



Amendment No. 3
of
Contract No. NA120000117
For
Vehicle Cleaning and Washing Services
between
H2O Car Express, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective May 23, 2017 to May 22, 2018. Zero option remains.
- 2.0 The total contract amount is increased by \$268,739.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 05/23/2012 – 05/22/2015	\$393,120.00	\$393,120.00
Amendment No.1: Option 1 05/23/2015 – 05/22/2016	\$186,624.00	\$579,744.00
Amendment No.2: Option 2 05/23/2016 – 05/22/2017	\$223,949.00	\$803,693.00
Amendment No.3: Option 3 05/23/2017 – 05/22/2018	\$268,739.00	\$1,072,432.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed Name: *Pat Leonard*
Authorized Representative

Signature & Date:

Linell Goodin-Brown
Linell Goodin-Brown
Contract Management Supervisor II
City of Austin Purchasing Office

H2O Car Express, LLC
4515 Manchaca Road #206
Austin, TX 78745
corporate@geniecw.com
512-327-7600



Amendment No. 2
of
Contract No. NA120000117
For
Vehicle Cleaning and Washing Services
between
H2O Car Express, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective May 23, 2016 to May 22, 2017. One option remains.
- 2.0 The total contract amount is increased by \$223,949.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 05/23/2012 – 05/22/2015	\$393,120.00	\$393,120.00
Amendment No.1: Option 1 05/23/2015 – 05/22/2016	\$186,624.00	\$579,744.00
Amendment No.2: Option 2 05/23/2016 – 05/22/2017	\$223,949.00	\$803,693.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Ahane 4/7/16
Printed Name: Avery Lane
Authorized Representative

Signature & Date: Linell Goodin-Brown
Printed Name: Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin Purchasing Office
5-5-16

H2O Car Express, LLC
4515 Manchaca Road #206
Austin, TX 78745



Amendment No. 1
of
Contract No. NA120000117
For
Vehicle Cleaning and Washing Services
between
H2O Car Express, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective May 23, 2015 the term for the extension option will be May 23, 2015 to May 22, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$186,624.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 05/23/2012 – 05/22/2015	\$393,120.00	\$393,120.00
Amendment No.1: Option 1 05/23/2015 – 05/22/2016	\$186,624.00	\$579,744.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed Name:

Authorized Representative

Genie Car Wash
Head of Operations

Signature & Date:

Debbie DePaul 5/20/15
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Department

H2O Car Express, LLC
4515 Manchaca Road #206
Austin, TX 78745



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

May 21, 2012

H2O Car Express, LLC
4515 Manchaca Road #206
Austin, TX 78745
ATTN: Pat Leonard

Dear Mr. Leonard:

The Austin City Council has approved the execution of a contract with your company for Vehicle Cleaning and Washing Services for the Fleet Services Department.

Responsible Department:	Fleet Services Department
Department Contact Person:	Hazel Black
Department Contact Email Address:	hazel.black@austintexas.gov
Department Contact Telephone:	(512) 972-1751
Project Name:	Vehicle Cleaning and Washing Services
Contractor Name:	H2O Car Express, LLC
Contract Number:	NA120000117
Initial Contract Amount:	\$393,120
Contract Period:	5/23/2012 – 5/22/2015
Extension Options:	Three (3) twelve (12) month extension options
Extension Option Amounts:	\$186,624, \$223,949 and \$268,739 respectively
Requisition Number:	7800-11120800117
Solicitation Number:	SSC0205
Agenda Item Number:	41
Council Approval Date:	4/26/2012

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sydney Ceder
Senior Buyer
Purchasing Office
Financial and Administrative Services Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
H2O Car Express, LLC ("Contractor")
for
Vehicle Cleaning & Washing Services
NA120000117**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between H2O Car Express, LLC having offices at 4515 Manchaca Road, Ste. 206, Austin, TX 78745 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SSC0205.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), SSC0205 including all documents incorporated by reference

1.1.3 H2O Car Express, LLC Offer, dated 1/20/2012, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$393,120 for the initial Contract term and \$186,624, \$223,949 and \$268,739 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be

altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of
Authorized Person:

Sydney Ceder

Signature:

Sydney Ceder

Title:

Senior Buyer

Date

5/21/2012

INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

VEHICLE CLEANING AND WASHING SERVICES

IFB No.: SSC0205

Addendum No. 1

Date of Addendum: JANUARY 30, 2012

- 1.0 Lines 1.5, 2.5 and 3.5 are removed from Section 0600, Bid Sheet.
- 2.0 All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: _____

Sydney Ceder
Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____

Bidder

For [Signature]
Authorized Signature

Date

1/29/12

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO. SSC0205

COMMODITY/SERVICE DESCRIPTION: VEHICLE CLEANING AND WASHING SERVICES

DATE ISSUED: JANUARY 9, 2011

REQUISITION NO.: 11120800117

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 92893

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: 2:00 P.M. ON FEBRUARY 1, 2012

COMPLIANCE PLAN DUE PRIOR TO: N/A

Sydney Ceder

Senior Buyer

Phone: (512) 974-2035

BID OPENING TIME AND DATE: 2:15 P.M. ON FEBRUARY 1, 2012

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

LIVE BID OPENING ONLINE:

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

<http://www.ci.austin.tx.us/purchase/bidopenings.htm>

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 AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Pat Leonard Director of Operations
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 1-29-12

Company Name: H2O Car Express LLC

Address: 4515 Manchaca Rd #300

City, State, Zip Code: Austin, Texas, 78745

Phone No. (512) 337-7600

Fax No. (512) 337-7601

Email Address: Corporate@geniecw.com

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0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SCOPE OF WORK	3
0505	DELIVERY LOCATIONS AND POINTS OF CONTACT	1
0600	BID SHEET	2
0700	REFERENCE SHEET	2
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet, 2 Pages
- Section 0600 Bid Sheet(s), 2 Pages
- Section 0700 Reference Sheet (if required), 2 Pages
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections), 8 Pages
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, 2 Pages
- Bid Guaranty (if required), N/A

**** 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 90 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.ci.austin.tx.us/purchase/standard.htm>

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 <https://www.cityofaustin.org/purchase> and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
BID SHEET FOR VEHICLE CLEANING AND WASHING SERVICES**

Solicitation No.: IFB SSC0205

Special Instructions:

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The City reserves the right to award this contract per zone or all to one vendor.

The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide to historical usage. Actual purchases may vary.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

SECTION 1:

ZONE 1 (North): Portion of the City from the Highway 290 East / FM 2222 north to the Travis / Williamson County line

#	DESCRIPTION	PRICE PER UNIT	EST. QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
1.0	Cleaning and Washing of Cars, Light Trucks and Vans				
1.1	Cost per Car	\$6.29	1200	EA	\$7,548.00
1.2	Cost per Light Truck	\$6.29	600	EA	\$3,774.00
1.3	Cost per Van	\$6.29	600	EA	\$3,774.00
1.4	Special Cleaning - Cost per Police Patrol Sedan	\$85.00	130	EA	\$11,050.00
				Sub-Total	\$26,146.00

ZONE 1 Facility Information:

1.5	Vendor will provide: Manual Washer (circle one)	<input checked="" type="radio"/> YES / <input type="radio"/> NO	
1.6	Vendor will provide: Automatic Washer (circle one)	<input checked="" type="radio"/> YES / <input type="radio"/> NO	
1.7	Street address of facility offered for ZONE 1: 7320 Burnet Rd. (street)	78757 (zip code)	
1.8	List Days and Hours of Operation: Monday-Saturday Sunday (days of week)	8am-6pm 9am-5pm (daily hours)	

SECTION 2:

ZONE 2 (Midtown): Portion of the City from the Colorado River north to Highway 290 East / FM 2222.

#	DESCRIPTION	PRICE PER UNIT	EST. QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
2.0	Cleaning and Washing of Cars, Light Trucks and Vans				
2.1	Cost per Car	\$6.29	1200	EA	\$7,548.00
2.2	Cost per Light Truck	\$6.29	600	EA	\$3,774.00
2.3	Cost per Van	\$6.29	600	EA	\$3,774.00
2.4	Special Cleaning - Cost per Police Patrol Sedan	\$85.00	130	EA	\$11,050.00
				Sub-Total	\$26,146.00

**CITY OF AUSTIN
PURCHASING OFFICE
BID SHEET FOR VEHICLE CLEANING AND WASHING SERVICES**

ZONE 2 Facility Information:	
2.5	Vendor will provide: Manual Washer (circle one) <u>YES</u> / NO
2.6	Vendor will provide: Automatic Washer (circle one) <u>YES</u> / NO
2.7	Street address of facility offered for ZONE 1: 1311 South Lamar Blvd. 78704 (street) (zip code)
2.8	List Days and Hours of Operation: Monday-Saturday 8am-6pm Sunday 9am-5pm (days of week) (daily hours)

SECTION 3:

ZONE 3 (South): Portion of the City south of the Colorado River to the Travis / Hays County line.

#	DESCRIPTION	PRICE PER UNIT	EST. QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
3.0	Cleaning and Washing of Cars, Light Trucks and Vans				
3.1	Cost per Car	\$6.29	1200	EA	\$7,548.00
3.2	Cost per Light Truck	\$6.29	600	EA	\$3,774.00
3.3	Cost per Van	\$6.29	600	EA	\$3,774.00
3.4	Special Cleaning - Cost per Police Patrol Sedan	\$85.00	130	EA	\$11,050.00
				Sub-Total	\$26,146.00

ZONE 3 Facility Information:	
3.5	Vendor will provide: Manual Washer (circle one) <u>YES</u> / NO
3.6	Vendor will provide: Automatic Washer (circle one) <u>YES</u> / NO
3.7	Street address of facility offered for ZONE 1: 1021 W. William Cannon 78745 (street) (zip code)
3.8	List Days and Hours of Operation: Monday-Saturday 8am-6pm Sunday 9am-5pm (days of week) (daily hours)
TOTAL	
\$78,438.00	

BIDDER MUST SUBMIT TWO (2) PRINTED COPIES OF ITS SIGNED BID - one original and one copy.
ALL PAGES OF THE BID SHEET MUST BE RETURNED OR THE BID MAY BE DISQUALIFIED.

COMPANY NAME: H2O Car Express, LLC.

SIGNATURE OF AUTHORIZED REPRESENTATIVE 

PRINTED NAME: Pat Leonard

EMAIL ADDRESS: Corporate@geniebw.com

PHONE NUMBER: (512) 327-7600

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name	<input type="text" value="City of Austin Fleet Services"/>		
Name of Contact	<input type="text" value="Hazel Black"/>	Contact Title	<input type="text" value="Contract Compliance Specialist"/>
Present Address	<input type="text" value="1190 Hargrave Street"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78702"/>
Telephone Number	<input type="text" value="(512) 974-1751"/>	FAX Number	<input type="text" value="(512) 974-9170"/>
Email Address	<input type="text" value="fleetcompliance@austintexas.gov"/>		

Company's Name	<input type="text" value="Comfort Care Services"/>		
Name of Contact	<input type="text" value="James"/>	Contact Title	<input type="text" value="Supervisor"/>
Present Address	<input type="text"/>		
City	<input type="text" value="San Antonio"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text"/>
Telephone Number	<input type="text" value="(210) 264-2762"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text" value="B & K Distributing"/>		
Name of Contact	<input type="text" value="Kay Jordy"/>	Contact Title	<input type="text" value="Owner"/>
Present Address	<input type="text" value="401 Westfall Trail"/>		
City	<input type="text" value="Liberty Hill"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78642"/>
Telephone Number	<input type="text" value="(512) 515-5818"/>	FAX Number	<input type="text" value="(512) 515-5891"/>
Email Address	<input type="text"/>		

Company's Name	Austin American Statesman		
Name of Contact		Contact Title	
Present Address	P.O.Box 1231		
City	San Antonio	State	Texas Zip Code 78294
Telephone Number	(512) 445-3517	FAX Number	
Email Address	statesman.com		

Company's Name	Zep Sales & Services		
Name of Contact	Neville Fleming	Contact Title	Distributor
Present Address	P.O.Box 841508		
City	Dallas	State	Texas Zip Code 75284
Telephone Number	(972) 228-3388	FAX Number	
Email Address			

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **SSC0205**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below.

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27 day of January, 2012.

CONTRACTOR

H2O Car Express, LLC.

Authorized Signature

Title

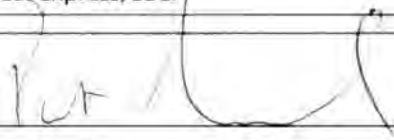
Director of Operations

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SSC0205

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	H2O Car Express, LLC		
Signature of Officer or Authorized Representative:		Date:	1/29/2012
Printed Name:	Pat Leonard		
Title:	Director of Operations		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SSC0205
FOR

Vehicle Cleaning and Washing Services

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror,
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

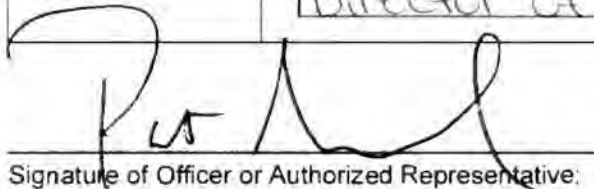
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

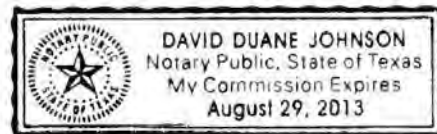
Offeror's
Explanation:

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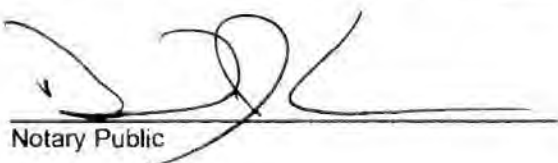
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	H2O Car Express LLC.
Printed Name:	Pat Leonard
Title:	Director of Operations


Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 1st day of Feb., 2012.


Notary Public

My Commission Expires Aug. 29, 2013

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. SSC0205

Pursuant to the Living Wages and Benefits 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 \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:


- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	Philip Rickman	General Manager
Delete		
Add	Marcus Howard	Assistant Manager
Delete		
Add	Clayton Hinkley	General Manager
Delete		
Add	Jorge Garza	Assistant Manager
Delete		
Add	Steven Rickman	General Manager
Delete		
Add	Terrance Cleveland	Assistant Managre
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) 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 employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	H2O Car Express, LLC.		
Signature of Officer or Authorized Representative:		Date:	1/29/12
Printed Name:	Pat Leonard		
Title:	Director of Operations		

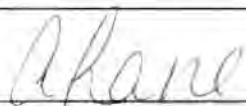
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	
Description of Services:	Vehicle Cleaning and Washing Services
Contractor Name:	H2O Car Express, LLC.

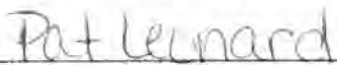
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Office Manager		
Signature of Employee:		Date:	1/29/2012
Employee's Printed Name:	Avery Lane		


(Witness Signature)



(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SSC0205

- 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"?

- ☒ Texas Resident Bidder - A Bidder whose principal 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.
- ☐ Non-resident Bidder

Bidder's Name:	H2O Car Express, LLC.		
Signature of Officer or Authorized Representative:		Date:	1-24-12
Printed Name:	Pat Leonard		
Title:	Director of Operations		

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

SOLICITATION NUMBER: SSC0205

PROJECT NAME: VEHICLE CLEANING AND WASHING 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 X 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.

H2O Car Express LLC
Company Name

Pat Leonard Director of Operations
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

1/29/2012
Date

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

SOLICITATION NUMBER: SSC0205

PROJECT NAME: VEHICLE CLEANING AND WASHING SERVICES

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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?

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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.

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H2O Car Express LLC
Company Name

Pat Leonard Director of Operations
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

1-29-2012
Date

INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

VEHICLE CLEANING AND WASHING SERVICES

IFB No.: SSC0205

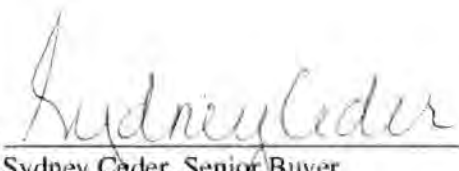
Addendum No. 2

Date of Addendum: FEBRUARY 1, 2012

- 1.0 The bid due date and time for the above referenced Invitation for Bid have been **changed to February 8, 2012 at 2:00 p.m.**
- 2.0 All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: _____


Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____

Bidder

Authorized Signature

Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

VEHICLE CLEANING AND WASHING SERVICES

IFB No.: SSC0205

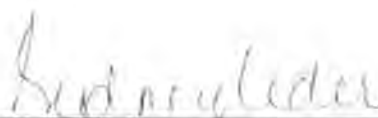
Addendum No. 1

Date of Addendum: JANUARY 30, 2012

1.0 Lines 1.5, 2.5 and 3.5 are **removed** from Section 0600, Bid Sheet.

2.0 All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: 
Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: SSC0205

COMMODITY/SERVICE DESCRIPTION: VEHICLE CLEANING AND WASHING SERVICES

DATE ISSUED: JANUARY 9, 2011

REQUISITION NO.: 11120800117

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 92893

LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 2:00 P.M. ON FEBRUARY 1, 2012

Sydney Ceder
Senior Buyer

COMPLIANCE PLAN DUE PRIOR TO: N/A

Phone: (512) 974-2035

BID OPENING TIME AND DATE: 2:15 P.M. ON FEBRUARY 1, 2012

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

LIVE BID OPENING ONLINE:

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

<http://www.ci.austin.tx.us/purchase/bidopenings.htm>

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 AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

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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0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
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0500	SCOPE OF WORK	3
0505	DELIVERY LOCATIONS AND POINTS OF CONTACT	1
0600	BID SHEET	2
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0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet, 2 Pages
- Section 0600 Bid Sheet(s), 2 Pages
- Section 0700 Reference Sheet (if required), 2 Pages
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections), 8 Pages
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, 2 Pages
- Bid Guaranty (if required), N/A

**** 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 90 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.ci.austin.tx.us/purchase/standard.htm>.

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 <https://www.cityofaustin.org/purchase> and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
VEHICLE CLEANING AND WASHING SERVICES**

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 at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, sydney.ceder@austintexas.gov.

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 contain the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Insurance Coordinator
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 WC 420304, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
VEHICLE CLEANING AND WASHING SERVICES**

- (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 \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement 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. Garage Liability Coverage. The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
 - (1) The policy shall contain the following endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation
 - (b) Thirty (30) days Notice of Cancellation
 - (c) The City of Austin listed as an additional insured
- v. Property Coverage. The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care,

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
VEHICLE CLEANING AND WASHING SERVICES**

custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.

(1) City of Austin shall be added as loss payee.

- vi. Garagekeepers Liability. The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.

(1) City of Austin shall be added as loss payee.

- 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.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability Section B, i and Business Automobile Liability Insurance, Section B, iii are not required for this solicitation. The Contractor must declare the method of shipment with their Bids.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or 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 Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or 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 36-MONTH CONTRACT

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

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR
VEHICLE CLEANING AND WASHING SERVICES**

4. PRE-AWARD

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

5. POST-AWARD

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor, or the Contractor's Subcontractor, has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

6. QUANTITIES

The quantities listed herein are 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 is \$108,000 not to exceed \$36,000 per zone 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.

7. PICKUP AND / OR DELIVERY REQUIREMENTS

- A. Delivery shall be made as specified in the Statement of Work (Section 0500), Items 3., and 4.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

- A. The City will pay from a monthly statement of account. Invoices shall be provided as back up with each statement. Each invoice shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include, as applicable, the following information: Date of service, unit number, license plate number, the printed name of the City employee receiving services, the signature of the City employee, the description of services, the unit and total prices, the contract number, and the Contractor's business name, "remit to" name and address, and if applicable, taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.

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- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. The Contractor agrees to accept payment by credit card, check, or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- D. Monthly statements with supporting invoices shall be mailed to the below address:

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

- E. Final invoices at the end of the Contract must be received at the Fleet Services Accounts Payable 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. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a" must be included with each shipment under the contract.

10. PRICING REQUIREMENTS

- A. Multiple contract awards may be made between the lowest, responsive and responsible bidder for either the entire contract, the majority of the contract, or select line items as indicated in paragraph 1 of Section 0500.
- B. All Offerors must submit firm fixed pricing on all items that are listed on the Bid sheet.

11. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

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- 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
 - x. Date of payment and the pay period covered by the payment
- 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

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- 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.

12. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

13. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Mail the Purchasing Office Copy of the report to the following address:

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

14. 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

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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:
 - (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. If the Contractor is the manufacturer of the products, a letter so stating must be provided.
 - (3) A copy of the current Index, with the effective date of the Index clearly shown.
 - (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 Buyer in the City's Purchasing Office not less than **60-calendar days** prior to each yearly anniversary date of the Contract. Prices will only be considered for an increase at that time. Once received, the City will have **30-calendar days** to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, the Contractor may either maintain the prices currently in effect or negotiate an acceptable increase with the City, or to 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. 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 **30-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.

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 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. WARRANTY REQUIREMENTS – SERVICES (see Paragraph 22, Section 0300)

The Contractor warrants and represents that all services provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

18. 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.

19. 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:

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SUPPLEMENTAL PURCHASE PROVISIONS
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VEHICLE CLEANING AND WASHING SERVICES

Hazel Black, Contract Compliance Specialist Senior–Fleet Services

1190 Hargrave Street

Austin, TX 78702

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

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

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
VEHICLE CLEANING AND WASHING SERVICES**

1. PURPOSE

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with a one or more vendors able to provide vehicle cleaning and specialized washing services for City of Austin ("City") vehicles. A Contract will be awarded to provide vehicle cleaning and specialized washing services on an as-needed basis as stipulated in this solicitation.
- 1.2 The Contract will be utilized by the Fleet Services Division of the Finance and Administrative Services Department. The City reserves the right to allow other City Departments to utilize the Contract.
- 1.3 A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select line items. The City reserves the right to award this contract per zone or all to one vendor.

2. CONTRACTOR QUALIFICATIONS

- 2.1. The Contractor shall accept payment by credit card, check, or Electronic Funds Transfer ("EFT") for all parts and repair services provided under the Contract, as indicated in the Invoices and Payment Provision in Section 0400. 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.
- 2.2. The Contractor must be an established vendor with facilities regularly engaged in the business of providing vehicle cleaning and specialized washing services for a minimum of three (3) consecutive years within the last five (5) years.
- 2.3. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current suppliers. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.
- 2.4. The Contractor must have an automated car wash facility with adequate space, equipped with supplies and equipment necessary to satisfy the requirements of the contract. The facility must be located within the zone(s) bid in order to qualify for award of the zone(s).

3. CONTRACTOR'S RESPONSIBILITIES FOR VEHICLE CLEANING AND WASHING SERVICES

- 3.1. The Contractor shall provide all labor, equipment, materials, supplies, tools, and supervision required to perform the services described herein. Contractor shall perform all services according to recommended techniques and standards for car washing service operations.
 - 3.1.1 All City departments will be provided with vehicle cleaning and specialized washing services under this contract.
 - 3.1.2 For the purpose of this contract, the City is divided into three (3) zones to allow City employees to take vehicles to a vehicle cleaning facility in close proximity to work locations. These zones are as follows:
 - 3.1.2.1 Zone 1 (North): That portion of the City from Highway 290 East / FM 2222 north to the Travis / Williamson County line.

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
VEHICLE CLEANING AND WASHING SERVICES**

- 3.1.2.2 Zone 2 (Midtown): That portion of the City from the Colorado River north to Highway 290 East / FM 2222.
 - 3.1.2.3 Zone 3 (South): That portion of the City south of the Colorado River to the Travis / Hays County line.
- 3.2. The Contractor shall perform all vehicle cleaning and specialized washing services on the Contractor's premises. City units will be delivered to the Contractor's location(s) by City employees. City employees will remain on site while the service is performed.
- 3.3. The Contractor shall complete an invoice that includes at a minimum: A non-duplicated invoice number, date of service, the vehicle license plate number, the vehicle number (which can be obtained from the City employee's vehicle card), the printed name of the City employee receiving services, the signature of the city employee, description of services, unit price(s) and total price and the Contractor's business name, "remit to" name and address, on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor. A copy of this invoice shall be provided to the City employee and a copy or original submitted as back up with the monthly statement.
- 3.4. Washing of Cars, Light Trucks and Vans
 - 3.4.1 Contractor shall provide complete cleaning and washing services for light vehicles including police patrol sedans, pickup trucks up to 3/4 ton capacity, and service and window vans up to 3/4 ton capacity. Requirements for these vehicles are as follows:
 - 3.4.1.1 Interior cleaning of vehicles shall include, but not be limited to the following: Vacuum cleaning of seats and floor boards, emptying ash trays, cleaning of dash boards, and cleaning of steering wheels and steering columns and door panels with clean damp cloths. Inside surfaces of all windows and interior mirrors are to be cleaned and shall be free of streaks and lint.
 - 3.4.1.2 Exterior cleaning of vehicles shall include, but not be limited to the following: Wash vehicles with soapy water and rinse with clear water. Wheels, tires and lower exterior panels around vehicles will be cleaned. Exterior surfaces of all windows and exterior mirrors are to be cleaned and shall be free of streaks and lint.
 - 3.4.1.3 Vehicles will be completely hand dried after washing.
 - 3.4.1.4 The above services are to be performed within twenty (20) minutes of the arrival of the vehicle at the Contractor's location and Contractor notification of required services.
- 3.5. Special Washing of Police Patrol Sedans and Other Special Cleaning Requirements
 - 3.5.1 Contractor shall provide interior cleaning separately from standard cleaning and washing service. Police Patrol sedans and other vehicles sometimes require interior cleaning in order to remove human body fluids, including vomit, blood, urine, mucous, excrement, and spittle from these units. Requirements for these vehicles are as follows:
 - 3.5.1.1 Interior of vehicle is to be completely cleaned and scrubbed to remove all traces of human body fluids such as blood, urine, vomit, excrement and spittle. Floors, seats, carpeting, interior doors and panes and other fabric covered interior areas must be thoroughly cleaned. All interior plastic, vinyl or metal areas must be

**CITY OF AUSTIN
PURCHASING STATEMENT OF WORK FOR
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completely cleaned and dried. Removal of a patrol sedan's back bench seat may be required to thoroughly clean a vehicle. Interior to be treated with a deodorant or air freshener to remove residual smells. This type of cleaning is required approximately twice monthly.

- 3.5.1.2 The Contractor shall perform the above services within ninety (90) minutes of the arrival of the vehicle at the Contractor's location.
- 3.6 Contractor is not authorized to provide services to City vehicle types not listed on the Bid Sheet. The City is not obligated to pay for such services.
- 3.7 The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City equipment, buildings, and/or property. Any damage shall be repaired at the Contractor's expense.
- 3.8 The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the City employee.
- 3.9 The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).
- 3.10 The Contractor shall submit copies of all documentation related to hazardous waste to both the Fleet Service Center Manager and the City's Occupational Health & Safety Specialist located within Fleet Administration.
- 3.11 The Contractor shall provide a monthly and/or yearly total of all services performed for Fleet Services. The City requires that the report be in an electronic flat file format, such as text file, CSV or Microsoft Excel, that may be sorted or other City-approved format. Once the format has been approved by the City it may not be modified in any way without written approval of the City's Contract Manager. The report shall include at a minimum: invoice number, vehicle license plate number, City vehicle number, quantity, description of services, unit price(s) and total price.

4. DELIVERY REQUIREMENTS

Delivery of services shall be made six (6) days per week a minimum of eight (8) hours per day, normally excluding Sundays and City-recognized legal holidays unless requested by Fleet Services in advance (see paragraph 52 in Section 0300 for City Holidays).

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

Fleet Administration - Contracts & Contract Compliance

Hazel Black, Contract Compliance Specialist (Spec) Sr.
1190 Hargrave Street
Austin, TX 78702

fleetcompliance@austintexas.gov

Main Tel. No.: (512) 974-1751 / Fax No.: (512) 974-9170

Fleet Administration – Safety

Jo-Ann Cowan, Occupational Health and Safety Spec Sr.
1190 Hargrave Street
Austin, TX 78702

Jo-ann.cowan@austintexas.gov

Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549

**CITY OF AUSTIN
PURCHASING OFFICE
BID SHEET FOR VEHICLE CLEANING AND WASHING SERVICES**

Solicitation No.: IFB SSC0205

Special Instructions:

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The City reserves the right to award this contract per zone or all to one vendor.

The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide to historical usage. Actual purchases may vary.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

SECTION 1:

ZONE 1 (North): Portion of the City from the Highway 290 East / FM 2222 north to the Travis / Williamson County line

#	DESCRIPTION	PRICE PER UNIT	EST. QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
1.0	Cleaning and Washing of Cars, Light Trucks and Vans				
1.1	Cost per Car	\$	1200	EA	\$
1.2	Cost per Light Truck	\$	600	EA	\$
1.3	Cost per Van	\$	600	EA	\$
1.4	Special Cleaning - Cost per Police Patrol Sedan	\$	130	EA	\$
				Sub-Total	\$

ZONE 1 Facility Information:

1.5	Vendor will provide: Manual Washer (circle one) YES / NO	
1.6	Vendor will provide: Automatic Washer (circle one) YES / NO	
1.7	Street address of facility offered for ZONE 1: (street) (zip code)	
1.8	List Days and Hours of Operation: (days of week) (daily hours)	

SECTION 2:

ZONE 2 (Midtown): Portion of the City from the Colorado River north to Highway 290 East / FM 2222.

#	DESCRIPTION	PRICE PER UNIT	EST. QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
2.0	Cleaning and Washing of Cars, Light Trucks and Vans				
2.1	Cost per Car	\$	1200	EA	\$
2.2	Cost per Light Truck	\$	600	EA	\$
2.3	Cost per Van	\$	600	EA	\$
2.4	Special Cleaning - Cost per Police Patrol Sedan	\$	130	EA	\$
				Sub-Total	\$

CITY OF AUSTIN PURCHASING OFFICE BID SHEET FOR VEHICLE CLEANING AND WASHING SERVICES					
	ZONE 2 Facility Information:				
2.5	Vendor will provide: Manual Washer (circle one) YES / NO				
2.6	Vendor will provide: Automatic Washer (circle one) YES / NO				
2.7	Street address of facility offered for ZONE 1: (street) (zip code)				
2.8	List Days and Hours of Operation: (days of week) (daily hours)				

#	DESCRIPTION	PRICE PER UNIT	EST. QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
3.0	Cleaning and Washing of Cars, Light Trucks and Vans				
3.1	Cost per Car	\$	1200	EA	\$
3.2	Cost per Light Truck	\$	600	EA	\$
3.3	Cost per Van	\$	600	EA	\$
3.4	Special Cleaning - Cost per Police Patrol Sedan	\$	130	EA	\$
				Sub-Total	\$

3.5	Vendor will provide: Manual Washer (circle one)	YES / NO	
3.6	Vendor will provide: Automatic Washer (circle one)	YES / NO	
3.7	Street address of facility offered for ZONE 1:		
	(street)	(zip code)	
3.8	List Days and Hours of Operation:		
	(days of week)	(daily hours)	

	TOTAL	\$
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COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____ PHONE NUMBER: _____

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

SOLICITATION NO **SSC0205**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 20_____.

CONTRACTOR _____
Authorized Signature _____
Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SSC0205

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SSC0205
FOR

Vehicle Cleaning and Washing Services

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

--

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 20px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 20px;"></div>
Title:	<div style="border: 1px solid black; height: 20px;"></div>

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. SSC0205

Pursuant to the Living Wages and Benefits 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 \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) 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 employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<input type="text"/>		
Signature of Officer or Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="Vehicle Cleaning and Washing Services"/>
Contractor Name:	<input type="text"/>

Pursuant to the Living Wages and Benefits provision of the contract (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 \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SSC0205

- 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"?

- ☐ Texas Resident Bidder - A Bidder whose principal 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.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

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

SOLICITATION NUMBER: SSC0205

PROJECT NAME: VEHICLE CLEANING AND WASHING 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: SSC0205

PROJECT NAME: VEHICLE CLEANING AND WASHING 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:

I have 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: **SSC0205**

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: 92893

DESCRIPTION:Washing, Waxing, Polishing, Steam Cleaning,
Disinfecting

- ☐ 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



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sydney Ceder, Senior Buyer

DATE: January 3, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No. SSC0205
Project Name: Vehicle Cleaning and Washing Services
Commodity: 92893 - Washing, Waxing, Polishing, Steam Cleaning, Disinfecting
Code(s):
Estimated Value: \$108,000/annually with 20% annual increases

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Program, please approve the use of the above goals by completing and returning the below endorsement questions, please call me at 974-2035.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____ % MBE _____ % WBE

b. Subgoals: _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons:

No subcontracting will be allowed. There are several certified vendors who are available to bid this as a prime.

Raymond M. Young, Jr.
Veronica Lara, Director

Date:

January 9, 2012

cc: Lynda Thorpe, Purchasing