



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

SOLICITATION NO: SLW0112REBID **COMMODITY/SERVICE DESCRIPTION:** Custom Tarps and Tarp System Replacement Parts

DATE ISSUED: November 16, 2015

REQUISITION NO.: 7800 15051900344

BID DUE PRIOR TO: Wednesday, December 9, 2015 at 2:00PM

COMMODITY CODE: 0652578

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

BID OPENING TIME AND DATE: Wednesday, December 9, 2015 at 2:15PM

Marian Moore

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

Administrative Specialist

Phone: (512)974-2062

E-Mail: marian.moore@austintexas.gov

LIVE BID OPENING ONLINE:

Sandy Wirtanen

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

Buyer II

Phone: (512)974-7711

E-Mail: sandy.wirtanen@austintexas.gov

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

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 # SLW0112REBID	Purchasing Office-Response Enclosed for Solicitation # SLW0112REBID
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 COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SPECIFICATION	4
0505	DELIVERY LOCATIONS AND POINTS OF CONTACT	2
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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

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 must be submitted in writing to the Purchasing Office by by one (1) week prior to the bid opening date by 1:00PM CST. Any requests should be faxed to 512-974-2388 or emailed to marian.moore@austintexas.gov.

2. **ALTERNATE OFFERS**

- A. 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).
- B. It is the City's preference to award a single contract for the tarp 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 will be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.
- C. A Successful Bidder will be awarded either the entire contract, the majority of the contract, or select line items.

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

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- 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 (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

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- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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 must 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.

4. **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.

5. **PRE-AWARD**

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

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6. 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.

7. 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.

8. DELIVERY REQUIREMENTS

- A. 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, deliveries shall not be made on City-recognized legal holidays (**reference paragraph 51 in Section 0300**).
- C. For Parts:
 - i. All orders must 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 need for the shipment such that the City is willing to pay expedited shipping charges for delivery as specified in the Scope of Work).

9. 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, documentation to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.

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

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

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

10. VERIFICATION OF CONTRACTOR'S PARTS PRICING

- A. 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.
- B. 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.

11. 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.

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12. 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 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.

13. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

14. 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.

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- D. The SDS, instructions and information required in paragraph "A" above must be included with each shipment under the contract.

15. 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.

16. 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 must submit firm fixed pricing for the Specified Items 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 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.

17. 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 must quote a percentage discount or markup to a Price List.
- i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
- 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 must be submitted with each invoice.

- iii. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Contract and will be used to place orders and to verify the percent discount or markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.
 - 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.
18. **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.
19. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)**
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

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

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20. **ECONOMIC PRICE ADJUSTMENT –SPECIFIED PARTS**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data.
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SETC02	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. city average	
Description of Series ID: Vehicle accessories other than tires	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Specified Parts	

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

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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 must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (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. **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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC FOR
CUSTOM TARPS AND TARP SYSTEM REPLACEMENT PARTS**

C. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.

24. **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.

25. **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:

Hazel Black, Contract Compliance Supervisor – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1751 or Email: hazel.black@austintexas.gov

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
PARTS ONLY FOR
CUSTOM TARPS AND TARP SYSTEM REPLACEMENT PARTS**

1. PURPOSE

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with a single Vendor able to provide Original Equipment Manufacturer (“OEM”) parts for City of Austin (“City”) vehicles and equipment. A Contract will be awarded to provide custom tarps, tarp system replacement parts for vehicles and equipment including but not limited to: open dump trucks, roll off trucks, salvage trailers, refuse and waste trucks, including fire apparatus ladder trucks, pumper trucks on an as-needed basis as stipulated in this solicitation.
- 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.

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 orders so stipulates.
- 2.5. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.

3. CONTRACTOR QUALIFICATIONS

- 3.1. The Contractor shall be a manufacturer’s authorized representative for parts and have an operational facility regularly engaged in the business of providing parts 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. In order to minimize downtime of City units and to address emergency needs, said facility shall be located within 30 miles of the Texas State Capitol.

4. CONTRACTOR’S RESPONSIBILITIES FOR PARTS

- 4.1. The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time within the timeframe stipulated in this Scope of Work. The stock level required shall be a two-week supply of inventory, which will be determined by the City and Contractor after Contract award. The City will provide the Contractor with a list of parts for the two-week 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 Subcontractors’ parts inventory as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 4.2. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
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CUSTOM TARPS AND TARP SYSTEM REPLACEMENT PARTS**

- 4.3. 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 shall be submitted with each invoice.
- 4.4. The Contractor shall provide new parts, except for core components on renewed assemblies. Parts shall 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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 actually installed on a unit as evidenced by the City's work order.
- 4.8. The Contractor further warrants that the parts supplied under this Contract shall not void existing vehicle/equipment or manufacturer's warranties.
- 4.9. 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.
- 4.10. 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 for parts. The request will include the part number, part description, delivery requirements, and a unique delivery order number.
- 4.11. 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.
- 4.12. 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.
- 4.13. The Contractor shall deliver Stock Parts to the ordering Fleet Service Center as follows:
 - 4.13.1 Parts ordered before 10:00 AM shall be delivered to or picked up by the ordering Fleet Service Center no later than noon the next working day. Parts ordered after 10:00 AM shall be delivered or picked up 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
PARTS ONLY FOR
CUSTOM TARPS AND TARP SYSTEM REPLACEMENT PARTS**

- 4.14. 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.
- 4.15. 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 will be within two (2) hours after the order is sent. If the Contractor cannot provide the backordered 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.
- 4.16. The Contractor shall deliver "Code Red" orders **within four (4) business hours after the order is sent.**
- 4.17. 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" shall be noted on the invoice when authorized by the City.
- 4.18. 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. DELIVERY REQUIREMENTS

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).

6. 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.

7. EMERGENCY CONTRACTOR SUPPORT

- 7.1. Immediately following contract award, Contractor shall provide the City with an emergency contingency plan that identifies the City as a priority customer in the event of an emergency situation during the term of the contract and through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 7.2. 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.
- 7.3. 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 / 974-2052 / 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) 322-9903</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 (Rick) Calvino, Manager 1182 Hargrave Austin, TX 78702</p> <p>servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1741 / 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 Pittman, Manager 4411-D Meinardus Austin, TX 78745</p> <p>servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524</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>servicecenter12@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 Foreman, Manager 2412 Kramer Lane, Bldg. A Austin, TX 78758</p> <p>servicecenter13@austintexas.gov Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968</p>	<p>Parts Room - Service Center #13 Glenn Iosbaker, Stores Coordinator (512) 491-3957</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) 974-1487 6301-K Harold Court Austin, TX 78721</p> <p>Email: brenita.selement@austintexas.gov</p>	<p>Hornsby Bend Ed Simpson, TP Diesel Mech. 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 SC 1, 5, 6, 13 (512) 974-1744 Email: lonnie.jones@austintexas.gov</p> <p>Henry Guerra, Materials Control Supervisor Parts Rooms 8, 11, 12 (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>Cherilyn Wadley, Contract Compliance Specialist (512) 974-1768 Fax: (512) 974-1769 cherilyn.wadley@austintexas.gov</p> <p>Niki McFarlin, Contract Compliance Associate (512) 974-1540 Fax: (512) 974-1538 niki.mcfarlin@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. 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.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs.?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name _____

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

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

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

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

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder 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: _____