and returned for refund; except that no restocking fee shall be billed for any parts returned within thirty (30) calendar days after receipt or for any parts returned during a quarterly stock lift. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. The City will permit a restocking fee greater than 5% only in the event that the manufacturer charges the Contractor a restocking fee greater than 5%. In order to qualify for the higher restocking fee, the Contractor shall be required to submit written evidence of the manufacturer's higher restocking fee.

11. UNUSED INVENTORY (STOCK LIFT)

- A. The City may require a stock lift on a quarterly basis. When required, the Contractor shall pick up and credit the City's account for items purchased during the Contract term which have not been used or have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition. The amount credited to the City's account shall be the original purchase price for the items.
- B. The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.
- C. No restocking fees will be assessed for parts returned during a quarterly stock lift.
- D. At the end of the final Contract term, if the Contractor is not the successful vendor for the replacement Contract, when requested by the City, the Contractor shall pick up and refund the City for items purchased during the Contract term which were not used, provided the

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items are in the original cartons and in marketable condition. The amount refunded to the City shall be the original purchase price for the items less the restocking fee as outlined in the Restocking Fees provision above.

12. 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 shall submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature shall be identified to show the item(s) in the Offer to which it applies.
- 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 shall 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.

13. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (SDS) (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.
- 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 in paragraph "A" above shall be included with each shipment under the contract.

14. RECYCLED PRODUCTS

- A. 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.

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- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

15. PRICING REQUIREMENTS - SPECIFIED ITEMS

- A. The Specified Items listed in Section 0600 represent the most commonly purchased items. This list of parts is an annual estimate of Specified Parts that may be purchased under the resultant contract.
- B. All Offerors shall 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.
- C. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

16. PRICING REQUIREMENTS - NON-SPECIFIED ITEMS

- A. The City may purchase additional items that are available from the Contractor in various quantities using the Published Price List(s) ("Price List(s)") identified in Section 0600 under the Non-Specified Parts Section.
- B. Offeror shall 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 shall be priced by taking the stated list price and applying that percentage discount or markup.
- C. 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

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by written invoice the cost for all parts charged to the City. The cost documentation shall 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 shall 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 shall include descriptions of items listed.
 - D. 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 Buyer in the Purchasing Office 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.
 - E. 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.
17. **LIVING WAGES (applicable to procurements involving the use of labor)**
- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
 - B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages 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 \$13.03 per hour. 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.
 - C. 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)
 - D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
 - E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage

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throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

- F. 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 required in paragraph C above to verify compliance with this provision.

18. 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 certify 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>

19. WORKFORCE SECURITY CLEARANCE

- 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.

20. 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

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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.

- 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 shall 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 shall be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data.
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply:

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Weight % or \$ of Base Price: 73.7	
Database Name: CONSUMER PRICE INDEX	
Series ID: CUUR0000SETD	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: US CITIES	
Description of Series ID: MOTOR VEHICLE MAINTENANCE & REPAIR	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Labor	

Weight % or \$ of Base Price: 26.3	
Database Name: CONSUMER PRICE INDEX	
Series ID: CUUR0000SETC	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: US CITIES	
Description of Series ID: PARTS	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Parts	

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.

21. **PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor shall 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

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the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (reference also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

22. 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 unless a longer period is specified in the City's written notice. 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.

23. CORES (whenever applicable)

- A. Fleet Services will return cores within thirty (30) calendar days after installation of a new or rebuilt part.
- B. If Fleet Services does not return core(s) within thirty (30) calendar days, the Contractor shall contact the Fleet Service Center Manager or designee, from where the part was delivered to request that the core be returned or to request reimbursement from the City for the Core(s) at the Contract rate. If the City pays for a core and later returns it to the Contractor, the City shall be reimbursed.
- C. The City will not accept invoices for any core charges until thirty-one (31) calendar days after the installation of the new or rebuilt part.

24. WARRANTY REQUIREMENTS - PARTS (reference 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 City's work order or 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 within five (5) calendar days of request by the City.
- C. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

25. WARRANTY REQUIREMENTS – SERVICES (reference 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.

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- 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.

26. **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.

27. **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:

Molly Freeman, Contract Compliance Associate – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1749 or Email: molly.freeman@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.

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1. PURPOSE

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with an authorized dealer able to provide Original Equipment Manufacturer (“OEM”) parts and repair services for City of Austin (“City”) Detroit Diesel and Mercedes Diesel Engines. A Contract will be awarded to provide OEM parts and repair services on an as-needed basis as stipulated in this solicitation. 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. 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 Detroit Diesel and Mercedes Diesel engine parts and repair service needs of Fleet 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 lowest, responsive and responsible bidder. Award may be based on individual or groups of specific line items 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.
- 1.5 A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select line items.

2. DEFINITIONS

- 2.1 Stock Parts are defined as high turnover parts that are most commonly needed by the City.
- 2.2 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.
- 2.3. Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or will be ordered.
- 2.4. Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges. The Contractor shall include the term “Code Red” on invoices when the delivery order so stipulates.
- 2.5. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.
- 2.6. Expedited Services is a term used when the City requires priority repair services for City-owned vehicles and/or equipment. The Contractor is required to prioritize repairs of City-owned vehicles and/or equipment in front of other vehicles and/or equipment and expedite repair and return of the City’s vehicles and/or equipment.

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- 2.7. Repair means to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.
- 2.8. Off-shift hours are defined any hours other than Monday through Friday from 7:00am through 5:00 pm local time.

3. CONTRACTOR QUALIFICATIONS

- 3.1. 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 OEM parts and repair services for a minimum of three (3) consecutive years within the last five (5) years.
- 3.2. 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 within five (5) calendar days after written request by the City. 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.
- 3.3. 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 Detroit Diesel and Mercedes Diesel engines. In order to minimize downtime of City units, said facility shall be located within 50 miles of the Texas State Capitol.
- 3.4. The Contractor must have a facility with adequate warehouse space and equipped with parts, supplies and equipment necessary to satisfy the requirements of the contract.
- 3.5. 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.
- 3.6. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on Detroit Diesel and Mercedes Diesel engines. 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 working on Detroit Diesel and Mercedes Diesel engines. Training certificates and/or documentation shall be provided to the City within five (5) calendar days after written request.

4. CONTRACTOR'S RESPONSIBILITIES FOR REPAIR 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 repairs within the timeframe stipulated in this Scope of Work.
- 4.3. The Contractor shall perform all repair 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 from the Fleet Service Center will contact the Contractor by e-mail, fax, or telephone to place an order for repairs. The Contractor shall confirm all orders for service within thirty (30) minutes from the time the request is initiated, including after hours and weekends.
- 4.5. The Contractor shall transport (pick up and/or return) all drivable City units to and/or from the Contractor's premises where the repair services will be completed. Unit(s) in need of repair(s) shall be picked up within one (1) working day after notification and returned within one (1) working day

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after completion of the repair(s). On occasion, the City may transport units to and/or from the Contractor's place of business for repair services.

- 4.6. The City will provide transportation for non-drivable units to the Contractor's premises. Upon completion of repairs, the Contractor shall deliver the unit back to the City within one (1) working day after completion of the repair(s).
- 4.7. The Contractor shall diagnose the unit for repairs and provide a written cost estimate to the Fleet Service Center Manager or their designee within two (2) working day after taking possession of the unit. The written cost estimate shall include:
 - The cause of failure
 - The correction or repair needed
 - Estimated labor hours and cost
 - Description and cost of parts
 - Total cost to complete repair services
 - Total amount of time needed to complete repairs
 - Unit identification (unit number, license plate, or VIN)
- 4.8. The Fleet Service Center Manager or their designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization will include a unique delivery order number. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.
- 4.9. The Contractor shall submit a new cost estimate if the cost of the necessary repairs increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional repairs and costs and shall be submitted in advance to the Fleet Service Center Manger or their designee for written (e.g. email) approval for the hidden damage repairs.
- 4.10. The Contractor shall complete the repairs within the timeframe indicated in the estimate, after receipt of the written approval to proceed with the repairs from the Fleet Service Center Manager or their designee. If more time is required to complete the necessary repairs, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The Fleet Service Center Manager or their designee must approve the Contractor's request for extension in writing (e.g. email).
- 4.11. Upon receipt of the repaired unit, the Fleet Service Center Manager or their designee will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, deficiencies are detected, the repairs shall be rejected and the Contractor shall be required to make the necessary adjustments or correct the repairs 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).
- 4.12. The Contractor shall anticipate that repairs made will be tested and/or inspected by the City during the term of the Contract. The City reserves 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 repairs, articles, materials, and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.
- 4.13. 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.

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- 4.14. 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 their designee.
- 4.15. The Contractor shall provide an itemized invoice to the Fleet Service Center Manager or their designee, upon completion of each repair. The invoice shall include 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 (unit number, license plate, or VIN)
- 4.16. The Contractor shall return all non-usable cores to the City upon completion of the repair job, if cores are applicable to the repair. The City will not be charged for usable cores from City units repaired at Contractor's facility.
- 4.17. The Contractor shall provide the parts removed during repair of the unit, for verification purposes upon request by the Fleet Service Center Manager or their designee.
- 4.18. The Contractor shall properly recycle and/or dispose of used and contaminated lubricants and/or filters. 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 filters 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 repair 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 repair 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 repair 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 repairs 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 repairs by date, Service Center that placed the order, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and repaired unit identification (unit number, license plate, or VIN).
- 4.24. The Contractor shall complete "Expedited Services" as specified in the order. A fee may be assessed for any orders for Expedited Services" placed by the City as indicated on the Bid Sheet, Section 0600. "Expedited Services" must be noted on the invoice when authorized by the City.

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5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

- 5.1. The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time and to complete needed repairs within the timeframe stipulated in this Scope of Work. The stock level required shall be a thirty (30) day supply of inventory, which will be determined by the City after Contract award. The City will provide the Contractor with a list of parts for the thirty (30) day supply. All parts will be ordered on an as-needed basis. 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 discounts or markups are based on the bid sheet. The City will accept a printed copy only if no electronic format is available.
- 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 shall provide new parts, except for core components on renewed assemblies. Parts must meet all applicable federal, state and local requirements for quality and safety. If new parts are not available, or if Fleet Services requests them in writing (e.g. email), remanufactured or rebuilt parts may be used. Used, factory seconds, remanufactured, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
- 5.5. The Contractor shall provide OEM parts. If OEM parts are not available, any parts that are not OEM shall be approved by the Fleet Service Center Manager or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.
- 5.6. 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. This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.
- 5.7. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is installed on a unit as evidenced by the City's work order or the Contractor's invoice for repair services.
- 5.8. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.
- 5.9. 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.
- 5.10. The Contractor shall provide a point of contact for receiving orders from the City. A City representative from the Fleet Service Center will contact the Contractor by e-mail, fax, or telephone to place an order

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for parts. The request will include the part number, part description, delivery requirements, and a unique delivery order number.

- 5.11. The Contractor shall confirm the quantity to be shipped to the ordering Fleet Service Center representative by telephone or email within two (2) hours after the order is sent.
- 5.12. The Contractor shall ship all orders for parts complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
- 5.13. The Contractor shall deliver Stock Parts to the ordering Fleet Service Center as follows:
 - 5.13.1 Parts ordered before 10:00 AM shall be delivered to the ordering Fleet Service Center no later than noon the next working day. Parts ordered after 10:00 AM shall be delivered within two (2) working days after the order is sent. The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the time the City places the order.
- 5.14. The Contractor shall deliver Non-Stock Parts to the ordering Fleet Service Center within three (3) working days after the order is sent. All special orders shall be honored under the Contract pricing, without any additional markups.
- 5.15. The Contractor shall deliver Back-ordered (or out-of-stock) Parts to the Fleet Service Center within five (5) working days after the order is sent. The Contractor shall advise the ordering Fleet Service Center representative by telephone of when the part(s) will be available. Notification shall be within two (2) hours after the order is sent. If the Contractor cannot provide the Back-ordered part within five (5) working days, the City reserves the right to purchase the part on the open market and charge the Contractor the difference between the Contract price and the purchase price in accordance with the Performance paragraph in Section 0400.
- 5.16. The Contractor shall deliver "Code Red" orders based on the distance of the Contractor's premises from the Texas State Capitol as indicated below:
 - 5.16.1. The Contractor shall deliver "Code Red" orders to the Fleet Service Center within four (4) business hours after the order is sent.
 - 5.16.2. A delivery fee may be assessed for any "Code Red" orders placed by the City as indicated on the Bid Sheet, Section 0600. "Code Red" must be noted on the invoice when authorized by the City.
- 5.17. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts 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.
- 5.18. The Contractor shall provide, as a courtesy, manufacturer's diagnostic software to be used on standalone laptop computers located in Fleet Service Centers. If online diagnostic materials are available by subscription, the Contractor shall provide the subscription to Fleet Services as a courtesy.

6. WORK HOURS

The City will not pay additional charges for repairs and/or services performed during off-shift hours.

7. PICKUP AND DELIVERY REQUIREMENTS

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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 Code Red deliveries when requested by the City and for pickup and delivery of units being repaired on Contractor's premises.

9. CONTRACTOR'S TRAINING RESPONSIBILITIES

- 9.1. The Contractor shall provide a qualified factory-authorized service representative to provide technical training for Fleet Services automotive technicians.
- 9.2. The training shall consist of a combination of classroom discussion and/or audio-visual aids and/or other training modules.
- 9.3. The training shall also include safety instructions, operation, maintenance, and lubrication requirements, any special adjustments and minor repair procedures. Fleet Services automotive technicians, supervisors, and parts room personnel shall also receive procedures for ordering parts, along with repair manual and parts book orientation.
- 9.4. The training shall be up to 8-hours a day or longer if the Contractor deems necessary, and shall accommodate up to four (4) attendees per session.
- 9.5. The date of the training shall be coordinated between the Contractor and a Fleet Service Center Manager or their designee.
- 9.6. Equipment training will be held at one of the Fleet Service Centers (see Section 0505 for locations) and the classroom training will be held at a designated location arranged by a Fleet Service Center Manager or their designee.

10. EMERGENCY CONTRACTOR SUPPORT (use for Police, Fire and EMS requirements or as needed)

- 10.1. 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 during the term of the contract and through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 10.2. 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 parts are delivered when and where the City requires them and that repairs are made when the City requires them.
- 10.3. 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.

**CITY OF AUSTIN
FLEET SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p>Service Center #1 Jim Teague, Manager 6301-A Harold Court Austin, Texas 78721</p> <p>servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-1757 Fax: (512) 974-2233</p>	<p>Parts Room - Service Center #1 Daniel Dominguez, Stores Coordinator (512) 974-1759 Osiris Valdez (512) 974-9020 Jose Herrera (512) 974-1772</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #5 Steve Yost, Manager 714 East 8th Street Austin, TX 78701</p> <p>servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9909</p>	<p>Parts Room - Service Center #5 Edward Kinch, Stores Coordinator (512) 974-1889 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974-1813</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #6 Ricardo (Ric) Calvino, Manager 1182 Hargrave Austin, TX 78702</p> <p>servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156</p>	<p>Parts Room - Service Center #6 Gloria Vasquez, Stores Coordinator (512) 974-1857 Daniel Ramirez (512) 974-1743</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #8 Richard Pitman, Manager 4411-D Meinardus Austin, TX 78745</p> <p>servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 416-1635</p>	<p>Parts Room - Service Center #8 Amy Arredondo, Stores Coordinator (512) 974-3029 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #11 Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721</p> <p>servicecenter11@austintexas.gov Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055</p>	<p>Parts Room - Service Center #11 Mike Maharidge, Stores Coordinator (512) 974-9022 Harold Terry (512) 974-1763</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #12 Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744</p> <p>servicecenter11@austintexas.gov Main Tel. No.: (512) 974-4327 / Fax No.: 512) 974-4328</p>	<p>Parts Room - Service Center #12 Mike Maharidge, Stores Coordinator (512) 974-9022 Rey Degollado (512) 974-4319</p> <p>Email: firstname.lastname@austintexas.gov</p>
<p>Service Center #13 James Forman, Manager 2412 Kramer Lane, Bldg. A Austin, TX 78758</p> <p>servicecenter13@austintexas.gov Main Tel. No.: (512) 978-2340 / Fax No.: (512) 978-2350</p>	<p>Parts Room - Service Center #13 Glenn Iosbaker, Stores Coordinator (512) 978-2341</p> <p>Email: glenn.iosbaker@austintexas.gov</p>

**CITY OF AUSTIN
FLEET SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<p>Fleet Tire Shop Brenita Selement, Stores Coordinator (512) 974-1793 6301-K Harold Court Austin, TX 78721</p> <p>Email: brenita.selement@austintexas.gov</p>	<p>Hornsby Bend Ed Simpson, Technician III 2210 S. FM 973 Austin, TX 78725</p> <p>servicecenter1@austintexas.gov Main Tel. No.: (512) 974-2052 / Fax No.: (512) 974-2233</p>
<p>Materials Control 6301-K Harold Court Austin, Texas 78721</p> <p>John Christofferson, Division Manager (512) 974-1750 Email: john.christofferson@austintexas.gov</p> <p>Lonnie Jones, Materials Control Supervisor Parts Rooms (512) 974-1744 Email: lonnie.jones@austintexas.gov</p> <p>Henry Guerra, Materials Control Supervisor Parts Rooms (512) 974-1547 Email: henry.guerra@austintexas.gov</p>	<p>Fleet Administration - Contracts & Contract Compliance 1190 Hargrave Street Austin, TX 78702</p> <p>Hazel Black, Contract Compliance Supervisor (512) 974-1751 Fax: (512) 974-1769 hazel.black@austintexas.gov</p> <p>Tina Gamez, Contract Compliance Specialist Sr. (512) 974-2629 Fax: (512) 974-1769 tina.gamez@austintexas.gov</p> <p>Steve Orwick, Contract Compliance Specialist. (512) 974- 1768 Fax: (512) 974-1769 Steve.orwick@austintexas.gov</p> <p>Molly Freeman, Contract Compliance Associate (512) 974-1749 Fax: (512) 974-1769 molly.freeman@austintexas.gov</p>
<p>Vehicle Support and Accidents Homer Bradshaw, Fleet Division Manager 6400 Bolm Road Austin, TX 78721</p> <p>fleetaccidentgroup@austintexas.gov Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630</p>	<p>Fuel Operations and Acquisitions Bruce Kilmer, Fleet Division Manager 1190 Hargrave Street Austin, TX 78702</p> <p>bruce.kilmer@austintexas.gov fleetfueloperations@austintexas.gov Main Tel. No.: (512) 974-1531 / Fax No.: (512) 974-1538</p>
<p>Auction and Make Ready Eddie Goebel, Fleet Program Manager 6400 Bolm Road Austin, TX 78721</p> <p>auction.fleet@austintexas.gov fleetmakereadydepartment@austintexas.gov Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630</p>	<p>Fleet Administration – Safety Jo-Ann Cowan, Occupational Health & Safety Spec Sr. 1190 Hargrave Street Austin, TX 78702</p> <p>jo-ann.cowan@austintexas.gov 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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

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

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

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

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

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 is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

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

SOLICITATION NUMBER:	MMO0110
PROJECT NAME:	OEM PARTS & REPAIRS FOR DETROIT DIESEL & MERCEDES DIESEL ENGINES

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

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:	MMO0110
PROJECT NAME:	OEM PARTS & REPAIRS FOR DETROIT DIESEL & MERCEDES DIESEL ENGINES

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <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 / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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