



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

SOLICITATION NO: IFB CRR0204

COMMODITY/SERVICE DESCRIPTION: Bauer Air Compressor Maintenance and Repair Services

DATE ISSUED: 02/29/16

REQUISITION NO.: 8300-15110900092

COMMODITY CODE: 93608 & 0253055
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID DUE PRIOR TO: Tuesday, March 22, 2016 at 2:00pm

BID OPENING TIME AND DATE: Tuesday, March 22, 2016 at 2:15pm

Claudia Rodriquez
Sr. Buyer

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

Phone: (512) 974-3092

E-Mail: ClaudiaR.Rodriquez@austintexas.gov

LIVE BID OPENING ONLINE:

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

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

When submitting a sealed Offer and/or Compliance Plan, use the 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 # CRR0204	Purchasing Office-Response Enclosed for Solicitation # CRR0204
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY 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	7
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

Section 0815: Living Wages Contractor Certification

Company Name _____

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

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

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

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

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

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

SOLICITATION NUMBER:	CRR0204
PROJECT NAME:	Bauer Air Compressor Maintenance and Repair Services

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

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

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

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

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

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

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

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

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

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____	Date _____	Director/Deputy Director _____	Date _____

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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 Monday, March 7, 2016 at 2:00pm.

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

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

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

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

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

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

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- (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.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to five (5) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City’s Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

- 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. 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	Fire Department

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Attn:	Accounts Payable
Address	4201 Ed Bluestein Blvd
City, State Zip Code	Austin, TX 78721

- B. The Contractor agrees to accept payment by either 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.

6. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and 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 Offer.
- C. The price list 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 revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- 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.

7. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

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- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the

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work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 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 percent (20%) 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.

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- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 60%	
Database Name: Employment Cost Index	
Series ID: CIU2010000430000A (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Installation, maintenance, and repair, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-10	

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000430000A (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Installation, maintenance, and repair, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 11-13	

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

10. **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 cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

11. **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:
 - A. Adrian Rodriguez, email: Adrian.rodriquez@austintexas.gov phone: (512) 974-1754

Scope of Work-Section 0500

Solicitation No. CRR0204

Description: Bauer Air Compressor Maintenance and Repair Services

1.0 Purpose

The purpose of this contract is to procure preventive and emergency repair maintenance services for two (2) Bauer air compressors used by the City of Austin Fire Department's (AFD) Air Shop Logistics Division to fill carbon wrapped cylinders and aluminum dive bottles. These compressors are identified as: (1.) Bauer Unicus III serial number: F/1554/05 and (2.) Bauer Unicus III Block serial number: 11P20024/07. There are two levels of service required: Preventive Maintenance (annually and based on hours of use) and Emergency Repair Maintenance.

2.0 Background

2.1 **About the Austin Fire Department**

"Our Mission Goes Beyond Our Name" is the cornerstone of AFD. Known as a leader in fire service, AFD is on the cutting edge of technology and training. AFD protects lives and property through extensive fire prevention and safety education efforts, additionally providing quick and effective emergency response. AFD continually strives to be the best fire department in the country.

2.2 **Project Background**

The Bauer air compressors are used to refill air cylinders used by firefighting staff and public safety divisions (such as Austin Police Department's Dive Rescue, Bomb Squad and Narcotics units, as well as the Austin/Travis County Emergency Medical Special Operations Teams). The compressors require regularly scheduled preventive maintenance and emergency repair maintenance (as needed), to be performed by trained and certified technicians.

3.0 Contractor Qualifications/Requirements

3.1 Contractor's Qualifications

3.1.1 Contractor shall operate an authorized Bauer service facility with a minimum of two (2) repair technicians that can alternate coverage, so that at least one (1) repair technician is available at all times to respond to emergency calls.

3.1.2 Repair technicians shall be trained and certified for the repair of Bauer equipment, including the compressors identified herein.

3.1.2.1 Certifications of technicians responding to AFD requests shall be provided upon contract award, upon any staff changes, at the Annual Business Review and at other times within two (2) business days following AFD's request.

3.1.3 The Contractor shall not subcontract out any portion of the work of this contract after the contract award date, unless this information is submitted with their original offer.

3.2 Contractor's Responsibilities

3.2.1 Annual Preventive Maintenance Service Level:

3.2.1.1 Contractor and AFD's employee designated as the point of contact with the Contractor (Contract Manager) shall agree in writing (email acceptable) to an annual preventive maintenance schedule within five (5) business days after contract award and within five (5) business days following each anniversary date of contract award.

3.2.1.2 Contractor shall complete the preventative maintenance activities within five (5) business days of the scheduled start date.

3.2.1.3 Before any work is performed following scheduled preventative maintenance, a quote for such work that clearly distinguishes the cost of parts and labor shall be provided in writing (e-mail acceptable) to Contract Manager for written approval.

3.2.1.3.1 Quote shall be submitted to Contract Manager within one (1) business day from the initial request

3.2.1.3.2 Contract Manager will approve or deny the quote in writing within one (1) business day of receipt from Contractor.

3.2.1.4 Annual Preventive Maintenance shall include a minimum of the following tasks :

3.2.1.4.1 Inspect compressors for loose nuts, bolts and other fasteners.

3.2.1.4.2 Check compressors for proper running operation to determine if units are in good mechanical repair. Check specifically for oil and air leaks, unusual noises and excessive vibrations.

3.2.1.4.3 Check relief valve for leaks and repair as needed.

3.2.1.4.4 Check moisture drains for proper operation.

3.2.1.4.5 Check pressure on/off.

3.2.1.4.6 Check separator.

3.2.1.4.7 Inspect fill stand valves, gauges and tube lines for dirt, moisture and proper functions.

3.2.1.4.8 Inspect cascade systems for proper function, dirt and moisture.

3.2.2 Hours of Use Preventive Maintenance Service Level:

3.2.2.1 AFD will submit a request for Hours of Use Preventive Maintenance to Contractor via phone call or email.

3.2.2.2 Contractor shall acknowledge receipt of request within one (1) business day via phone call or email.

3.2.2.3 Requested maintenance shall be completed by Contractor within

five (5) business days of AFD's request.

3.2.2.4 Before any work is performed following preventative maintenance, a quote for such work that clearly distinguishes the cost of parts and labor shall be provided in writing (e-mail acceptable) to Contract Manager for written approval.

3.2.2.4.1 Quote shall be submitted to Contract Manager within one (1) business day from initial request.

3.2.2.4.2 Contract Manager will approve or deny the quote within one (1) business day of receipt from Contractor.

3.2.2.5 Maintenance based on Hours of Use shall include:

3.2.2.5.1 250 Hours: Check tooth belt of oil pump drive.

3.2.2.5.2 750 Hours: Dismantle valve, clean, check and replace if needed.

3.2.2.5.3 1000 Hours: Clean all sintered metal filter elements.

3.2.2.5.4 2000 Hours – Replace valves.

3.2.3 Emergency Repair Maintenance Service Level:

3.2.3.1 AFD will submit a request for Repair Maintenance via phone call or electronic request system to the Contractor's dispatch system. That system shall meet the following minimum requirements:

3.2.3.1.1 The after-hours number or electronic request system shall be answered 24 hours a day, 7 days a week for 365 days of the year,

3.2.3.1.2 The after-hours number and/or electronic request system shall be provided at the time of contract award and within 24 hours of any changes to the contact information,

3.2.3.1.3 A record of the incoming call information (the time, the requestor's name and call back information) shall be kept for one (1) year from the date of service.

3.2.3.1.4 A record of the dispatch call information (the time and the technician dispatched) shall be kept for one (1) year from the date of service.

3.2.3.2 Contractor shall acknowledge all service requests from AFD via phone call within one (1) hour.

3.2.3.3 Contractor shall arrive at the AFD Air Shop location within six (6) hours after request for repair has been received from AFD.

3.2.3.4 Before emergency repair work is performed, a quote for such work that clearly distinguishes the cost of parts and labor shall be provided in writing (e-mail acceptable) to Contract Manager for written approval.

3.2.3.4.1 Quote shall be submitted to Contract Manager within

one (1) hour after trouble has been diagnosed.

3.2.3.4.2 Contract Manager will approve or deny the quote within one (1) hour.

3.2.4 AFD reserves the right to add or delete Bauer equipment under this contract.

3.2.4.1 AFD will notify Contractor of intent to add equipment thirty (30) days prior to AFD's acquisition.

3.2.4.2 Contractor shall provide technician certifications to AFD following receipt of AFD's notice of equipment acquisition, and at least five (5) business days prior to AFD's acquisition date.

3.2.5 Contractor shall only use parts that are new Original Equipment Manufacturer (OEM), unused, and meet all applicable OEM standards.

3.2.6 Contractor shall disclose warranty terms in writing and shall agree to warranty all completed repairs.

3.2.7 Uptime: Contractor shall maintain the compressors to ensure that each achieve an uptime rating of 98% or better.

3.2.8 Reports

3.2.8.1 Contractor shall have all work signed off by the Contract Manager or designee, upon completion via a work order listing all tasks completed. The work order slips shall be submitted by the Contractor with each invoice for payment.

3.2.8.2 Contractor shall provide quarterly reports, one report for each compressor, in Excel format that provides the following information:

- Date of service
- Reason for call
- Action(s) performed
- Time spent on premises
- Invoice amount

3.2.9 Annual Business Review: The Contractor shall, through the Contract Manager, coordinate a meeting to include the Contract Manager, representatives from AFD Purchasing, AFD Contract Compliance and AFD Accounts Payable. The meeting shall be conducted either via teleconference or in person to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance. This meeting shall occur within 60 calendar days before the annual contract anniversary.

3.2.10 Sustainability: The City of Austin is dedicated to the sustainability of resources and the reduction of the community carbon footprint. In order to maintain efforts in the area of sustainability, the Contractor shall share any

knowledge with the Contract Manager through the term of this contract in relation to any of the following objectives:

3.2.10.1 Conserve natural resources including water, energy, and raw materials throughout the product life cycle

3.2.10.2 Minimize environmental impacts such as water and air pollution during usage.

3.2.10.3 Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment

3.2.10.4 Support up-cycling and recycling efforts as well as utilize products with high recycled content

3.2.10.5 Encourage vendors to reduce environmental impacts in their production and distribution systems

3.2.10.6 Support worker health, safety, and fair wages

3.2.10.7 Consider total cost of ownership during the products useful life, including operation, supplies, maintenance, and disposal cost

4.0 **Deliverables/Milestones**

#	Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
1	Annual Preventive Maintenance Schedule	Schedule for annual maintenance activities is agreed to both parties.	Within 5 business days of contract award and anniversary date	100% compliance	3.2.1.1
2	Annual Preventive Maintenance Completion time.	Contractor shall complete the preventative maintenance activities.	Within five (5) business days of the scheduled date.	100% compliance	3.2.1.2
3	Quotes for additional work to Annual Preventive Maintenance	Before additional work is performed, a quote that clearly distinguishes the cost of parts and labor shall be provided in writing to Contract Manager for written approval.	Quote shall be submitted to Contract Manager within one (1) business day of request. Contract Manager will approve or deny the quote within one (1) business day	100% compliance	3.2.1.3

4	Annual Preventive Maintenance Completion.	Annual Preventive Maintenance is performed correctly.	At the end of every maintenance activity	100% compliance	3.2.1.4
5	Hourly Preventive Maintenance Request Acknowledgement	Requests for hourly preventive maintenance are acknowledged via phone or email.	Within one (1) business day of request.	100% compliance	3.2.2.2
6	Hourly Preventive Maintenance Completion Time	Contractor shall complete the preventative maintenance activities.	Within five (5) business days of the scheduled date.	100% compliance	3.2.2.3
7	Quotes for additional work to Hourly Preventive Maintenance	Before additional work is performed, a quote that clearly distinguishes the cost of parts and labor shall be provided in writing to Contract Manager for written approval.	Quote shall be submitted to Contract Manager within one (1) business day. Contract Manager will approve or deny the quote within one (1) business day	100% compliance	3.2.2.4
8	Hourly Preventive Maintenance Completion	Hourly Preventive Maintenance is performed correctly.	At the end of every maintenance activity	100% compliance	3.2.2.5
9	Emergency Repair Maintenance Request Acknowledgement	Requests for repair maintenance are acknowledged via phone or email.	Within one (1) hour of request.	100% compliance	3.2.3.2
10	Emergency Repair Maintenance Arrival Time	Contractor shall arrive at the AFD Air Shop location.	Within six (6) hours after request for repair has been submitted	100% compliance	3.2.3.3
11	Quotes for Emergency Repair Maintenance	Before work is performed, a quote that clearly distinguishes the cost of parts and labor shall be provided in writing to Contract Manager for written approval.	Quote shall be submitted to Contract Manager within one (1) hour. Contract Manager will approve or deny the quote within one (1) hour.	100% compliance	3.2.3.4
12	Authorized Bauer service facility	Contractor shall operate an authorized Bauer service facility.	Annual review	100% compliance	3.1.1
13	Certified technicians	Repair technicians shall be trained and certified Bauer technicians.	Annual review	100% compliance	3.1.2
14	Presentation of certificates for technicians	Certifications of technicians responding to AFD shall be provided at the start of the contract, upon any staff changes, at	Annual and As needed	100% compliance	3.1.2.1

		the Annual Business Review and within two (2) business days at any time requested by AFD.			
15	Presentation of certificates for technicians for new equipment	Contractor shall provide technician certifications.	At least five (5) days prior to acquisition of new equipment	100% compliance	3.2.4.2
16	OEM Parts	Contractor shall only use parts that are new Original Equipment Manufacturer (OEM), unused, and meet all applicable OEM standards	At the end of every maintenance activity.	100% compliance	3.2.5
17	Warranty	Contractor shall disclose warranty terms in writing and shall agree to warranty all completed repairs	At the end of every maintenance activity.	100% compliance	3.2.6
18	Uptime	Contractor will maintain both machines to ensure each obtain an uptime rating of 98% or better.	Monthly computation by AFD of hours available and hours needed.	100% compliance	3.2.7
19	Sustainability	Contractor shall inform Contract Manager of alternative products or manufacturers that would help to meet the City's sustainable purchasing objectives.	Annual meeting	100% compliance	3.2.10
20	Reports	Contractor shall provide quarterly reports in Excel format	Quarterly	100% compliance	3.2.8
21	Annual Business Report Meeting	Annual meeting held within 45 business days of the anniversary of the start of the contract.	Within 60 calendar days of contract anniversary	100% on time delivery	3.2.9