



Amendment No. 8
of
Contract No. MA 7800 NA130000153
for
Hydraulic Hose, Parts, and Repair Services
between
Capitol Bearing Service of Austin, Inc.
dba Capitol Bearing & Hydraulics
dba Capitol Hydraulics
dba Capitol Bearing Services
and the
City of Austin

1.0 The City hereby amends the contract as follows:

1.1 The total Contract term is extended 120 days through October 5, 2019. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 08/08/2013-08/07/16	\$443,252.00	\$443,252.00
Amendment No. 1: Name Change 02/24/15	\$0.00	\$443,252.00
Amendment No. 2: Administrative Increase 03/22/16	\$58,000.00	\$501,252.00
Amendment No. 3: Option 1 08/08/2016-08/07/17	\$162,563.00	\$663,815.00
Amendment No. 4: Administrative Increase 05/15/17	\$58,000 .00	\$721,815.00
Amendment No. 5: Option 2 08/08/2017-08/07/18	\$170,591.00	\$892,406.00
Amendment No. 6: Option 3 06/08/2018-06/07/19	\$179,021.00	\$1,071,427.00
Amendment No. 7: Administrative Increase 04/25/19 -JH	\$61,000.00	\$1,132,427.00
Amendment No. 8: Unilateral Holdover 06/07/2019 - 10/05/2019	\$0.00	\$1,132,427.00

2.0 MBE/WBE goals were not established for this contract.

3.0 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.

4.0 All other terms and conditions remain the same.

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

 05/22/19

John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office



Amendment No. 7
of
Contract No. MA 7800 NA130000153
for
Hydraulic Hose, Parts, and Repair Services
between
Capitol Bearing Service of Austin, Inc.
dba Capitol Bearing & Hydraulics
dba Capitol Hydraulics
dba Capitol Bearing Services
and the
City of Austin

1.0 The City hereby amends the contract as follows:

1.1 The total Contract amount is increased by \$61,000. The total Contract authorization is recapped below

Term	Action Amount	Total Contract Amount
Initial Term: 08/08/2013-08/07/16	\$443,252.00	\$443,252.00
Amendment No. 1: Name Change 02/24/15	\$0.00	\$443,252.00
Amendment No. 2: Administrative Increase 03/22/16	\$58,000.00	\$501,252.00
Amendment No. 3: Option 1 08/08/2016-08/07/17	\$162,563.00	\$663,815.00
Amendment No. 4: Administrative Increase 05/15/17	\$58,000 .00	\$721,815.00
Amendment No. 5: Option 2 08/08/2017-08/07/18	\$170,591.00	\$892,406.00
Amendment No. 6: Option 3 06/08/2018-06/07/19	\$179,021.00	\$1,071,427.00
Amendment No. 7: Administrative Increase 04/25/19	\$61,000.00	\$1,132,427.00

2.0 MBE/WBE goals were not established for this contract.

3.0 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.


4.0 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:  5/10/19

Printed Name:

BRIAN J. MEAD
Capitol Bearing Service of Austin, Inc.
764-C Airport Blvd.
Austin, TX 78702

Signature & Date: 

John Hilbun, Contract Mgmt Specialist IV
City of Austin
Purchasing Office

05/13/19



Amendment No. 6
to
Contract No. NA130000153
for
Hydraulic Hose, Parts, and Repair Services
between
Capitol Bearing Service of Austin, Inc.
Dba Capitol Bearing & Hydraulics
Dba Capitol Hydraulics
Dba Capitol Bearing Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 8, 2018 through June 7, 2019. Zero options remain.
- 2.0 The total contract amount is increased by \$179,021.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/08/2013 – 08/07/16	\$443,252.00	\$443,252.00
Amendment No. 1: Name Change 02/24/15	\$ 0.00	\$443,252.00
Amendment No. 2: Administrative Increase 03/22/16	\$58,000.00	\$501,252.00
Amendment No. 3: Option 1 08/08/2016 – 08/07/17	\$162,563.00	\$663,815.00
Amendment No. 4: Administrative Increase 05/15/17	\$58,000.00	\$721,815.00
Amendment No. 5: Option 2 08/08/2017 – 08/07/18	\$170,591.00	\$892,406.00
Amendment No. 6: Option 3 06/08/2018 – 06/07/19	\$179,021.00	\$1,071,427.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date:

Printed Name:

Authorized Representative

Capitol Bearing Service of Austin, Inc.
764C Airport Blvd
Austin, TX 78702
Brian J. Mead
Brian@capitolbearing.com

Sign/Date:

Danielle Lord, Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
to
Contract No. NA130000153
for
Hydraulic Hose, Parts, and Repair Services
between
Capitol Bearing Service of Austin, Inc.
Dba Capitol Bearing & Hydraulics
Dba Capitol Hydraulics
Dba Capitol Bearing Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 8, 2017 through August 7, 2018. One option remains.
- 2.0 The total contract amount is increased by \$170,591.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/08/2013 – 08/07/16	\$443,252.00	\$443,252.00
Amendment No. 1: Name Change 02/24/15	\$ 0.00	\$443,252.00
Amendment No. 2: Administrative Increase 03/22/16	\$58,000.00	\$501,252.00
Amendment No. 3: Option 1 08/08/2016 – 08/07/17	\$162,563.00	\$663,815.00
Amendment No. 4: Administrative Increase 05/15/17	\$58,000.00	\$721,815.00
Amendment No. 5: Option 2 08/08/2017 – 08/07/18	\$170,591.00	\$892,406.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date:

Brian J. Mead 7/10/17

Printed Name:

BRIAN J. MEAD

Authorized Representative

Capitol Bearing Service of Austin, Inc.
764C Airport Blvd
Austin, TX 78702
Brian J. Mead
Brian@capitolbearing.com

Sign/Date:

Linell Goodin-Brown

Linell Goodin-Brown, Contract Compliance Supervisor 7-29-17

City of Austin

Purchasing Office

124 W. 8th Street, Ste. 310

Austin, Texas 78701



Amendment No. 4
to
Contract No. NA130000153
for
Hydraulic Hose, Parts, and Repair Services
between
Capitol Bearing Service of Austin, Inc. dba Capitol Bearing & Hydraulics
dba Capitol Hydraulics dba Capitol Bearing Services
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$58,000 effective 05/15/17.

2.0 The total contract amount is increased by \$58,000.00. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 08/08/2013 – 08/07/16	\$443,252.00	\$443,252.00
Amendment No. 1: Name Change 02/24/15	\$ 0.00	\$443,252.00
Amendment No. 2: Administrative Increase 03/22/16	\$58,000.00	\$501,252.00
Amendment No. 3: Option 1 08/08/2016 – 08/07/17	\$162,563.00	\$663,815.00
Amendment No. 4: Administrative Increase 05/15/2017	\$58,000.00	\$721,815.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date:

5/16/17

Printed Name:

BRIAN J. MEACH - CEO
Authorized Representative
Capitol Bearing Service of Austin, Inc.
764C Airport Blvd
Austin, TX 78702

Sign/Date:

5/16/2017
Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. NA130000153
for
Hydraulic Hose, Parts, and Repair Services
between
Capitol Bearing Service of Austin, Inc.
Dba Capitol Bearing & Hydraulics
Dba Capitol Hydraulics
Dba Capitol Bearing Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective August 8, 2016 through August 7, 2017. Two options remain.
- 2.0 The total contract amount is increased by \$162,563.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/08/2013 – 08/07/16	\$443,252.00	\$443,252.00
Amendment No. 1: Name Change 02/24/15	\$ 0.00	\$443,252.00
Amendment No. 2: Administrative Increase 03/22/16	\$58,000.00	\$501,252.00
Amendment No. 3: Option 1 08/08/2016 – 08/07/17	\$162,563.00	\$663,815.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date:

Printed Name:

BRIAN MEAD

Authorized Representative

Capitol Bearing Service of Austin, Inc.
764C Airport Blvd
Austin, TX 78702

Sign/Date:

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
Of
Contract No. NA130000153
For
Parts and Repair Services for Hydraulic Hoses, Fittings, and Adapters
Between
Capitol Bearing Services
And the
City of Austin

- 1.0 The City hereby exercises an administrative increase for the above - referenced contract.
- 2.0 The total Contract amount is increased by \$58,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/08/2013 – 08/07/2016	\$443,252.00	\$443,252.00
Amendment No. 1: Name Change 02/24/15	\$0.00	\$443,252.00
Amendment No. 2: Administrative Increase 03/22/16	\$58,000.00	\$501,252.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date



 7/29/16

Sandy Wirtanen, Senior Buyer
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. NA130000153
for
Hydraulic Hose, Parts, and Repair Services
between
Capitol Bearing Service
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	Capitol Bearing Service	Capitol Bearing Service of Austin, Inc. dba Capitol Bearing & Hydraulics dba Capitol Hydraulics dba Capitol Bearing Service
Vendor Code	VC0000100236	VC0000100236
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.



Corporate Contract Compliance Manager
City of Austin, Purchasing Office

2/24/15

Date



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

August 12, 2013

Capitol Bearing Service
Brian Mead
764C Airport Blvd.
Austin, TX 78702

Dear Mr. Mead:

The City of Austin has approved the award and execution of a service contract with Capitol Bearing Service for Parts and Repair Services for Hydraulic Hoses, Fittings, and Adapters in accordance with solicitation JSD0217.

Responsible Department:	Fleet Services
Department Contact Person:	Matt Samaripa
Department Contact Email Address:	matt.samaripa@austintexas.gov 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-3527
Project Name:	Hydraulic Hose, Parts, and Repair Services
Contractor Name:	Capitol Bearing Service
Contract Number:	NA130000153
Contract Period:	08/08/2013 – 08/07/2016
Contract Period Amount	\$443,252.00
Extension Options:	Three 12-month options
Requisition Number:	7800 - 13041900338
Solicitation Number:	JSD0217
Agenda Item Number:	36
Council Approval Date:	8/8/13

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

Sincerely,

Jonathan Dalchau, Buyer II
Purchasing Office

CC: Matt Samaripa, Hazel Black

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Capitol Bearing Services ("Contractor")
for
Parts and Repair Services for Hydraulic Hoses, Fittings, and Adapters
NA130000153**

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 Capitol Bearing Services having offices at Austin, TX 78702 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 the Solicitation Number JSD0217 for Parts and Repair Services for Hydraulic Hoses, Fittings, and Adapters.

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), for Parts and Repair Services for Hydraulic Hoses, Fittings, and Adapters, including all documents incorporated by reference

1.1.3 Capitol Bearing Services Offer, dated 5/16/2013, 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 \$443,252 for the initial Contract term and \$162,563 for the first extension option, \$170,591 for the second extension option and \$179,021 for the third extension option. 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.

Capitol Bearing Services

BIZIAN J. MEAD

Printed Name of Authorized Person

Brian J. Mead

Signature

PRESIDENT

Title:

9/9/13

Date:

CITY OF AUSTIN

Jonathan Dalchau

Printed Name of Authorized Person

Jonathan Dalchau

Signature

Buyer II

Title:

9/9/2013

Date:

Terry Nicholson

Printed Name of Authorized Person

Terry Nicholson

Signature

Sr. Buyer Spec.

Title:

9/9/13

Date:

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (BEST VALUE) Offer Sheet

SOLICITATION NO: JSD0217

COMMODITY/SERVICE DESCRIPTION: Parts and Repair Services
for Hydraulic Hoses, Fittings, and Adapters

DATE ISSUED: 5/6/2013

REQUISITION NO.: RQM 7800 13041900338

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 06061

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: 3:00 P.M. on 5/28/2013

COMPLIANCE PLAN DUE PRIOR TO: N/A

Jeff Dilbert

Corporate Purchasing Manager

Phone: (512) 974-2021-Ext

BID OPENING TIME AND DATE: 3:00 P.M. on 5/28/2013

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

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

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

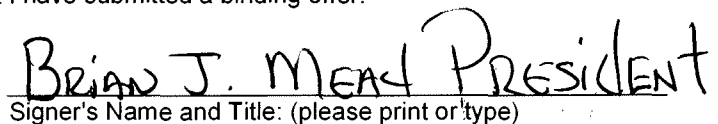
Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

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


Signature of Person Authorized to Sign Offer


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

FEDERAL

Date: 5/16/13

Company Name: Capital BEARING

Address: 764 AIRPORT BLVD.

City, State, Zip Code Austin, TX 78702

Phone No. (512) 385-9500

Fax No. (512) 385-9509

Email Address: brian@capitalbearing.com

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

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

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

The Vendor agrees, if this Offer is accepted within 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.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR PARTS AND REPAIR SERVICES FOR
HYDRAULIC HOSES, FITTINGS, AND ADAPTERS
SOLICITATION JSD0217 – INVITATION FOR BID BEST VALUE**

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 by to the Purchasing Office by 4:00pm on 5/14/2013 via fax at 512-974-2388 or email at jeffery.dilbert@austintexas.gov.

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

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

2.1.1. 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.

2.1.2. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the Contract, when applicable. 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.

2.1.3. 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.

2.1.4. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

2.2. **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.

2.2.1. **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.

2.2.1.1. The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
FOR PARTS AND REPAIR SERVICES FOR
HYDRAULIC HOSES, FITTINGS, AND ADAPTERS
SOLICITATION JSD0217 – INVITATION FOR BID BEST VALUE**

- 2.2.1.1.1. Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - 2.2.1.1.2. Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- 2.2.2. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - 2.2.2.1. The policy shall contain the following provisions:
 - 2.2.2.1.1. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - 2.2.2.1.2. Contractor/Subcontracted Work.
 - 2.2.2.1.3. Products/Completed Operations Liability for the duration of the warranty period.
 - 2.2.2.2. The policy shall also include these endorsements in favor of the City of Austin:
 - 2.2.2.2.1. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - 2.2.2.2.2. Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - 2.2.2.2.3. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 2.2.3. 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.
 - 2.2.3.1. The policy shall include these endorsements in favor of the City of Austin:
 - 2.2.3.1.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - 2.2.3.1.2. Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - 2.2.3.1.3. The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- 2.2.4. 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.
 - 2.2.4.1. The policy shall include these endorsements in favor of the City of Austin:
 - 2.2.4.1.1. Waiver of Subrogation
 - 2.2.4.1.2. Thirty (30) days Notice of Cancellation

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2.2.4.1.3. The City of Austin listed as an additional insured

2.2.5. 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, 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.

2.2.5.1. City of Austin shall be added as a loss payee.

2.2.6. 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 Contractor's 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.

2.2.6.1. City of Austin shall be added as a loss payee.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

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

3. TERM OF CONTRACT

3.1. 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.

3.2. 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).

3.3. 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 3.1 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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4. PRE-AWARD

- 4.1. 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.
- 4.2. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries within four (4) business hours. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

5. POST-AWARD

- 5.1. 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.
- 5.2. 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 \$140,700 with annual increases of 5% 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

- 7.1. Delivery shall be made as specified in the Statement of Work Section 0500 after the order is placed. See Section 0505, for delivery locations. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- 7.2. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).
- 7.3. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "code red" means that there is a critical need for the shipment

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such that the City is willing to pay expedited shipping charges for delivery within four (4) business hours after the order is sent.)

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

- 8.1. Invoices 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: A unique Purchase or Delivery Order Number, Equipment and/or parts numbers and descriptions, unit number, license plate number, or vehicle identification number (VIN), documentation to support all parts charged to the City per the Published Price List paragraph in this Section 0400, 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.
- 8.2. 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.
- 8.3. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- 8.4. Monthly statements shall be mailed to the below address:

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

- 8.5. The Contractor agrees to accept payment by either credit card, check, or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 8.6. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.
9. **VERIFICATION OF CONTRACTOR'S LABOR HOURS AND PARTS PRICING**
- 9.1. Labor hours must be based on published industry standards where they apply. In areas where such standards have not been published, the City reserves the right to restrict labor hours based on historic experience for like repairs.

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- 9.2. Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the price list in effect at the time of contract award, revisions approved by the City, and the percentage mark up as indicated on the bid sheet.
- 9.3. If pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

10. RESTOCKING FEES

- 10.1. The Contractor may bill the City restocking fees (limited to 5% of the total cost of the item or items returned) for parts that are ordered by the City under the Contract during the Contract term and returned for refund; except that no restocking fee shall be billed for any parts returned within thirty (30) calendar days after receipt or for any parts returned during a quarterly stock lift. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- 10.2. The City will permit a restocking fee of greater than 5% **only** in the event that the manufacturer charges the Contractor a restocking fee of greater than 5%. In order to qualify for the higher restocking fee, the Contractor shall be required to submit written evidence of the manufacturer's higher restocking fee.

11. UNUSED INVENTORY (STOCK LIFT)

- 11.1. The Contractor shall, on a quarterly basis, pick up and credit the City's account for items purchased during the Contract term which have not been used or have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition. The amount credited to the City's account shall be the original purchase price for the items.
- 11.2. The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.
- 11.3. No restocking fees will be assessed for parts returned during a quarterly stock lift.
- 11.4. At the end of the final Contract term, if the Contractor is not the successful vendor for the replacement Contract, the Contractor shall pick up and refund the City for items purchased during the Contract term which were not used, provided the items are in the original cartons and in marketable condition. The amount refunded to the City shall be the original purchase price for the items less the stocking fee as outlined in item 10 above.

12. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- 12.1. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- 12.2. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify

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material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

- 12.3. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- 12.4. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

13. HAZARDOUS MATERIALS

- 13.1. 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.
- 13.2. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- 13.3. The MSDS, instructions and information required in paragraph 13.1 must be included with each shipment under the contract.

14. RECYCLED PRODUCTS

The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

15. PRICING REQUIREMENTS

- 15.1. A representative sample of items is listed on the Bid sheet, Section 0600, for evaluation purposes.
- 15.2. Multiple contract awards may be made between a cooperative and 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.
- 15.3. All Offerors must submit firm fixed pricing on all items that are listed on the Bid sheet.
- 15.4. **Failure to bid all the line items on the Bid sheet, Section 0600 of the solicitation, may disqualify an Offeror as “non-responsive” and Offeror will not be considered for award of this Contract.**
- 15.5. The Offeror may offer a different percentage markup amount per manufacturer for any other items not specified on the bid sheet; however, items within each manufacturer's product line must be priced by taking the stated list price and applying that percentage markup. The percentage markup will remain firm throughout the term of the Contract

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and shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.

16. PUBLISHED PRICE LISTS

16.1. Offeror may quote using published price lists in the following way:

16.1.1 Offerors may quote their dealer cost, plus a percentage markup to be added to the cost, for all items to be covered under the Contract.

16.1.2 The percentage markup shall remain firm during the life of the Contract and shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.

16.2. **Two (2) CDs or electronic copies, if available, of the price list(s) upon which the markups are based shall be submitted within five (5) business days after notice of award.**

16.2.1 **The City will accept a printed copy only if no electronic format is available. NOTE: If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.**

16.2.2 If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list, the Contractor shall be required to document by written invoice the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.

16.2.3 All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Contract and will be used to place orders and to verify the percent markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.

16.3. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least **30-calendar days** after written notification. The City reserves the right to refuse any list revision.

16.4. The percentage markups on material, supplies, and parts shall be fixed throughout the life of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.

16.5. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

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- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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:
- 17.4.1. 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
 - 17.4.2. Time and date of week when employee's workweek begins
 - 17.4.3. Hours worked each day and total hours worked each workweek
 - 17.4.4. Basis on which employee's wages are paid
 - 17.4.5. Regular hourly pay rate
 - 17.4.6. Total daily or weekly straight-time earnings
 - 17.4.7. Total overtime earnings for the workweek
 - 17.4.8. All additions to or deductions from the employee's wages
 - 17.4.9. Total wages paid each pay period
 - 17.4.10. Date of payment and the pay period covered by the payment
- 17.5. 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:
- 17.5.1 The employee's name and job title
 - 17.5.2 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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- 17.5.3 A statement certifying that the employee is offered a health care plan with optional family coverage
- 17.6. Employee Certifications shall be signed by each employee directly assigned to the Contract.
- 17.7. 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.
- 17.8. 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 17.4 above to verify compliance with this provision.
18. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**
- 18.1 On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- 18.2. 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.
- 18.3 If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- 18.4 The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying 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. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>.
19. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**
- 19.1. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- 19.2. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- 19.3. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

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

20.1. 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.

20.2. 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

21. **ECONOMIC PRICE ADJUSTMENT**

21.1. Prices shown in this Contract shall remain firm for the first 12-month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

21.2. Price Increases

21.2.1. 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:

21.2.1.1. An itemized, revised price list with the effective date of the proposed increase

21.2.1.2. 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.

21.2.1.3. Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Consumer Price Index (the "Index") Industry/Product name/code (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period. The following index is in effect as of the date of the solicitation.

Series ID: CUUR0000SETC;
Not Seasonally Adjusted;
Area: U.S. city average;
Item: Motor vehicle parts and equipment;
Base Period: 1982-84-100 for parts; and

Series ID: CUUR0000SETD;
Not Seasonally Adjusted;
Area: U.S. city average;

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Item: Motor vehicle maintenance and repair;
Base Period: 1982-84=100 for replacement/repair services

- 21.2.1.4 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.
- 21.2.2. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager 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.
- 21.2.3. 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.
- 21.2.4. 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.

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21.3. Price Decreases

21.3.1. 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. A request for price decreases by the City will be based on the same documentation as the price increase request. Price decrease offers may also be subject to negotiation.

21.3.2. 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.

22. **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).

23. **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 under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. 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.

24. **WARRANTY REQUIREMENTS - PARTS (see Paragraph 21, Section 0300)**

24.1 The Contractor warrants that all parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.

24.2 The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the City's work order or the Contractor's invoice for repairs. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City.

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

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

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
FLEET SPECIFIC
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SOLICITATION JSD0217 – INVITATION FOR BID BEST VALUE**

- 25.1 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. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.
- 25.2 The warranty period shall not start until the part is actually installed on a unit as evidenced by the Contractor's invoice. A copy of the labor and associated parts warranties shall be provided with each repair.
26. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- 26.1 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.
- 26.2 The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal Agreement.
27. **CONTRACT MANAGER**
- 27.1 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:
- Matt Samaripa, Contract Compliance Supervisor – Fleet Services**
-
- 1190 Hargrave Street
-
- Austin, TX 78702
-
- Phone: 512-974-3527 or Email: matt.samaripa@austintexas.gov
- 27.2 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
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1. PURPOSE

- 1.1 This Invitation for Bid (IFB)-Best Value is to establish a Contract with a single authorized representative able to provide a brand, as specified in this solicitation, of hydraulic parts and hydraulic hose replacement and/or repair services for City of Austin ("City") vehicles and equipment. A Contract will be awarded to provide these hydraulic parts, replacement and/or repair services on an as-needed basis as stipulated in this solicitation.
- 1.2 The City of Austin, Fleet Services currently maintains an inventory of Eaton Aeroquip® brand hydraulic hoses, fittings, and adapters for various pressures in automotive applications. The successful bidder will be required to provide Eaton Aeroquip® brand parts or a buyer-approved equal brand.
- 1.3 The majority of this contract is for hydraulic hose replacement and/or repair services, but may include other automotive and/or equipment applications such as: high temperature hose, air hoses, hot oil hoses, or other various types of hoses for truck-mounted bodies or equipment used in specialized applications.
- 1.4 The Contract will be utilized by the Fleet Services Department. The City reserves the right to allow other City Departments to utilize the Contract.
- 1.5 The City intends to solicit bids in response to this IFB-Best Value and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).
- 1.6 It is the City's preference to award a single contract for the hydraulic hose replacement and/or repair service needs of Fleet Services; however, if the cooperative purchasing prices are lower than the bid prices received, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the best-evaluated, responsive and responsible bidder. Award may be based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.
- 1.7 A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select line items.

2. DEFINITIONS

- 2.1 "Equal to" or "Buyer-approved Equal" means that a part shall be considered as an "Equal", in determining standing under the "... equal to..." provision of the solicitation if it meets the specifications (performance and/or design to include quality standards) set forth elsewhere in this document, and does not vary materially from the Form [generic physical appearance], Fit [nominal dimensions], or Function [serves the same purpose], of the part cited in the solicitation.
- 2.2 Stock Parts are defined as high turnover parts that are most commonly needed by the City.
- 2.3 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.

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- 2.4. Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or will be ordered.
- 2.5. Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges. The Contractor shall include the term "Code Red" on invoices when the delivery orders so stipulates.
- 2.6. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.
- 2.7. Replacement service means to completely rebuild the entire hose by providing a new hose with all new connecting components (hose, fittings, and adapters).
- 2.8. Repair Service means to return or restore a broken, damaged, or failed fitting, adapter, or connecting component with a new component utilizing the existing hose. (This is typically needed on a long hose with a damaged end piece.)
- 2.9. Leapfrog is a term used when the City requires priority replacement or repair service for a hydraulic hose. The Contractor is required to prioritize the replacement or repair of the hydraulic hose in front of other replacement or repair services, expedite the replacement or repair service, and return the hydraulic hose.

3. CONTRACTOR QUALIFICATIONS

- 3.1. 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.
- 3.2. The Contractor must be a manufacturer's authorized representative for the brand of parts offered in their Bid, and must have an operational repair facility regularly engaged in the business of providing hydraulic parts and repair services in the automotive and/or equipment application for a minimum of three (3) consecutive years within the last five (5) years.
- 3.3. 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 parts 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.
- 3.4. The Contractor must operate a repair facility equipped with all tools, diagnostic equipment, and supplies necessary to provide hydraulic hose replacement and/or repair services for the specific brand of parts offered in this solicitation for the City's vehicles and equipment. In order to minimize downtime of City units, said facility shall be located within 30 miles of the Texas State Capitol.
- 3.5. The Contractor must have a facility with adequate warehouse space and equipped with supplies and equipment necessary to satisfy the requirements of the contract.
- 3.6. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City units and equipment at the Contractor's location.
- 3.7. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on hydraulic hose replacement and/or repair services in the automotive and equipment applications. The Contractor shall be able to verify that all service technicians have had sufficient training with a

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minimum of three (3) years hands-on experience within the last five (5) years working on hydraulic hoses for these applications. Training certificates and/or documentation shall be provided to the City, upon request, prior to the contract award.

4. CONTRACTOR'S RESPONSIBILITIES FOR REPAIR SERVICES

- 4.1 The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the services described herein. Contractor shall perform all services in accordance with the recommended repair techniques and standards of the brand of hydraulic components offered in this solicitation.
- 4.2. The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed replacement and/or repair service within the timeframe stipulated in this Statement of Work.
- 4.3. The Contractor shall perform all replacement and/or repair services on the Contractor's premises.
- 4.4. The Contractor shall transport (pick up and/or return) all hydraulic hoses to and/or from the Contractor's place of business where the replacement and/or repair services will be completed. Hydraulic hose(s) that are in need of these services shall be picked up within one (1) working day after notification and returned within one (1) working day after completion of the replacement or repair services.
 - 4.4.1 On occasion, the city may transport hydraulic hoses to and/or from the Contractor's place of business for these services. Also, on occasion, the city may transport vehicles and/or equipment to and from the Contractor's place of business for these same services.
 - 4.4.2 The Contractor will not be required to transport vehicles and/or equipment to and from the Contractor's place of business for these services.
- 4.5. The Contractor shall diagnose the hydraulic hose for replacement and/or repair service and provide a written cost estimate to the Fleet Service Center Manager or designee within one (1) working day after taking possession of the hose. The written cost estimate shall include:

Estimated labor hours and cost
Total cost to complete replacement and/or repair services
Total amount of time needed to complete replacement and/or repair service
- 4.6. The Fleet Service Center Manager or designee will provide written authorization (e.g. email) to proceed with the replacement and/or repair service after evaluating the estimate. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with replacement and/or repair service based on verbal authorizations and assumes all liability and responsibility for replacement and/or repair service performed based on such verbal authorizations.
- 4.7. The Contractor shall submit a new cost estimate if the cost of the necessary replacement and/or repair service increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional replacement and/or repair service and costs and shall be submitted in advance to the Fleet Service Center Manager or designee for written (e.g. email) approval for the hidden damage repairs.
- 4.8. The Contractor shall complete the replacement and/or repair within the timeframe indicated in the estimate, after receipt of the Fleet Service Center Manager or designee written approval to proceed with the replacement and/or repair. If more time is required to complete the necessary replacement and/or repair, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date replacement and/or repair will be completed. The Fleet Service Center Manager or designee must approve the Contractor's request for extension in writing (e.g. email).

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- 4.9. On occasion, the City may require priority (aka leapfrog) replacement and/or repair service. When this service is required, the City shall document the request on the City's delivery order. The Contractor may charge a priority charge or "leapfrog" fee in addition to the hourly labor rate as indicated on the bid sheet.
- 4.10. Upon receipt of the replaced and/or repaired hose, the Fleet Service Center Manager or designee will inspect the replacement and/or repair for compliance with all contract requirements and to ensure the replacement and/or repair was completed in a satisfactory manner. If, upon inspection, deficiencies are detected, the replacement and/or repair shall be rejected and the Contractor shall be required to make the necessary adjustments or correct the replacement and/or repair at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor will arrange for pickup of the hose within one (1) business day of notification. Contractor shall complete corrective work within one (1) business day unless additional time is approved by the Fleet Service Center Manager or designee in writing (e.g. email).
- 4.11. The Contractor shall anticipate that repairs made will be tested and/or inspected by the City during the term of the Contract. Fleet Services reserve the right to conduct any tests or inspections deemed necessary to ensure services or parts conform to the vehicle or equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the vehicle or equipment manufacturer's specifications, and are fit for their intended use.
- 4.12. 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.
- 4.13. 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 Fleet Service Center Manager or designee.
- 4.14. The Contractor shall provide an itemized invoice to the Fleet Service Center Manager or designee, upon completion of each replacement and/or repair. The invoice shall include the following information.
- Date replacement and/or repair was authorized
Date replacement and/or repairs was completed
Description of the replacement and/or repair made
Itemized list of parts and other products used for the repairs
Number of labor hours associated with the replacement and/or repair
- 4.15. The Contractor shall properly recycle and/or dispose of used and contaminated hoses and/or lubricants. Costs for recycling or disposal fees shall be factored into the Offer and not charged separately on an invoice. The Contractor shall provide to Fleet Services, upon request, a copy of a standard transportation manifest showing that all used and contaminated hoses and/or lubricants were properly recycled and/or disposed.
- 4.16. The Contractor shall comply with all health, safety and environmental laws (see Paragraph 11. in Section 0300).
- 4.17. 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.

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- 4.18. The Contractor shall provide a 12-month labor warranty for all replacement and/or repair service. A copy of the labor warranty shall be provided to the Fleet Service Center Manager or their respective designee with each delivery.
- 4.19. The Contractor warrants that all replacement and/or repair parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. The warranty period shall not start until the replaced or repaired hose is actually installed on a unit as evidenced by the Contractor's invoice for these services or the City's work order. This warranty shall provide for replacement parts and shall include pick up and return of the replaced or repaired hose at no additional cost. A copy of the manufacturer's parts warranty shall be provided to the Fleet Service Center Manager or their respective designee within five (5) calendar days of request by the City
- 4.20. The Contractor shall provide, upon request, a monthly and/or yearly total of all replacements and/or repairs performed for Fleet Services. The City prefers that the report be in an electronic format that may be sorted or other City-approved format. The report shall itemize replacements and/or repairs by date, Service Center that placed the order, type of replacement and/or repair, cost for labor (including hours and rates), description and cost for parts, total cost of the replacement and/or repair, and repaired unit identification (either unit number, license plate, or VIN), when applicable.
- 4.21. The Contractor shall provide to the City, on a no-cost loan basis, six (6) each, two-wire crimpers capable of repair of up to a No. 20 Hose and six (6) each, four-wire crimpers capable of repair of up to a No. 16 Hose. The City will repair or replace loaned crimpers if damaged in use. These loaned crimpers will be returned to the Contractor upon termination of the contract.

5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

- 5.1 The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time and to complete needed repairs within the timeframe stipulated in this Statement of Work. The stock level required shall be a two-week supply of inventory, which will be determined by the City after Contract award. All parts will be ordered on an as-needed basis. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory and/or repair facility as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 5.2. Within five (5) business days of Contract award, the Contractor shall submit to the Fleet Services Contract Manager specified in Section 0400 two (2) CDs or electronic copies, if available, of the price list(s) upon which the markups are based on the bid sheet. The City will accept a printed copy only if no electronic format is available.
- 5.3. If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list with their Offer, the Contractor shall document by written invoice from the supplier the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
- 5.4. The Contractor shall provide new parts. Parts must meet all applicable federal, state and local requirements for quality and safety. If new parts are not available, or if Fleet Services requests them in writing (e.g. email), remanufactured or rebuilt parts may be used. Used, factory seconds, remanufactured, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.
- 5.5. The Contractor warrants that ALL parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. This warranty shall provide for

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replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.

- 5.6. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Service Center Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the City's work order or the Contractor's invoice for repair services.
- 5.7. The Contractor further warrants that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.
- 5.8. The Contractor shall notify the Contract Manager and the Fleet Service Center Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.
- 5.9. The Contractor shall provide a point of contact for receiving orders from the City. A City representative from the Fleet Service Center will contact the Contractor by e-mail, fax, or telephone to place an order for parts. The request will include the part number, part description, delivery requirements, and a unique delivery order number.
- 5.10. The Contractor shall confirm the quantity to be shipped to the ordering Fleet Service Center representative by telephone within two (2) hours after the order is sent.
- 5.11. The Contractor shall ship all orders for parts complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
- 5.12. The Contractor shall deliver Stock Parts to the ordering Fleet Service Center as follows:
 - 5.12.1. Parts ordered before 10:00 AM shall be delivered to the ordering Fleet Service Center no later than 5:00 P.M. the same working day the order is sent. Parts ordered after 10:00 AM shall be delivered before noon the next working day after the order is sent. The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the time the City places the order.
- 5.13. The Contractor shall deliver Non-Stock Parts to the ordering Fleet Service Center within three (3) working days after the order is sent. All special orders will be honored under the Contract pricing, without any additional markups.
- 5.14. The Contractor shall deliver Back-ordered (or out-of-stock) Parts to the Fleet Service Center within five (5) working days after the order is sent. The Contractor shall advise the ordering Fleet Service Center representative by telephone of when the part(s) will be available. Notification will be within two (2) hours after the order is sent. If the Contractor cannot provide the backordered part within five (5) working days, the City reserves the right to purchase the part on the open market and charge the Contractor the difference between the Contract price and the purchase price in accordance with the Performance paragraph in Section 0400.
- 5.15. The Contractor shall deliver "Code Red" orders **within four (4) business hours after the order is sent**. A delivery fee may be assessed for any "Code Red" orders placed by the City as indicated on the Bid Sheet, Section 0600. "Code Red" must be noted on the invoice when authorized by the City.
- 5.16. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts purchased by Fleet Services. The City prefers that the report be in an electronic format that may be sorted, or other

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City-approved format. The report shall include date purchased, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased.

6. CONTRACTOR'S TRAINING RESPONSIBILITIES

- 6.1. The Contractor, as a courtesy to the City, shall provide a qualified factory-authorized service representative to provide technical training for Fleet Services automotive technicians to review the proper operation and handling of the crimping tools provided to the City.
- 6.2. The training shall consist of a combination of classroom discussion and/or audio-visual aids and/or other training modules.
- 6.3. The training shall also include safety instructions, operation, maintenance, and lubrication requirements, any special adjustments and minor repair procedures. Fleet Services automotive technicians, supervisors, and parts room personnel shall also receive procedures for ordering parts, along with repair manual and parts book orientation.
- 6.4. The training shall be up to 4-hours a day, or longer if the Contractor deems necessary.
- 6.5. The date of the training shall be coordinated between the Contractor and a Fleet Service Center Manager or designee.
- 6.6. Equipment training will be held at one of the Fleet Service Centers (see Section 0505 for locations) and the classroom training, if needed, will be held at a designated location arranged by a Fleet Service Center Manager or designee.

7. WORK HOURS

The City will not pay off-shift rates for repairs performed. Off-shift hours are any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.

8. DELIVERY REQUIREMENTS

Pickup and delivery shall be made as specified herein during normal City business hours Monday through Friday between the hours of 7:00 A.M. through 5:00 P.M. except for City-recognized legal holidays and weekends unless requested by Fleet Services in advance (see paragraph 52 in Section 0300 for City Holidays).

9. MILEAGE

Mileage is not reimbursable, and shall not be billed. However, the Contractor may charge one flat fee as indicated on the Bid Sheet for pickup and delivery of hoses being replaced or repaired on Contractor's premises.

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

Service Center #1 William Lindbergh, Manager 6301-A Harold Court Austin, Texas 78721 servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233	Parts Room - Service Center #1 Amy Arredondo, Stores Coordinator (512) 974-3029 Harold Terry (512) 974-1763 Jose Herrera (512) 974-1772 Email: firstname.lastname@austintexas.gov
Service Center #5 Steve Yost, Manager 714 East 8 th Street Austin, TX 78701 servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903	Parts Room - Service Center #5 Gina Vasquez, Stores Coordinator (512) 974-1857 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974.1813 Email: firstname.lastname@austintexas.gov
Service Center #6 Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702 servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156	Parts Room - Service Center #6 Lonnie Jones, Stores Coordinator (512) 974-1744 Daniel, Ramirez (512) 974-1743 Email: firstname.lastname@austintexas.gov
Service Center #8 James ("Jim"), Manager 4411-D Meinardus Austin, TX 78745 servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524	Parts Room - Service Center #8 Daniel Dominguez, Stores Coordinator (512) 974-1759 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687 Email: firstname.lastname@austintexas.gov
Service Center #11 Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721 servicecenter11@austintexas.gov Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055	Parts Room - Service Center #11 Glenn Iosbaker, Stores Coordinator (512) 974-9022 Rey Degollado (512) 974-4319 Email: firstname.lastname@austintexas.gov
Service Center #12 Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744 servicecenter12@austintexas.gov Main Tel. No.: (512) 974-4327 / Fax No.: 512) 974-4328	Parts Room - Service Center #12 Glenn Iosbaker, Stores Coordinator (512) 974-9022 Edward Kinch (512) 974-9020 Email: firstname.lastname@austintexas.gov
Service Center #13 Randal Crawford, Manager 2412 Kramer Lane, Bldg A Austin, TX 78758 servicecenter13@austintexas.gov Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968	Parts Room - Service Center #13 Long Le, Stores Coordinator (512) 491-3957 le.long@austintexas.gov

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

Fleet Tire Shop Ryan Braziel, Stores Coordinator (512) 974-1487 6301-K Harold Court Austin, TX 78721 ryan,braziel@austintexas.gov	Hornsby Bend Ed Simpson, TP Diesel Mech. 2210 S. FM 973 Austin, TX 78725 servicecenter1@austintexas.gov Main Tel. No.: (512) 974-2052 / Fax No.: (512) 974-2233
Materials Control 6301-K Harold Court Austin, Texas 78721 John Christofferson, Materials Control Manager 512-974-1750 Email: john.christofferson@austintexas.gov Lonnie Jones, Materials Control Supervisor, Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: lonnie.jones@austintexas.gov Henry Guerra, Materials Control Supervisor Parts Rooms 8, 11, 12 (512) 974-1547 Email: henry.guerra@austintexas.gov	Fleet Administration - Contracts & Contract Compliance 1190 Hargrave Street Austin, TX 78702 Matt Samaripa, Contract Compliance Supervisor (512) 974-3527 Hazel Black, Contract Compliance Specialist Sr. (512) 974-1751 Fax: (512) 974-1769 Alan Fish, Contract Compliance Specialist (512) 974-1532 fleetcompliance@austintexas.gov Fax No.: (512) 974-1769
Vehicle Support and Accidents Irvin Schmidt, Fleet Operations Manager 6400 Bolm Road Austin, TX 78721 fleetaccidentgroup@austintexas.gov Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630	Fuel Operations and Acquisitions Will O'Connor, Program Manager 6400 Bolm Road Austin, TX 78721 fleetfueloperations@austintexas.gov Main Tel. No.: (512) 978-2644 / Fax No.: (512) 978-2630
Auction and Make Ready Eddie Goebel, Fleet Program Manager 6400 Bolm Road Austin, TX 78721 auction.fleet@austintexas.gov fleetmakereadydepartment@austintexas.gov Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630	Fleet Administration – Safety Jo-Ann Cowan, Occupational Health & 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
PARTS AND REPAIR SERVICES FOR HYDRAULIC HOSES, FITTINGS, AND ADAPTERS

Solicitation No.: IFB Best-Value JSD0217

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. Be advised that a 'no bid' may be considered as non-responsive and may result in disqualification of the bid.

The City reserves the right to award to one or more bidders, by line item based on best value.

The quantities noted below are annual estimates and not a guarantee of actual volume. 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 -- HOURLY LABOR RATE - NORMAL BUSINESS HOURS (15 points)

#	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED HOURS	EXTENDED PRICE
1	Labor Rate for Repairs Repair Hoses	Hourly	\$ 8.75	845	\$ 7,393.75

SECTION 2 -- MOST FREQUENTLY ORDERED ITEMS (30 points)

#	EATON-AEROQUIP PART NUMBER	DESCRIPTION	INDICATE MANUFACTURER OFFERED	INDICATE MANUFACTURER PART NUMBER	DEALER COST	% MARK-UP TO DEALER COST	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
2	GH781-16	HOSE HYDRAULIC 1 SAE 100R2	EATON	SAME	\$		\$ 10.96	FT	1085	\$ 11,891.60
3	GH781-12	HOSE HYDRAULIC 3/4 SAE 100R2	EATON	SAME	\$		\$ 8.32	FT	895	\$ 7,446.40
4	GH781-8	HOSE HYDRAULIC 1/2 SAE 100R2	EATON	SAME	\$		\$ 5.13	FT	816	\$ 4,186.08
5	FC321-6	HOSE (PROPANE 3/8)	EATON	SAME	\$		\$ 9.04	FT	358	\$ 3,236.32
6	GH781-10	HOSE HYDRAULIC 5/8	EATON	SAME	\$		\$ 6.89	FT	343	\$ 2,363.27
7	FC300-16	HOSE HYDRAULIC (AQP 1)	EATON	SAME	\$		\$ 15.57	FT	341	\$ 5,309.37
8	GH781-6	HOSE HYDRAULIC 3/8 SAE 100R2	EATON	SAME	\$		\$ 4.64	FT	263	\$ 1,220.32
9	GH781-4	HOSE HYDRAULIC 1/4 SAE 100R2	EATON	SAME	\$		\$ 3.96	FT	226	\$ 894.96

#	EATON-AEROQUIP PART NUMBER	DESCRIPTION	INDICATE MANUFACTURER OFFERED	INDICATE MANUFACTURER PART NUMBER	DEALER COST	% MARK-UP TO DEALER COST	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
10	FC300-10	HOSE HYDRAULIC 5/8	EATON	SAME	\$		\$ 11.28	FT	149	\$ 1680.72
11	FC807-12	HOSE TEFLON 3/4	EATON	SAME	\$		\$ 11.37	FT	81	\$ 920.97
12	NT10006BK-100	DOT TUBING BLACK 3/8 NYLON	EATON	SAME	\$		\$ 1.83	FT	80	\$ 146.40
13	FC300-12	HOSE HYDRAULIC 3/4 SAE 100R2	EATON	SAME	\$		\$ 14.09	FT	75	\$ 1056.75
14	LonghornX2	HOSE PETRO TRANSFER		SAME	\$		\$ 7.31	FT	72	\$ 526.32
15	FC300-20	HOSE HYDRAULIC 1 1/4	EATON	SAME	\$		\$ 19.35	FT	50	\$ 967.50
16	1AA12MJ12	FITTING MALE JIC	EATON	SAME	\$		\$ 10.97	EA	247	\$ 2709.59
17	FF2000T1210S	FITTING MALE ADAPTER	EATON	SAME	\$		\$ 13.58	EA	10	\$ 135.80
18	1AA16MJ16	FITTING HYDRAULIC MAKE JIC	EATON	SAME	\$		\$ 19.80	EA	46	\$ 910.80
19	1AA16FJ16	FITTING FEMALE JIC SWIVEL	EATON	SAME	\$		\$ 22.81	EA	203	\$ 4630.83
20	1AA12FJ12	FITTING FEMALE JIC SWIVEL	EATON	SAME	\$		\$ 13.65	EA	152	\$ 2074.80
21	1AA8FJ8	FITTING FEMALE JIC SWIVEL	EATON	SAME	\$		\$ 8.32	EA	104	\$ 865.28
22	4411-4S	FITTING FEMALE JIC SWIVEL	EATON	SAME	\$		\$ 6.27	EA	89	\$ 558.03
23	1AA6FJ6	FITTING FEMALE JIC SWIVEL	EATON	SAME	\$		\$ 6.56	EA	85	\$ 557.60
24	1AA10FJ8	FITTING FEMALE JIC SWIVEL	EATON	SAME	\$		\$ 8.46	EA	63	\$ 532.98
25	4411-16S	FITTING FEMALE JIC SWIVEL	EATON	SAME	\$		\$ 34.89	EA	59	\$ 2058.51
26	63-190600-12	FITTING SWIVEL 3/4	EATON	SAME	\$		\$ 27.21	EA	38	\$ 1033.98
27	190261-16S	FITTING JIC 100R5	EATON	SAME	\$		\$ 56.05	EA	17	\$ 952.85

#	EATON-AEROQUIP PART NUMBER	DESCRIPTION	INDICATE MANUFACTURER OFFERED	INDICATE MANUFACTURER PART NUMBER	DEALER COST	% MARK-UP TO DEALER COST	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
28	1AA20FR16	FITTING 1			\$		\$ 68.82	EA	11	\$ 757.02
TOTAL										\$ 59,624.65

SECTION 3-- PICKUP AND DELIVERY (5 points)

#	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
29	Flat fee for normal round-trip Pickup and Delivery of hoses to be rebuilt.	EA	\$ 20.00	1560	\$ 31,200.00

SECTION 4 -- DELIVERY CHARGE FOR CODE RED ITEMS ONLY (5 points)

#	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
30	Flat fee for "Code Red" deliveries, to be made within 4 business hours.	EA	\$ 50.00	20	\$ 1,000.00

SECTION 5 -- PRIORITY (LEAPFROG) CHARGE FOR EXPEDITED REPAIRS (5 points)

#	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
31	Flat fee for Priority Charge (Leapfrog) when a repair is expedited.	EA	\$ 50.00	20	\$ 1,000.00

SECTION 6 -- DEALER'S MARK-UP FOR NON-SPECIFIED ITEMS (30 points)

Bidder must be able to provide other hydraulic hoses, fittings, and adapters.

FAILURE TO PROVIDE PRICING INFORMATION FOR THIS SECTION MAY RESULT IN DISQUALIFICATION OF YOUR BID.

Indicate below the MARK-UP TO DEALER COST the City will be charged for all items not listed above in Section 1.

Include Price List name, number, and date. If there is no price list, please indicate "No List" and provide your percentage markup to your cost. If no price list is available, the Contractor must furnish with each invoice to the City, proof of Dealer Cost with a copy of invoice from supplier.

#	MANUFACTURER'S PRICE LIST*	DATE OF PRICE LIST**	NAME AND NUMBER OF PRICE LIST***	MARK UP TO DEALER ***
32	EATON	10-1-2012	A-PROV-PL001-E8	-60 % Discount

#	MANUFACTURER'S PRICE LIST*	DATE OF PRICE LIST**	NAME AND NUMBER OF PRICE LIST***	MARK-UP TO DEALER COST
33				_____ %
34				_____ %

* INDICATE MANUFACTURER OFFERED FOR THIS SOLICITATION.

** DATE OF PRICE LIST – The effective date of the price list listed above shall be disclosed. This Bid will be based on the latest published price list. (Refer to Published Price List, Section 0400.)

*** PRICE LIST NAME AND NUMBER – Offeror shall include the current price list Name and Number used for the pricing they included in the Bid.

SECTION 7 -- CONFIRMATION OF REQUIREMENTS

37	To be favorably considered for award, Bidder must be able to provide "Code Red" deliveries within 4 business hours. Please circle "Yes" or "No"	<input checked="" type="radio"/> YES We can provide "Code Red" deliveries within 4 business hours	<input type="radio"/> NO We cannot provide "Code Red" deliveries within 4 business hours
38	Do you have a minimum of two service technicians fully qualified to work on the hydraulic components being offered in this solicitation? Please circle "Yes" or "No".	<input checked="" type="radio"/> YES	<input type="radio"/> NO
39	Do the service technicians have three years of hands on experience in the last five? Please circle "Yes" or "No".	<input checked="" type="radio"/> YES	<input type="radio"/> NO
40	State the distance your "Repair Facility" is to the Texas State Capitol.	Google Maps <u>8</u> MILES	

SECTION 8 -- EVALUATION CRITERIA

The Contractor will be selected by the City based on a best-value model. Evaluation factors outlined below shall be applied to all eligible, responsive Bidders in comparing and selecting the successful Bid. Award of a Contract may be made without discussion with Bidders after Bids are received. Bids should, therefore, be submitted on the most favorable terms.

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years.

The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located.

The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

SECTION 8 -- EVALUATION FACTORS

MAXIMUM POINTS (100 Points Total)

Labor for Rebuilds	15
Cost for Most Frequently Ordered Items (i.e., Specified Items)	30
Pickup and Delivery Charges for Rebuilt Hoses	5
Delivery Charges for Code Red	5
Priority Charges for Expedited Repairs (aka Leapfrog)	5
Dealer Markup for Non-Specified Items	30
Local Business Presence (10 Points Maximum based on % of work performed by companies with a Local Presence)	10
Local business presence of 90% to 100% - 10 points	
Local business presence of 75% to 89% - 8 points	
Local business presence of 50% to 74% - 6 points	
Local business presence of 25% to 49% - 4 points	
Local presence of between 1 and 24% - 2 points	
No local presence - 0 points	

SECTION 9 -- EVALUATION OF BIDS

An evaluation of all the Bids received for this solicitation will be made in a comparative manner to determine which Bids offer the best value to the City of Austin.

BIDDER MUST SUBMIT TWO (2) PRINTED COPIES OF ITS SIGNED BID - one original and one copy.

Two (2) CDs or electronic copies, if available, of the price list(s) upon which the markups are based shall be submitted within five (5) working days after notice of award. The City will accept a printed copy only if no electronic format is available.

ALL PAGES OF THE BID SHEET MUST BE RETURNED OR THE BID MAY BE DISQUALIFIED.

DELIVERY TERMS: PDD

FOB DESTINATION, FREIGHT PRE-PAID AND ALLOWED YES

ALL CODE RED DELIVERIES TO BE MADE WITHIN 4 BUSINESS HOURS AFTER RECEIPT OF ORDER (ARO)

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF ✓

COMPANY NAME:

Capitol BEARING

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Brian J. Meak

PRINTED NAME:

BRIAN J. MEAK

EMAIL ADDRESS:

brian@capitolbearing.com

**City of Austin
Purchasing Office
Local Business Presence Identification Form
Solicitation JSD0217**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Capitol BEARING					
Address	764C AIRPORT BLVD Austin, TX 78702					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Branch	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes <input type="radio"/>			No <input type="radio"/>		
In business at this location for past 5 yrs?	Yes <input type="radio"/>			No <input type="radio"/>		
Location Type:	Headquarters	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Branch	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SUBCONTRACTOR(S)

Name of Local Firm						
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**City of Austin
Purchasing Office
Local Business Presence Identification Form
Solicitation JSD0217**

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

OFFEROR'S FULL NAME AND ENTITY STATUS:

Brian J. Mead

Brian J. Mead

Signature, Authorized Representative of Offeror

PRESIDENT

Title

5/16/2013

Date

END

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number: JSD0217

Offeror's Name Brian J. Mead

Date 5-16-2012

The Offeror shall furnish, with the Offer, the following information, for at least **3** 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	COA:Fleet Service Hose contrac		
Name of Contact	Hydraulic hose contract.	Contact Title	Hydraulic hose contract.
Present Address	6301A HAROLD COURT		
City	AUSTIN	State	Texas Zip Code 78702
Telephone Number	974-1753	FAX Number	974-1769
Email Address	patricia.tasby@austintexas.gov		

Company's Name	CHAPMAN CONSTRUCTION		
Name of Contact	HOSE AND FITTING	Contact Title	HOSE AND FITTING
Present Address	9250 F.M. 2243		
City	LEANDER	State	Texas Zip Code 78641
Telephone Number	259-7662	FAX Number	259-7870
Email Address	dbranscum@hlchapman.com		

Company's Name	AUSTIN SCIENTIFIC CO.		
Name of Contact	HYDRAULIC QD'S	Contact Title	HYDRAULIC QD'S
Present Address	P.O. BOX 120202		
City	DALLAS	State	Texas Zip Code 75312-020
Telephone Number	590-7603	FAX Number	443-6665
Email Address	leonard.stevenson@oxinst.com		

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

SOLICITATION NO **JSD0217**

**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:

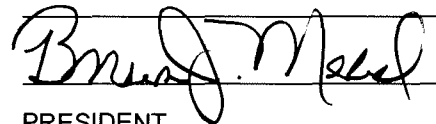
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration 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 16 day of MAY, 2013.

CONTRACTOR

Brian J. Mead

Authorized Signature



Title

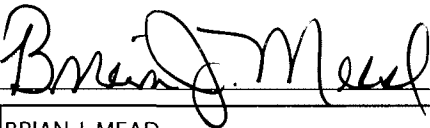
PRESIDENT

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. JSD0217

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:	<div style="border: 1px solid black; padding: 2px;">Brian J. Mead</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">May 16, 2013</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">BRIAN J. MEAD</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">PRESIDENT</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JSD0217
FOR

Hydraulic Hoses and Fittings

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.austintexas.gov/departments/conflict-interest-questionnaire>

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

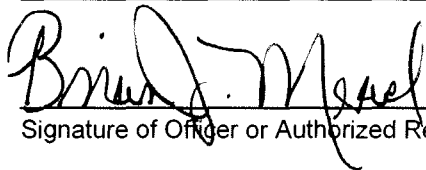
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

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 City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Brian J. Mead
Printed Name:	BRIAN J. MEAD
Title:	PRESIDENT


Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 16 day of MAY, 2013.


Notary Public

My Commission Expires 4-29-2014



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

SOLICITATION NO. JSD0217

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:

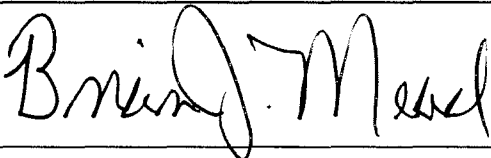
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(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:	Brian J. Mead		
Signature of Officer or Authorized Representative:		Date:	May 16, 2013
Printed Name:	BRIAN J. MEAD		
Title:	PRESIDENT		

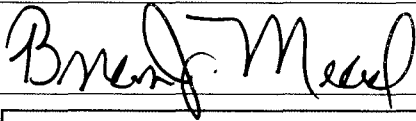
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

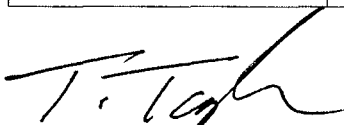
Contract Number:	GA0700000494
Description of Services:	Hydraulic Hoses and Fittings
Contractor Name:	Brian J. Mead


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:	PRESIDENT		
Signature of Employee:		Date:	May 16, 2013
Employee's Printed Name:	BRIAN J. MEAD		


(Witness Signature)



(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JSD0217

- 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:	Brian J. Mead		
Signature of Officer or Authorized Representative:		Date:	May 16, 2013
Printed Name:	BRIAN J. MEAD		
Title:	PRESIDENT		

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

SOLICITATION NUMBER: JSD0217

PROJECT NAME: Hydraulic Hoses and Fittings

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.

CAPITO BEARING

Company Name

BRIAN J. MEAL - PRESIDENT

Name and Title of Authorized Representative (Print or Type)

Brian J. Meal

Signature

5/16/13

Date

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

(Please duplicate as needed)

SOLICITATION NUMBER: JSD0217

PROJECT NAME: Hydraulic Hoses and Fittings

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	CAPITAL BEARING		
Address	744C AIRPORT BLVD.		
City, State Zip	AUSTIN, TX 78702		
Phone	512 385-9500	Fax Number	385-9509
Name of Contact Person	BRIAN J. MEAD		
Is company City certified?	Yes <input checked="" 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.

Brian J. Mead - President
Name and Title of Authorized Representative (Print or Type)
Brian J. Mead
Signature

5/16/13
Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



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

FROM: Jeff Dilbert, Corporate Purchasing Manager
DATE: 4/27/2013

SUBJECT: Request for Determination of Goals for Solicitation No. JSD0217
Project Name: Hydraulic Hoses and Fittings
Commodity 06061
Code(s):
Estimated Value: \$ \$75,000 annually

☐ The Purchasing Office has determined that Goals may be appropriate for this solicitation.

This determination is based on the following reasons:

The Departmental Point of Contact is: _____ at Phone: _____

☒ The Purchasing Office has determined that Goals are not appropriate for this solicitation.

This determination is based on the following reasons: No subcontracting opportunities

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 974-2021

☐ Approved ☐ Not Approved

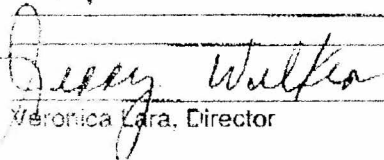
Recommend the use of the following goals based on the below reasons:

a. Goals: _____ % MBE _____ % WBE

b. Subgoals _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons: There were no subcontracting opportunities identified


Veronica Lara, Director

Date: 5-7-13

cc: Lorena Resendiz