



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

<b>SOLICITATION NO:</b> MMO0111	<b>COMMODITY/SERVICE DESCRIPTION:</b> Cable Puller/Tensioner
<b>DATE ISSUED:</b> June 13, 2016	<b>PRE-BID CONFERENCE TIME AND DATE:</b> N/A
<b>REQUISITION NO.:</b> 16052500727	<b>LOCATION:</b> N/A
<b>COMMODITY CODE:</b> 0705930	<b>BID DUE PRIOR TO:</b> Thursday, July 7, 2016 at 2:00 PM
<b>FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:</b>	<b>BID OPENING TIME AND DATE:</b> Thursday, July 7, 2016 at 2:15 PM
Marian Moore Buyer II Phone: (512) 974-2062 E-Mail: marian.moore@austintexas.gov	<b>LOCATION:</b> MUNICIPAL BUILDING, 124 W 8 <sup>th</sup> STREET RM 308, AUSTIN, TEXAS 78701
Sandy Wirtanen Senior Buyer Phone: (512) 974-7711 E-Mail: sandy.wirtanen@austintexas.gov	<b>LIVE BID OPENING ONLINE:</b> For information on how to attend the Bid Opening online, please select this link: <a href="http://www.austintexas.gov/department/bid-opening-webinars">http://www.austintexas.gov/department/bid-opening-webinars</a>

**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 # MMO0111	Purchasing Office-Response Enclosed for Solicitation # MMO0111
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

**SUBMIT 1 ORIGINAL AND 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.**

<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	4
0500	SPECIFICATION	6
0505	DELIVERY REQUIREMENTS	1
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* 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.**

### **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](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**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
CABLE PULLER / TENSIONER**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to solicitation due date. Requests can be emailed to [marian.moore@austintexas.gov](mailto:marian.moore@austintexas.gov) or faxed to 512-974-2388

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will not be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

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

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

City of Austin Purchasing Office  
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 WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, 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.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

**Note: If shipment is made by common carrier, insurance is not required. The Contractor shall provide confirmation with price sheet if a common carrier will be used.**

- 4. **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.
- 5. **DELIVERY REQUIREMENTS:**

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- A. Reference New Vehicle and Equipment Delivery Requirements, Attachment “A”.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. No delivery charges will be paid by the City for any shipment.
- D. The Contractor shall confirm the quantity to be shipped prior to the start of the manufacture or assembly of the units.
- E. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Fleet Acquisition
Attn:	Allison Wood
Address	6400 Bolm Road
City, State Zip Code	Austin, TX 78721

- B. 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.

7. **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.

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- 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>

8. **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 security desk when entering or leaving any Fleet Services facility. 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.

9. **CONTRACT MANAGER:** 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:

Allison Wood, Business Process Consultant, Senior – Fleet Services

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1190 Hargrave Street

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Austin, TX 78702

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Phone: 512-974-1796 or Email: [allison.wood@austintexas.gov](mailto:allison.wood@austintexas.gov)

\*Note: 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, TEXAS  
PURCHASE SPECIFICATIONS FOR  
“DRUM TYPE” CABLE PULLER/TENSIONER**

**1. SCOPE AND CLASSIFICATION**

- 1.1 **SCOPE-** This specification is for a “drum type” trailer mounted cable puller/tensioner for use by Austin Energy (AE), the municipally-owned electric utility of the City of Austin, TX. It includes sections on General Requirements, Functional Performance and Material Requirements. This specification shall be used in conjunction with the appropriate Bid Item Sheet.
- 1.2 **CLASSIFICATION** – To be used by the AE Overhead Distribution Division for the installation and removal of electrical conductors.

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

**2. APPLICABLE SPECIFICATIONS**

- 2.1 Selling supplier/manufacturer shall be responsible for having complied with all Federal and State of Texas standards, regulations, and laws concerning this type of equipment, applicable and effective on the date of manufacture, including safety, noise, and emission control standards as applies to both private industry and governmental agencies. This also includes compliance with applicable OSHA requirements.

**3. CONTRACTOR REQUIREMENTS**

- 3.1 Contractor shall not install any decals or other markings on delivered units as a means of advertisement.
- 3.2 Prior to award, the City may request a demonstration of like equipment at a location designated by the City.
- 3.3 All equipment and accessories shall be delivered complete per specifications outlined herein and ready for immediate use. Prior to delivery, the Contractor shall conduct an item by item specification compliance inspection. A final acceptance inspection will be conducted by the City upon delivery.
- 3.4 If a unit is rejected during the final acceptance inspection for any reason, the Contractor shall pick up the unit, correct any problems, and return the unit as directed by an authorized City representative at no additional cost.

**4. FUNCTIONAL, PERFORMANCE, AND MATERIAL REQUIREMENTS**

NOTE: Stated requirements are minimum. Equipment that exceeds these in quality and/or size and capacity will be acceptable unless otherwise stated. Buyer’s approval is required for any item proposed as equal. Item shall be fully described so the Buyer may determine if the item proposed is equal to, or exceeds the specified item in every detail. Bidder shall indicate that materials and services comply with exact specifications with a check mark and shall provide a descriptive statement for any materials or services offered not conforming to exact specifications.

- 4.1 **Design** – Cable Puller/Tensioner shall be a trailer mounted single drum type.  
Comply (  ) / Comments \_\_\_\_\_
- 4.2 **Make and Model** – Please indicate below  
Comments \_\_\_\_\_
- 4.3 **Line Pull Assembly**
  - A. Pulling Reel –78” in diameter x 58” wide and removable without the need for extra tools.

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PURCHASE SPECIFICATIONS FOR  
“DRUM TYPE” CABLE PULLER/TENSIONER**

Comply ( ) / Comments \_\_\_\_\_

- B. Spindle Bar – 2 ½” diameter “high strength” solid steel shaft.

Comply ( ) / Comments \_\_\_\_\_

- C. Pulling Line – 17,000 Feet of 5/8” diameter synthetic pulling line included with delivery.

Comply ( ) / Comments \_\_\_\_\_

- D. Capable of maintaining continuous line pull of 3,500 lbs (with a full drum) at 4 MPH.

Comply ( ) / Comments \_\_\_\_\_

- E. Unit shall be equipped with an infinitely variable line pull speed ranging from 0 to 4 MPH.

Comply ( ) / Comments \_\_\_\_\_

- F. The operator shall be able to preset the line pull / tension desired.

Comply ( ) / Comments \_\_\_\_\_

- G. All pulling and tensioning operations are to be hydraulically controlled

Comply ( ) / Comments \_\_\_\_\_

- H. A Hydraulic “overhead” levelwind system shall be provided to ensure proper spooling of pulling line onto the storage drum. The levelwind system shall include a top opening roller assembly.

Comply ( ) / Comments \_\_\_\_\_

- I. Drive Assembly – Equipped with a quick release feature to allow the operator to free up the drum assembly for payout, without the engine running.

Comply ( ) / Comments \_\_\_\_\_

**4.4 Brakes – Spring applied/hydraulic release main brake assembly**

Comply ( ) / Comments \_\_\_\_\_

- A. Disk Brake – 16” bronze disk brake to control over-spin and line payout.

Comply ( ) / Comments \_\_\_\_\_

**4.5 Engine – The unit shall contain a 45 HP diesel engine. The engine shall be hydraulically driven, water cooled, and installed on rubber mounts to reduce vibration during operation.**

Comply ( ) / Comments \_\_\_\_\_

- A. Equipped with keyed electric start including 12 volt battery and alternator

Comply ( ) / Comments \_\_\_\_\_

- B. Equipped with heavy-duty muffler with exhaust routed away from operator station

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Comply ( ) /Comments\_\_\_\_\_

- C. Equipped with Minimum 12 gallon fuel tank

Comply ( ) /Comments\_\_\_\_\_

- D. Equipped with fuel filter including fuel/water separator

Comply ( ) /Comments\_\_\_\_\_

- E. Equipped with full-flow oil filter

Comply ( ) /Comments\_\_\_\_\_

- F. Equipped with Manufacturer's standard speed governor

Comply ( ) /Comments\_\_\_\_\_

- G. Equipped with an automatic visual, and audible warning system to alert the operator when the engine is overheating or experiencing low oil pressure. The system shall be set at the engine manufacturer's recommended values.

Comply ( ) /Comments\_\_\_\_\_

- H. Engine hydraulic system shall be a hydrostatic closed loop type including a 10-micron return line filter, a pressure regulator, an oil cooler, and a minimum 15 gallon oil reservoir.

Comply ( ) /Comments\_\_\_\_\_

- I. All filler caps, oil dipsticks, and the battery box shall have lockable closures as protection against vandalism

Comply ( ) /Comments\_\_\_\_\_

**4.6 Control Console**

- A. An operator's control station on the forward side of the trailer extending into the tongue area. Control station shall be equipped with a padded and adjustable seat assembly for operator comfort and a fold down safety screen. It shall also include a console assembly which houses all unit controls, gauges, and other indicators

Comply ( ) /Comments\_\_\_\_\_

- B. Control station shall be equipped with a fold over protective lid assembly, including a provision for locking in the closed position

Comply ( ) /Comments\_\_\_\_\_

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C. Gauges shall be installed at the control console to monitor all unit systems, including, but not limited to:

- |                               |            |
|-------------------------------|------------|
| a. Hydraulic oil temperature  | Comply ( ) |
| b. Hydraulic pressure         | Comply ( ) |
| c. Engine coolant temperature | Comply ( ) |
| d. Fuel level                 | Comply ( ) |
| e. Ammeter                    | Comply ( ) |
| f. Hour meter                 | Comply ( ) |
| g. Tachometer                 | Comply ( ) |

Comments \_\_\_\_\_

D. Operator shall be able to preset the line pull / tension desired.

Comply ( ) /Comments \_\_\_\_\_

**4.7 Trailer Specifications**

A. Trailer assembly shall be a tandem axle type equipped with an adjustable height pintle eye ranging from 18" to 26" above ground level. The trailer shall further be of all welded steel construction and adequately braced to prevent deflection when fully loaded.

Comply ( ) /Comments \_\_\_\_\_

B. The towing eye shall have a minimum 3" ID dimension with a minimum 1 5/8" material cross section.

Comply ( ) /Comments \_\_\_\_\_

C. Two 3' galvanized safety chins of sufficient capacity to hold fully loaded trailer assembly shall be firmly affixed to the trailer and adapted with hooks for attachment to the towing vehicle.

Comply ( ) /Comments \_\_\_\_\_

D. Unit design shall be as compact as possible. Please provide the following information

Overall height: \_\_\_\_\_

Overall width: \_\_\_\_\_

Overall length: \_\_\_\_\_

E. A minimum of three hydraulically controlled stabilizing jacks shall be provided. Two shall be installed at the rear of the trailer assembly and one shall be installed in the trailer tongue area.

Comply ( ) /Comments \_\_\_\_\_

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- F. Trailer shall have a GVWR rating adequate to safely transport a fully loaded and equipped unit.  
Comply ( ) /Comments \_\_\_\_\_
- G. Trailer shall be equipped with a tandem axle and suspension utilizing leaf type springs commensurate with fully loaded unit.  
Comply ( ) /Comments \_\_\_\_\_
- H. Tires and wheels shall be commensurate with the trailer GVWR, but shall not be smaller than 8.75 X 16.5 10-ply:  
Indicate type to be provided: \_\_\_\_\_  
Comply ( ) /Comments \_\_\_\_\_
- I. Trailer shall be equipped with electric brakes, including “break away” switch.  
Comply ( ) /Comments \_\_\_\_\_
- J. Trailer shall be supplied with one set of mud flaps mounted 8” above ground level as delivered.  
Comply ( ) /Comments \_\_\_\_\_
- K. A holder shall be installed on the trailer tongue assembly for storage of the state inspection certificate.  
Comply ( ) /Comments \_\_\_\_\_
- L. Trailer shall be equipped with all lights and reflectors as required by State of Texas and Federal safety standards.  
Comply ( ) /Comments \_\_\_\_\_
- M. A minimum four feet of wire shall extend beyond the end of the trailer tongue and be adapted to a 6-way male connector for attachment to the towing vehicle.  
Comply ( ) /Comments \_\_\_\_\_
- N. All gears, drive chains, etc. shall be protected by shields or guards as per current OSHA standards.  
Comply ( ) /Comments \_\_\_\_\_
- O. Manufacturer’s Statement of Origin (MSO) document is to be supplied upon delivery of unit. The city will not accept delivery or process payment until this document is provided.

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Comply ( ) /Comments \_\_\_\_\_

**5. Other Requirements**

- 5.1 Operator’s training by qualified instructors shall be provided for a minimum of seven persons. The training shall cover proper operating techniques and daily maintenance such as lubrication, visual inspections and fluid checks. All costs for training shall be included in the base bid price.

Comply ( ) /Comments \_\_\_\_\_

# NEW VEHICLE AND EQUIPMENT DELIVERY REQUIREMENTS

The City of Austin has recently issued a Purchase Order to obtain vehicles or equipment from your company. Please take a moment to review our delivery requirements as described in section 3.2 of our Purchasing Specifications. New vehicles and equipment will no longer be accepted or allowed to be off loaded and/or left on City property without the proper documentation at time of delivery to the City of Austin (VSD-Acquisitions). The City of Austin does not have a loading dock or forklift available. All deliveries must be made with "wheels on the ground".

**DELIVERY REQUIREMENTS** – Successful bidder shall provide all of the items listed below with each vehicle at time of delivery to the City of Austin (VSD-Acquisitions). Delivery will not be accepted until these items are received. We are unable to provide any assistance with lifting or moving items at time of delivery (i.e. unloading vehicles from trailers). **NO EXCEPTIONS.**

- 1) **MSO** – Manufacturer's Certificate of Origin shall be presented at time of delivery to the City of Austin (VSD-Acquisitions). First Assignment on MSO must be made out to: City of Austin, Fleet Administration 1190 Hargrave St. Austin TX 78702 Dealers located within the State of Texas must also include the TX DOT 130U (Title transfer form) with the same assignment attached to the MSO.
- 2) **Invoice** – An original invoice shall be dated on date of delivery to the City of Austin, and shall be presented at time of delivery to the City of Austin (VSD-Acquisitions). Invoice shall show appropriate Bid Item Number corresponding to Vehicle Identification Number (VIN), complete City of Austin Purchase Contract Reference Number, and purchase price. Invoices dated prior to delivery are not acceptable.
- 3) **Warranty** – A copy of manufacturer's new vehicle warranty for each unit.
- 4) **Accessory Equipment Warranty** – Warranties shall also be supplied covering all accessory equipment supplied by the vehicle dealer. All accessory equipment warranties shall be effective the day the vehicles are placed in service.
- 5) **Operating and servicing (Owner's) Manuals:** copy of each per vehicle.
- 6) **Texas State Vehicle Inspection Report (VIR) must be completed for any vehicles required State Inspection. Hard copy should be attached to the rest of the documents at the time of delivery.**

## DELIVERY LOCATION AND CONTACT:

**\*\*\* Notify Fleet Service at least one business day in advance as to the date and estimated time of your delivery. Failure to comply with above requirements may delay your payment processing. \*\*\***

Contact: Eddie Goebel (512) 978-2639  
Oleg Zalubovsky (512) 978-2638  
Ryan Braziel (512) 978-2647  
Kenneth Wykoff (512) 978-2637

Email: [firstname.lastname@austintexas.gov](mailto:firstname.lastname@austintexas.gov)

Delivery Hours: Mon-Fri 7:00AM -4:00PM  
City of Austin Fleet Services  
6400 Bolm Rd  
Austin, TX 78721



**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 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:	MMO0111
PROJECT NAME:	CABLE PULLER / TENSIONER

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

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

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

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

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

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

<b>I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.</b>	
_____	
<b>Company Name</b>	
_____	
<b>Name and Title of Authorized Representative (Print or Type)</b>	
_____	
<b>Signature</b>	<b>Date</b>

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

SOLICITATION NUMBER:	MMO0111
PROJECT NAME:	CABLE PULLER / TENSIONER

**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.**

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

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

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

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

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