

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

SOLICITATION NO: SMW0118

COMMODITY/SERVICE DESCRIPTION: Agreement for the Purchase of Bulk Motor Fuels and Fuel-Related Products & Services

DATE ISSUED: October 22, 2012

REQUISITION NO.: RQM-7800-12082400520

MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: November 7, 2012 at 2:30 PM

COMMODITY CODES: 40502, 40503, 40507, 40509, 40515, 40538, 92844, 96286

LOCATION: Austin City Hall, Council Chambers, 301 West 2nd Street, Austin, TX 78701

Webcast URL : <http://ci.austin.tx.us/webcast.htm>

***Attendance via Web will meet mandatory attendance requirement. Respondents not attending in person or via web will not be considered for award**

Please note: The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Meeting locations are planned with wheelchair access. If requiring Sign Language Interpreters or alternative formats, please give notice at least 4 days before the meeting date to the contact person for this solicitation.

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Shawn M. Willett
Supervising Senior Buyer
Phone: (512) 505-7351

PROPOSAL DUE PRIOR TO: 2:00 PM on November 29, 2012

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: 2:00 PM on November 29, 2012

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL MARKED AS "ORIGINAL", 10 SIGNED COPIES MARKED AS "COPIES" AND 1 CD OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company

Name:

Address:

City, State, Zip Code

Phone No. (____) _____

Fax No. (____) _____

Email

Address:

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Proposal
- Section 0605 Local Business Presence Identification Form
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Proposal Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 180 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.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions 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 at the address or phone number indicated on page 1 of this Offer Sheet. 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.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

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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 no later than 5:00 pm on November 21, 2012 either via Fax at (512) 322-6490 or email at shawn.willett@austinenergy.com.

2. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate proposal responses will be considered. In the event that a Proposer provides more than one response, each response will be separately packaged, identified as primary or as alternate and all proposals will be due at the date, time and place listed in the solicitation documents.

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

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

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

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

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

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.

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- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$5,000,000 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 (X,C,U)
 - (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 \$5,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

- iv. Environmental Impairment Liability Insurance. The Contractor shall provide coverage with a minimum limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs. The Pollution Liability policy will be endorsed to extend coverage for locations that would be

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deemed to be Non-Owned Disposal Sites for the City of Austin. The City of Austin will be endorsed as an additional insured to this policy without a limitation of coverage for your negligence. It is the obligation to provide this coverage to the City of Austin for perpetuity.

- 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 24 months and may be extended thereafter for up to four (4) additional twelve (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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24-MONTH CONTRACT

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

5. **PRE-AWARD**

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Proposer being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Proposer has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). Proposers, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Cost Proposal. The Proposer 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 Proposer is responsible, the City reserves the right to review the Proposer's plan to comply with the requirement to make "Code Red" deliveries within four (4) hours. Proposers 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 Cost Proposal.

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, has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or

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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 based on prior usage. Actual quantities required for the period of the Contract are unknown. However, the initial annual estimated expenditure for the City is \$18,647,500.00 with annual increases of 20% per year thereafter. 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. Interested Party expenditures are not calculated above; however, the Contractor should consider as part of their proposal the resources necessary to handle the total fuel and fuel-related products volume that may be utilized on the Contract.

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

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include a unique Purchase or Delivery Order Number, Contractor's business name, "remit to" name and address, and if applicable, taxpayer identification number on the invoice and all information 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.

For all motor fuels, including Unleaded, E-85, Diesel, Biodiesel, and HD-5 Propane fuels, the following will be provided on each invoice in the order presented:

- (1) Contract Number and Purchase or Delivery Order Number
- (2) Fuel pricing information for each fuel delivered, including:
 - (a) Date of delivery
 - (b) Fuel type
 - (c) Gallons delivered
 - (d) OPIS or other Benchmark Price per gallon
 - (e) Contract Market Differential per gallon
 - (f) Total Fuel Cost
- (3) Additive pricing information for each additive utilized, including:
 - (a) Additive brand name
 - (b) Fuel type (to which the additive was added)
 - (c) Gallons delivered (of Fuel type)
 - (d) Treat rate and amount of additive delivered
 - (e) Additive contract price per gallon
 - (f) Total Additive Cost
- (4) Transportation pricing, including:
 - (a) Type of transportation provided (e.g., bobtail or transport)
 - (b) Base contract transportation costs

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- (c) Any applicable special contract costs
- (5) Any applicable credits, taxes and/or fees
- (6) Total Cost for Invoice

For Diesel Exhaust Fluid (DEF), the following will be provided on each invoice in the order presented:

- (1) Contract Number and Purchase or Delivery Order Number
- (2) Pricing information for each DEF delivered, including:
 - (a) Date of delivery
 - (b) Gallons delivered
 - (c) Contract Price per gallon
 - (d) Total Cost
- (3) Any applicable credits, taxes or fees
- (4) Total Cost for Invoice

For Fuel Management Services provided, the following will be provided on each invoice in the order presented:

- (1) Contract Number and Purchase or Delivery Order Number
- (2) Pricing information for services provided, including:
 - (a) Description of services
 - (b) Date of services delivery
 - (c) Units delivered
 - (d) Contract Price per unit
 - (e) Total Cost
- (3) Any applicable taxes or fees
- (4) Total Cost for Invoice

- 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. Within ten (10) business days after contract execution, the Contractor shall meet with the City's Fleet Services Accounts Payable group to review invoicing, billing formats and other requirements. The Contractor's invoices shall be completed and forwarded electronically to the Fleet Fuel Operations group, at fleetsfueloperations@austintexas.gov, within 48 hours after delivery is complete. This requirement is necessary for inventory control purposes.
- D. The Contractor agrees to accept payment by check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract.

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- E. A monthly statement, in Microsoft Excel format, listing all invoices for the month and a separate statement listing any open, unpaid invoices shall be provided to the Fleet Services Accounts Payable group within three (3) days after the last day of the month. These statements will be used to confirm that purchase orders are correct, orders placed were delivered, that invoices for deliveries were received, and that timely payments are issued to the Contractor. Statements shall also be forwarded electronically to the Fleet Fuel Operations group at fleetfueloperations@austintexas.gov.
- F. Final invoices at the end of the Contract must be received by Fleet Fuel Operations via email at fleetfueloperations@austintexas.gov, within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

9. LIVING WAGES AND BENEFITS

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a “living wage” and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, 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. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers’ Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits 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 \$11.00 per hour and are offered a health care plan. 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.
- D. 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). Basic employment records shall at a minimum include:
 - i. employee’s full name, as used for social security purposes, and on the same record, the employee’s identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee’s workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee’s wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee’s wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.

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- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. 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 identified in paragraph D above to verify compliance with this provision.

10. **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 Contract name and number, 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 Letter 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 property shall be attached to the affidavit and shall be updated during the life of the Contract.

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Contractor's personnel will be required to wear the company/employer-issued photo ID badge at all times while on the City's property. Failure to wear or produce the ID badge may be cause for removal of an individual from the City's property, without regard to Contractor's schedule.

- E. 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 at all times while on the City's property.
- F. 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).

11. ACCESS TO CITY FACILITIES

- A. Access to any City property by the Contractor's personnel will be strictly controlled at all times by the City.
- B. Contractor's personnel will be required to check in with the Service Writer at Fleet facilities, or appropriate facility personnel at other City facilities, when entering or leaving all City facilities. Failure to do so may be cause for removal of Contractor's personnel from the property, 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 Contractor's personnel are kept fully informed and updated as to these requirements.

12. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT (reference paragraph 18 in Section 0300)

- 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

13. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 month period 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 subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

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- (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products or services. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the most current versions of the following Indices:
 - (a) Fuel Management and Other Services – State and Area Employment Hours, and Earnings, Series ID: SMU48124299500000002, Not Seasonally Adjusted, State: TX, Area: Austin-Round Rock-San Marcos, TX, Supersector: Total Private, Industry: Total Private, Data Type: Average Weekly Hours of All Employees.
 - (b) Transportation Services - Series ID: PCU4842204842203, Industry: Other Specialized Trucking, Local, Product: Specialized Freight (Except Used Goods) Trucking, Local, Base Date: 199306.
 - (c) DEF - Series ID: PCU325998325998E, Industry: Other Miscellaneous Chemical Product Mfg., Product: Automotive Chemicals, Base Date: 200312.
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager 60 calendar days prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 60 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the Contract.
 - iii. The proposed percentage change between the current Contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase 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 increased as a result of the increase in any one or more line items made pursuant to this provision.
 - iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.

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- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 60 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the Contractor, or terminate the Contract.

14. **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.

15. **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 from the Secondary Contractor, or on the open market, and charge the Contractor the difference between the Contract price and the purchase price (see also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

16. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Statement of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

17. **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:

Alan Fish, Contract Compliance Specialist – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1532 or Email: alan.fish@austintexas.gov

- B. The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of Section 0600; and therefore, contact with the Contract Manager is prohibited during the No-Contact Period.

**City of Austin
Purchasing Office**

**Local Business Presence Identification Form
Request for Proposal SMW0118**

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).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

City of Austin
Purchasing Office
Local Business Presence Identification Form
Request for Proposal SMW0118

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: Request for Proposal SMW0118

PROJECT NAME: Agreement for the Purchase of Bulk Motor Fuels and Fuel-Related Products & Services

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established 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, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, 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: Request for Proposal SMW0118
PROJECT NAME: Agreement for the Purchase of Bulk Motor Fuels and Fuel-Related Products & Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		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/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/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/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/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 _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: Request for Proposal SMW0118

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 40502; 40509;
40507; 92844; 40503; 05500; 96286;
40515

DESCRIPTION: Alternative fuels; fuel oil, diesel; fuel additives, extenders, octane enhancers, etc; fuel system maintenance & repairs; butane & propane; automotive accessories; transportation of goods, freight; gasoline, automotive

- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title