CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ACM Body & Frame, Inc. ("Contractor")
for
Auto Body Repair Services with Associated Parts
MA 7800 NA190000161

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 ACM Body & Frame, Inc. having offices at 2407 S. IH-35, Suite 120, San Marcos, TX 78666 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7800 JRH1010.

1.1 **This Contract is composed of the following documents:**

1.1.1 This document

1.1.2 The City's Solicitation, IFB 7800 JRH1010 including all documents incorporated by reference

1.1.3 ACM Body & Frame, Inc. Offer, dated March 5, 2019, 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 document

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 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two (2) additional 12-month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any 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 for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractors shall be paid a total not-to-exceed amount of $3,026,195 divided among the Contractors for the initial Contract term, and $1,008,731 for each extension option, for a total contract amount not-to-exceed $5,043,657. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **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

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

ACM BODY & FRAME, INC.	**CITY OF AUSTIN**
ALLEN BERRY	~~John Hilbun~~ Erin Vincent
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
PRESIDENT	~~Contract Mgmt Specialist IV~~ Procurement Supervisor
Title:	Title:
6/13/2019	6.21.19
Date:	Date:

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: IFB 7800 JRH1010

DATE ISSUED: February 11, 2019

REQUISITION NO.: RQM 7800 18090600752

COMMODITY/SERVICE DESCRIPTION: Automotive Body Repair Services with Associated Parts

COMMODITY CODE: 06022, 92819

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

John Hilbun
Contract Mgmt Specialist IV

Phone: (512) 974-1054
E-Mail: john.hilbun@austintexas.gov

BID DUE PRIOR TO: 2:00 PM CST March 7, 2019

BID OPENING TIME AND DATE: 3:00 PM CST March 7, 2019

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1010	Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1010
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	7
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to john.hilbun@austintexas.gov at least seven (7) calendar days before the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

   Alternate Offers will be considered.

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

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

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

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

         OR

         PURInsuranceCompliance@austintexas.gov

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:

(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Garage Liability Coverage**: The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of $500,000 Auto Only / $500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation
(b) Thirty (30) days Notice of Cancellation
(c) The City of Austin listed as an additional insured

v. **Property Coverage**: The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be $100,000 with the ability to be increased to $500,000 during the Contract term.

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

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

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

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

4. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any 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 for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the address listed on the individual delivery order(s).

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

C. The Contractor shall provide an itemized invoice to the Accident Repair Coordinator or their designee, upon completion of each repair. The invoice shall include the following information.

i. Date the City authorized repairs
ii. List of repairs made
iii. Date repairs were completed
iv. Itemized list of parts and other products used for the repairs
v. Number of labor hours associated with each type of labor for the repairs
vi. The vehicle identification number (license plate, VIN, or unit number)

7. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced

product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

8. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based should be submitted with the Offer. All price lists identified in the Offer should clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

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

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

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

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:
http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) 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.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. 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.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror 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 Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify 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

12. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to the Fleet Services and Aviation Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

B. Contractor personnel will be required to check in with City personnel when entering or leaving the building Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
   (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

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

Weight of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SETD01	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Motor Vehicle Body Work	
This Index shall apply to the following items of the Bid Sheet: Repair Services	

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

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

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

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Molly Strickland, Contract Management Specialist

Fleet Services Department

512-974-1749, molly.strickland@austintexas.gov

*Note: 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 OFFICE
SECTION 0500: SCOPE OF WORK
IFB 7800 JRH1010: AUTOMOTIVE BODY REPAIR SERVICES with ASSOCIATED PARTS
Version 1.1 02/28/2019

1. PURPOSE

1.1 The City of Austin (City) seeks to establish Contracts to provide automotive body repair services with associated parts for City vehicles.

2. DEFINITIONS

2.1. Group 1 vehicles are categorized as Light Duty Vehicles such as cars and light trucks with a Gross Vehicle Weight Rating of up to 14,000 pounds or up to 24 feet in length.

2.2. Group 2 vehicles are categorized as Medium Duty and Heavy Duty Vehicles with a Gross Vehicle Weight Rating greater than 14,000 pounds or more than 24 feet in length.

2.3. Expedited Services is a term used when the City requires priority repair services for City-owned vehicles and/or equipment.

2.4. Off-shift hours are defined as any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.

2.5. Repairs means to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.

2.6. Emergency Services means services provided by the contractor during an emergency or major disaster to repair City vehicles and/or equipment ahead of all other vehicles and/or equipment at the Contractor's facility.

2.7. Inter-Industry Conference on Automotive Collision Repair (I-CAR) is an international not-for-profit organization which provides information, professional training and certification for Auto Body Repair Technicians in the industry.

2.8. Automotive Service Excellence (ASE) is an organization whose purpose is to provide training by the National Institute for Automotive Service Excellence to improve the quality of vehicle repair and service by testing and certifying automotive professionals.

2.09 Total Loss means that the cost to repair a vehicle to its pre-damaged state exceeds the cost of the vehicles' worth or actual cash value.

2.10 High Quality means that the damaged area of the vehicle has been returned to the condition it was in prior to the accident with bodywork and paint free defects.

2.11 Emergency Vehicles are defined as marked and unmarked police vehicles, ambulances, fire response vehicles, and other vehicles specified by the City as an emergency vehicle.

2.12 Process means that the vehicle is towed or delivered to the vendor, is evaluated for damage, and a cost estimate is given to the Accident Repair Coordinator with an estimated time of completion.

3. CONTRACTOR QUALIFICATIONS

3.1. The Contractor shall be an established, operational automotive body repair facility regularly engaged in the business of providing automotive body repair services as specified herein for a minimum of three (3) consecutive years within the last five (5) years.

3.2. The Contractor shall have an automotive body repair facility for the vehicles specified herein equipped with all tools, diagnostic equipment, collision estimating software, and supplies necessary to complete repairs. In order to minimize downtime of City vehicles, the City prefers repair facilities to be located within 40 miles of the Texas State Capitol.

3.3. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City vehicles and equipment at the Contractor's location.

3.4. The Contractor's automotive body repair facility shall be I-CAR or ASE certified, except heavy truck shops. Documentation of certification should be provided with the bid.

3.5. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on the vehicles and equipment specified herein. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years working on the vehicles and equipment specified herein. Training certificates and/or documentation shall be provided to the City within five (5) calendar days after written request.

3.6. The Contractor shall have the following personnel and fully-operational equipment at its facility:

3.6.1 A paint booth that is in compliance with all applicable laws and regulations, whether federal, state, or local. The paint booth shall be large enough to completely enclose the vehicle being painted. The total facility shall conform to all applicable City, County and Federal codes.

3.6.2 A unibody dedicated bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. Suitable equipment shall be in place for Group 2 vehicles – Heavy Trucks.

3.6.3 An air conditioning refrigerant recycling and charging station. Alternatively, this function may be subcontracted to a facility having this equipment. The Contractor's or Subcontractor's personnel shall be certified to use this equipment. This equipment shall meet all state and federal requirements for refrigerant recycling. Documentation of certification should be provided to the City with the bid.

3.6.4 Realignment equipment for all vehicles in need of adjustment. The equipment shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. If this work is to be subcontracted, the Contractor shall ensure the proper equipment and trained personnel are available to work on the City's vehicles. A printout of the readings after the alignment shall be provided with each repair order.

3.6.5 Metal Inert Gas (MIG) Welding plus other electric or spot welding equipment for body welding. Gas welding is not an acceptable alternative. The Contractor shall disconnect vehicle computer systems from the vehicle before any welding is done. The Contractor shall replace, at Contractor's expense, any on-board computers damaged by not disconnecting the computers before performing any welding operations.

3.7 The Contractor shall have a repair facility that separates steel body repairs from aluminum body repairs to prevent cross contamination between the two metals which would result in damage to a vehicle and its finish.

3.8 Licenses and Exemptions: In order to be awarded a contract, bidders should provide with the bid, proof in writing that they have, in full force and effect, all licenses and/or exemptions required by federal, state, and local governments for the conduct of vehicle body repair and painting services. Bidders without required licenses or exemptions shall be prepared to demonstrate that they are not legally required for the operation of the facility. These licenses and/or exemptions include at a minimum, the following (additional licenses and exemptions may be required by federal, state and/or local laws, regulations and policies):

3.8.1 Federal

3.8.1.1 EPA Waste Generation Permit
3.8.1.2 Federal Tax ID Number

3.8.2 State

3.8.2.1 State Tax ID Number
3.8.2.2 Texas Commission on Environmental Quality for air emissions

3.8.3 Local

3.8.3.1 Local fire department paint booth permit
3.8.3.2 Local fire department fire suppressant system permit
3.8.3.3 Local jurisdiction permit for exhaust stacks
3.8.3.4 Local jurisdiction hazard waste Permit

4. CONTRACTOR'S RESPONSIBILITIES FOR REPAIR SERVICES

4.1. For Group 1 vehicles, the Contractor shall have the ability to process a maximum number of 25 vehicles concurrently.

4.2. For Group 2 vehicles, the Contractor shall have the ability to process a maximum number of 10 vehicles concurrently.

4.3. The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the repairs described herein. Contractor shall perform all repairs according to the manufacturer's recommended repair techniques and standards. If there are no repair techniques recommended by the manufacturer, the I-CAR repair procedures are to be used.

4.4. The Contractor shall perform all repairs, whether to steel bodies or aluminum bodies or parts, to manufacturer specifications.

4.5. The City prefers all mechanical and alignment services be completed on the Contractor's premises in order to reduce down time of City vehicles. If Subcontractors are used, they shall comply with contract specifications as specified herein, and pricing as specified on the 0600 Bid Sheet.

4.6. For repairs to any City vehicle, the City reserves the right to furnish a replacement part to the Contractor for installation.

4.7. The Contractor shall perform all repair services on the Contractor's premises, or the Subcontractor's premises when applicable.

4.8. The Contractor shall provide a point of contact for receiving orders from the City within five (5) working days after contract award. A City representative from the Fleet Services Accident Repair Division will contact the Contractor by e-mail or telephone to place an order for repairs.

4.9. The Contractor shall pick up and/or return all City vehicles to and/or from the Contractor's premises where the repair services will be completed, except as specified herein. Vehicles in need of repair(s) shall be picked up within one (1) working day after notification and returned within one (1) working day after completion of the repair(s).

4.10. On occasion, the City will provide transportation for vehicles to the Contractor's premises. Upon completion of repairs, the Contractor shall deliver the vehicles back to the City within one (1) working day after completion of the repair(s) unless otherwise specified in the delivery order.

4.11. The Contractor shall diagnose the vehicle for repairs and provide a written cost estimate to the Accident Repair Coordinator or their designee within two (2) working days after taking possession of the vehicle. The written cost estimate shall include:

4.11.1. The correction or repair needed
4.11.2. Estimated labor hours and cost
4.11.3. Description and cost of parts

4.11.4. Total cost to complete repair services
4.11.5. Total amount of time needed to complete repairs
4.11.6. The vehicle or equipment identification number (license plate, VIN or unit number)

4.12. The Accident Repair Coordinator or their designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization will include a unique delivery order number. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.

4.13. The Contractor shall submit a new cost estimate if the cost of the necessary repairs increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional repairs and costs and shall be submitted to the Accident Repair Coordinator or their designee for written (e.g. email) approval prior to performing the hidden damage repairs.

4.14. After receipt of written approval to proceed with the repairs from the Accident Repair Coordinator or their designee, the Contractor shall complete the repairs within the timeframe specified in the estimate. If more time is required to complete the necessary repairs, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The Accident Repair Coordinator or their designee must approve the Contractor's request for extension in writing (e.g. email).

4.15. Upon receipt of the repaired vehicle, the Accident Repair Coordinator or their designee will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, the City detects deficiencies, the City will reject the repairs and the Contractor shall be required to make the necessary adjustments or correct the repairs at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor shall arrange for pickup of the vehicle within one (1) working day of notification. Contractor shall complete corrective work within one (1) working day unless the Accident Repair Coordinator or their designee approves additional time in writing (e.g. email).

4.16. The Contractor shall anticipate that the City will test and/or inspect all repairs during the term of the Contract. The City reserves the right to conduct any tests or inspections deemed necessary to ensure repairs and parts conform to the vehicle 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 manufacturer's specifications, and are fit for their intended use.

4.17. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City vehicles, equipment, buildings, and/or property. The Contractor shall repair any damage at its own expense.

4.18. The Contractor shall be responsible for risk of loss or damage to all vehicles, equipment and/or parts in the care, custody, and control of the Contractor until accepted by the Accident Repair Coordinator or their designee.

4.19. The Contractor shall return all non-usable cores to the Accident Repair Coordinator or their designee, upon completion of each repair, if cores are applicable to the repair. The Contractor shall not charge the City for usable cores from City vehicles or equipment repaired at the Contractor's facility.

4.20. The Contractor shall provide the parts removed during repair of the vehicle for verification purposes upon request by the Accident Repair Coordinator or their designee.

4.21. The Contractor shall provide a 12-month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the Accident Repair Coordinator or their designee with each delivery.

4.22. The Contractor shall notify the Contract Manager and the Accident Repair Coordinator or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding all parts used. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

4.23. The City reserves the right to have emergency vehicles repaired outside of the contract depending on the nature of the damage to the vehicles since these vehicles contain equipment or structural features which are proprietary and complex.

4.24. The Contractor shall provide a written statement of total loss to the City for vehicles that are totaled out. Periodically, the Accident Repair Coordinator or designee will require the Contractor to provide an on-site damage estimate. The Contractor may charge a flat fee for this service as indicated on the bid sheet, Section 0600. Alternatively, the City reserves the option of seeking the opinion of an independent adjuster at its own expense.

4.25. The Contractor shall provide “Expedited Services” when specified in the delivery order. The Contractor may assess a flat dollar amount per vehicle or equipment repair for “Expedited Services” as specified on the Bid Sheet, Section 0600. The Contractor shall note Expedited Services on the invoice when authorized by the City.

4.26. The Contractor shall provide upon request, a monthly and/or yearly report of all repairs performed for Fleet Services.

4.26.1. The report shall itemize repairs by date, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and the repaired vehicle or equipment identification number (license plate, VIN or unit number).

4.26.2. The City prefers that the report be in an electronic format or other City-approved format that may be sorted.

5. CONTRACTOR’S RESPONSIBILITIES FOR PARTS

5.1 All Parts

5.1.1 The Contractor shall provide OEM parts if specified herein. If OEM parts are not available, any parts that are not OEM shall be approved by the Accident Repair Coordinator or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer’s parts originally installed on the respective unit.

5.1.2 The Contractor shall provide new parts, except for core components on renewed assemblies. Parts shall meet all applicable federal, state and local requirements for quality and safety.

5.1.2.1. Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.

5.1.2.2. Remanufactured or rebuilt parts may be used if new parts are not available or if Fleet Services requests them in writing (e.g. email).

5.1.2.3. Any remanufactured or rebuilt parts shall be approved by the Accident Repair Coordinator or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer’s parts originally installed on the respective vehicle or equipment.

5.2 Parts Associated with Repairs

5.2.1 The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed repairs within the timeframe stipulated in this Scope of Work.

5.2.2 Sheet metal parts shall be after-market where possible. If OEM sheet metal parts are quoted, the reason for their use shall be noted on the estimate and on the invoice.

5.2.3 The Contractor warrants that all 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.

5.2.3.1 The warranty period for all parts shall start when the Contractor installs the part on the vehicle or equipment as evidenced by the Contractor's invoice for repair services.

5.2.3.2 This warranty shall provide for replacement parts and shall include pick up and return of the vehicle or equipment, removal of the defective part and installation of the replacement part at no additional cost.

5.2.3.3 The Contractor further warrants that the parts installed under this Contract will not void any existing vehicle, equipment or manufacturer's warranties.

5.2.3.4 The Contractor shall provide a copy of the manufacturer's parts warranty to the Accident Repair Coordinator or their designee with each delivery.

5.2.4 The Contractor shall provide, upon request, a monthly and/or yearly report of all parts associated with repairs purchased by Fleet Services. The report shall itemize parts by date installed, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased. The City prefers that the report be in an electronic format or other City-approved format that may be sorted.

6. WORK HOURS

The City will not pay additional charges for repairs and/or services performed during off-shift hours.

7. PICKUP AND 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 51 in Section 0300 for City Holidays).

8. MILEAGE

Mileage is not reimbursable, and the Contractor shall not bill for mileage. However, the Contractor may charge one flat fee as indicated on the Section 0600 Bid Sheet for pickup and delivery of City vehicles or equipment for repair on the Contractor's premises.

9. INSPECTION

The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's parts inventory and/or repair facility.

10. EMERGENCY SERVICES

10.1 This contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

10.2 In the event of an emergency or major disaster, the contractor and all subcontractors shall provide "Emergency Services" when requested by the Fleet Officer or their designee.

10.2.1 Contractor and all subcontractors shall agree to follow the direction of the Fleet Officer, or their designee, to assure that repairs are made when the City requires them.

10.2.2 Contractor and all subcontractors will consider City orders a priority that take precedent over any other orders.

10.3 The Contractor shall provide, to the Fleet Contract Manager, within five (5) working days after Contract award, the name, phone number and email address of a primary emergency point of contact that is available 24/7. The Contractor shall confirm or update the point of contact information in writing annually on the anniversary date of Contract award.

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance. In addition to these references, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers within five (5) calendar days after written request by the City. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.

1. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

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

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

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

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

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

   Email Address _____

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 compliant, 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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

   Answer: _____

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

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

   Answer: _____ Which State: _____

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

   Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:
a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**
Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	☐ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

_____ _____

Name and Title of Authorized Representative (Print or Type) Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

_____ _____

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

_____ _____

Director/Assistant Director or Designee Date

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: IFB 7800 JRH1010

DATE ISSUED: February 11, 2019

REQUISITION NO.: RQM 7800 18090600752

COMMODITY/SERVICE DESCRIPTION: Automotive Body Repair Services with Associated Parts

COMMODITY CODE: 06022, 92819

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

John Hilbun
Contract Mgmt Specialist IV

Phone: (512) 974-1054
E-Mail: john.hilbun@austintexas.gov

BID DUE PRIOR TO: 2:00 PM CST March 7, 2019

BID OPENING TIME AND DATE: 3:00 PM CST March 7, 2019

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1010	Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1010
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	7
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

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

Company Name: ACM Body & Frame, Inc.

Company Address: 2407 S. IH35 Suite 120

City, State, Zip: San Marcos, TX 78666

Vendor Registration No. ACM 8300211

Printed Name of Officer or Authorized Representative: Allen Berry

Title: President

Signature of Officer or Authorized Representative:

Date: 3/5/19

Email Address: AcmBody@centurytel.net

Phone Number: (512) 392-2639

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

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

BID SHEET
CITY OF AUSTIN
AUTO BODY REPAIR SERVICES WITH ASSOCIATED PARTS

SOLICITATION NO.: **IFB 7800 JRH1010**

BUYER: **John Hilbun**

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The City intends to award Group 1 and Group 2 to separate vendors. A vendor may be awarded Group 1 or Group 2, but not both.

If a single vendor submits bids for Group 1 and Group 2, and are the low bidder for both, the City may determine which Group is awarded to this bidder, and the second low bidder would be awarded the other Group.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

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. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

GROUP 1 VEHICLES

SECTION 1A -- HOURLY LABOR RATE STEEL BODIES - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)
Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1A	**Body Labor**	HOUR	1,000		
1.2A	**Mechanical Labor**	HOUR	400		
1.3A	**Refinish Labor**	HOUR	850	NO BID	
1.4A	**Glass Labor**	HOUR	300		
1.5A	**Frame Labor**	HOUR	700		
1.6A	**Paint Materials**	HOUR	850		
				SUBTOTAL FOR SECTION 1A =	

SECTION 1B -- HOURLY LABOR RATE ALUMINUM BODIES - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)
Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1B	**Body Labor**	HOUR	200		
1.2B	**Mechanical Labor**	HOUR	100		
1.3B	**Refinish Labor**	HOUR	200	NO BID	
1.4B	**Glass Labor**	HOUR	100		
1.5B	**Frame Labor**	HOUR	200		
1.6B	**Paint Materials**	HOUR	200		
				SUBTOTAL FOR SECTION 1B =	
				TOTAL EXTENDED PRICE FOR SECTION 1A & 1B =	

SECTION 1C -- MATERIALS PRICING - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)
The City estimates an annual spending need of $187,500 for Auto body repair parts.

The percentage markup to costs listed shall be the minimum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs off a price list as indicated below. The percentage markup to costs given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup rates and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a zero percent (0%) markup or discount. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

The funding amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
1.1C	Percent Markup to Dealer Cost	$187,500.00	NO BID	

TOTAL EXTENDED PRICE FOR CATEGORIES 1A THROUGH 1C =	

SECTION 1D -- MISCELLANEOUS COSTS - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1D	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	EA	180		
1.2D	ON-SITE DAMAGE ESTIMATE	EA	10	NO BID	
1.3D	FLAT FEE FOR EXPEDITED SERVICES	EA	15		
				TOTAL EXTEND PRICE FOR SECTION 1D =	

SECTION 1E - SUBCONTRACTING COSTS - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	EXTENDED PRICE
1.1E	MARKUP TO SUBCONTRACTING COSTS (Including towing, OEM electrical diagnostics, airbag repair)	$15,000.00	$ 15,000.00
		TOTAL EXTEND PRICE FOR SECTIONS 1A - 1E =	$ 15,000.00

GROUP 2 VEHICLES

SECTION 2A -- HOURLY LABOR RATE STEEL BODIES - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)
Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1A	Body Labor	HOUR	800	$55.00	$44,000.00
2.2A	Mechanical Labor	HOUR	400	$65.00	$26,000.00
2.3A	Refinish Labor	HOUR	800	$55.00	$44,000.00
2.4A	Glass Labor	HOUR	400	$55.00	$22,000.00
2.5A	Frame Labor	HOUR	800	$70.00	$56,000.00
2.6A	Paint Materials	HOUR	800	$34.00	$27,200.00
				SUBTOTAL FOR SECTION 2A =	$219,200.00

SECTION 2B -- HOURLY LABOR RATE ALUMINUM BODIES - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)
Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE

2.1B	Body Labor	HOUR	200	$60.00	$12,000.00
2.2B	Mechanical Labor	HOUR	100	$65.00	$6500.00
2.3B	Refinish Labor	HOUR	200	$55.00	$11,000.00
2.4B	Glass Labor	HOUR	100	$55.00	$5,500.00
2.5B	Frame Labor	HOUR	200	$70.00	$14,000.00
2.6B	Paint Materials	HOUR	200	$34.00	$6,800.00
				SUBTOTAL FOR SECTION 2B =	$55,800.00
				TOTAL EXTENDED PRICE FOR SECTION 2A & 2B =	$275,000.00

SECTION 2C -- MATERIALS PRICING - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)
The City estimates an annual spending need of $187,500 for Auto body repair parts.

The percentage markup to costs listed shall be the minimum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs off a price list as indicated below. The percentage markup to costs given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup rates and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a zero percent (0%) markup or discount. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

The funding amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2.1C	Percent Markup to Dealer Cost	$187,500.00	25 %	$234,375.00
			TOTAL EXTENDED PRICE FOR CATEGORIES 2A THRU 2C =	$509,375.00

SECTION 2D -- MISCELLANEOUS COSTS - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1D	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	EA	180	$30.00	$5,400.00
2.2D	ON-SITE DAMAGE ESTIMATE	EA	10	Ø	Ø
2.3D	FLAT FEE FOR EXPEDITED SERVICES	EA	15	Ø	Ø
				TOTAL EXTEND PRICE FOR SECTION 2D =	$5,400.00

SECTION 2E - SUBCONTRACTING COSTS - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	EXTENDED PRICE
2.1E	MARKUP TO SUBCONTRACTING COSTS (Including towing, OEM electrical diagnostics, airbag repair)	$15,000.00	$ 15,000.00
		TOTAL EXTEND PRICE FOR SECTIONS 2A - 2E =	$ 15,000.00

SECTION 3 -- CONFIRMATION OF REQUIREMENTS

ITEM NO.	ITEM DESCRIPTION	
3.1	How many City vehicles can your facility accommodate per week?	12 NUMBER OF VEHICLES
3.2	How many ASE or I-CAR certified technicians do you have?	2 NUMBER OF Certified TECHNICIANS
3.3	Do the service technicians have three years of hands-on experience in the last five years?	X YES ○ NO

3.4	Is your Repair Facility able to provide expedited repairs?	X YES ○ NO
3.5	State the distance your Repair Facility is to the Texas State Capitol.	34 MILES
3.6	Is your Repair Facility able to provide alignment and mechanical repairs in-house?	X YES ○ NO

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED	
DELIVERY METHOD:	☐ COMMON CARRIER (FedEx,UPS) X VENDOR DELIVERY 4 CDL Drivers
COMPANY NAME:	ACM Body & Frame, Inc.
EMAIL ADDRESS:	ACMBody@Centurytel.net

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to john.hilbun@austintexas.gov at least seven (7) calendar days before the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

   Alternate Offers will be considered.

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

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

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

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

         OR

         PURInsuranceCompliance@austintexas.gov

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:

(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.
(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Garage Liability Coverage**: The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of $500,000 Auto Only / $500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation
(b) Thirty (30) days Notice of Cancellation
(c) The City of Austin listed as an additional insured

v. **Property Coverage**: The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be $100,000 with the ability to be increased to $500,000 during the Contract term.
(1) City of Austin shall be added as a loss payee.

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

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

4. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any 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 for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the address listed on the individual delivery order(s).

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

C. The Contractor shall provide an itemized invoice to the Accident Repair Coordinator or their designee, upon completion of each repair. The invoice shall include the following information.

i. Date the City authorized repairs
ii. List of repairs made
iii. Date repairs were completed
iv. Itemized list of parts and other products used for the repairs
v. Number of labor hours associated with each type of labor for the repairs
vi. The vehicle identification number (license plate, VIN, or unit number)

7. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced

product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

8. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based should be submitted with the Offer. All price lists identified in the Offer should clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

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

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

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

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:
http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation)** with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) 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.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. 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.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror 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 Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify 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

12. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to the Fleet Services and Aviation Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

B. Contractor personnel will be required to check in with City personnel when entering or leaving the building Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
   (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

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

Weight of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SETD01	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Motor Vehicle Body Work	
This Index shall apply to the following items of the Bid Sheet: Repair Services	

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

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

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

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Molly Strickland, Contract Management Specialist

Fleet Services Department

512-974-1749, molly.strickland@austintexas.gov

*Note: 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.

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: IFB 7800 JRH1010 **Addendum No: 1** **Date of Addendum: February 28, 2019**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Changes:** Section 0500 – Scope of Work has been modified and replaced. The following language has been added or modified:

Section 0500, Para. 2.11 has been replaced with the following:

2.11 Emergency Vehicles are defined as marked and unmarked police vehicles, ambulances, fire response vehicles, and other vehicles specified by the City as an emergency vehicle.

Section 0500, Para. 2.12 has been added:

2.12 Process means that the vehicle is towed or delivered to the vendor, is evaluated for damage, and a cost estimate is given to the Accident Repair Coordinator with an estimated time of completion.

Section 0500, Para. 4.1 has been added:

4.1 For Group 1 vehicles, the Contractor shall have the ability to process a maximum number of 25 vehicles concurrently.

Section 0500, Para. 4.2 has been added:

4.2 For Group 2 vehicles, the Contractor shall have the ability to process a maximum number of 10 vehicles concurrently.

Section 0500, Para. 10. has been replaced with the following:

10. EMERGENCY SERVICES

10.1 This contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

10.2 In the event of an emergency or major disaster, the contractor and all subcontractors shall provide "Emergency Services" when requested by the Fleet Officer or their designee.

10.2.1 Contractor and all subcontractors shall agree to follow the direction of the Fleet Officer, or their designee, to assure that repairs are made when the City requires them.

10.2.2 Contractor and all subcontractors will consider City orders a priority that take precedent over any other orders.

10.3 The Contractor shall provide, to the Fleet Contract Manager, within five (5) working days after Contract award, the name, phone number and email address of a primary emergency point of contact that is available 24/7. The Contractor shall confirm or update the point of contact information in writing annually on the anniversary date of Contract award.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

ALLEN BERRY
Name

Authorized Signature

3/5/19
Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ACM Body & Frame, Inc.	
Physical Address	2407 S. IH35 Suite 120 San Marcos, TX 78666	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No
	We Currently have several employees that live in Austin.	

SUBCONTRACTOR(S):

Name of Local Firm	Atlas Spring & Alignment Service	
Physical Address	3535 E. 7th St. Austin, TX 78702	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

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

SUBCONTRACTOR(S):

Name of Local Firm	Kyrish Truck Center of Austin	
Physical Address	4711 E. 7th Street Austin, Tx. 78702	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Jesse Price	ACM	Prime	$1,100 wk	G. M.
Cathy Davis	ACM	Prime	$700 wk	A. R.
Sandra Berry	ACM	Prime	$900 wk	A. P.
Tomas Deciga	ACM	Prime	35% comm	Painter
Hugo Garcia	ACM	Prime	35% comm	Body Tech
Alfonso Jaco	ACM	Prime	35% comm	Body Tech

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: ACM Body & Frame, Inc.

Signature of Officer or Authorized Representative: _____ Date: 3/5/19

Printed Name: Allen Berry

Title: President

Section 0835: Non-Resident Bidder Provisions

Company Name ACM Body & Frame, Inc.

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

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

Answer: Resident Bidder

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

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

Answer: NO Which State: _____

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

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/ WBE)
PROCUREMENT PROGRAM
Subcontracting/ Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/ WBE) Procurement Program (Program), Chapters 2-9A/ B/ C/ D of the City Code and M/ WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/ WBE Subcontractor/ Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/ subconsultant opportunities and/ or insufficient availability of M/ WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/ WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:
a) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/ Sub-consultants.**
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/ Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**
Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/ Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/ Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	ACM Body & Frame, Inc.		
City Vendor ID Code	ACM 8300211		
Physical Address	2407 S. IH35 Suite 120		
City, State Zip	San Marcos, Tx 78666		
Phone Number	512 392-2639	Email Address	AcmBody@centurytel.net
Is the Offeror City of Austin M/ WBE certified?	☒ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/ WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/ WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/ Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/ Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/ WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/ Sub-Consulting Utilization Plan,** it is a violation of the City's M/ WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/ Sub-Consulting Utilization Plan,** it is a violation of the City's M/ WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

ALLEN BERRY PRESIDENT — 3/5/19

Name and Title of Authorized Representative (Print or Type) — Signature/ Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/ WBE)
PROCUREMENT PROGRAM
Subcontracting/ Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/ WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/ WBE Subcontractor/ Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/ WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/ WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/ WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/ Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/ Sub-Consulting Utilization Plan (completed)

☒ **I intend to use NON-CERTIFIED Subcontractor/ Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/ WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/ WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/ Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/ Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST —

When using NON-CERTIFIED Subcontractor/ Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/ WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/ WBE firms.** Offerors shall contact all of the M/ WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/ WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/ or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/ WBE)
PROCUREMENT PROGRAM
Subcontracting/ Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

☐ **Follow up with responding M/ WBE firms.** Offeror shall follow up with all M/ WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/ or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/ social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/ women contractors/ trade group(s); local, state, and federal minority persons/ women business assistance office(s); and other organizations to help solicit M/ WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/ or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/ WBE)
PROCUREMENT PROGRAM
Subcontracting/ Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/ Sub-consultant		
City of Austin Certified	☐ MBE ☐ WBE Ethnic/ Gender Code:	☐ NON-CERTIFIED
Company Name		
Vendor ID Code		
Contact Person	Phone Number:	
Additional Contact Info	Fax Number:	E-mail:
Amount of Subcontract	$	
List commodity codes & description of services		
Justification for not utilizing a certified MBE/ WBE		

Subcontractor/ Sub-consultant		
City of Austin Certified	☐ MBE ☐ WBE Ethnic/ Gender Code:	☐ NON-CERTIFIED
Company Name		
Vendor ID Code		
Contact Person	Phone Number:	
Additional Contact Info	Fax Number:	E-mail:
Amount of Subcontract	$	
List commodity codes & description of services		
Justification for not utilizing a certified MBE/ WBE		

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/ B/ C/ D, as amended.

_____ _____

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/ Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

_____ _____

Director/ Assistant Director or Designee Date

Section 0700: Reference Sheet

Responding Company Name ACM Body & Frame, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance. In addition to these references, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers within five (5) calendar days after written request by the City. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.

1. Company's Name: San Antonio ISD
   Name and Title of Contact: Mike Flores
   Project Name: Auto, Truck, Bus Body Repair & Painting
   Present Address: 1103 Austin Street
   City, State, Zip Code: San Antonio, TX 78208
   Telephone Number: (210) 223-3929 Fax Number (210) 223-5491
   Email Address: mflores70@SAISD.net

2. Company's Name: Northside ISD
   Name and Title of Contact: Harvey Quintero
   Project Name: Auto, Truck, Bus Body Repair & Painting
   Present Address: 14173 Old F.M. 471
   City, State, Zip Code: San Antonio, TX 78253
   Telephone Number: (210) 825-2985 Fax Number (210) 257-2830
   Email Address: Xavier.Quintero@NISD.net

3. Company's Name: Austin ISD
   Name and Title of Contact: Joe Molina
   Project Name: Auto, Truck, Bus Body Repair & Painting
   Present Address: 3300 Jones Road
   City, State, Zip Code: Austin, TX 78745
   Telephone Number: (512) 944-4403 Fax Number (512) 414-6510
   Email Address: Joe.molina@AustinISD.org

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 compliant, 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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

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

Dated this 5th day of MARCH, 2019

CONTRACTOR ACM BODY & FRAME INC.

Authorized Signature

Title PRESIDENT

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
IFB 7800 JRH1010: AUTOMOTIVE BODY REPAIR SERVICES with ASSOCIATED PARTS
Version 1.1 02/28/2019

1. PURPOSE

1.1 The City of Austin (City) seeks to establish Contracts to provide automotive body repair services with associated parts for City vehicles.

2. DEFINITIONS

2.1. Group 1 vehicles are categorized as Light Duty Vehicles such as cars and light trucks with a Gross Vehicle Weight Rating of up to 14,000 pounds or up to 24 feet in length.

2.2. Group 2 vehicles are categorized as Medium Duty and Heavy Duty Vehicles with a Gross Vehicle Weight Rating greater than 14,000 pounds or more than 24 feet in length.

2.3. Expedited Services is a term used when the City requires priority repair services for City-owned vehicles and/or equipment.

2.4. Off-shift hours are defined as any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.

2.5. Repairs means to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.

2.6. Emergency Services means services provided by the contractor during an emergency or major disaster to repair City vehicles and/or equipment ahead of all other vehicles and/or equipment at the Contractor's facility.

2.7. Inter-Industry Conference on Automotive Collision Repair (I-CAR) is an international not-for-profit organization which provides information, professional training and certification for Auto Body Repair Technicians in the industry.

2.8. Automotive Service Excellence (ASE) is an organization whose purpose is to provide training by the National Institute for Automotive Service Excellence to improve the quality of vehicle repair and service by testing and certifying automotive professionals.

2.09 Total Loss means that the cost to repair a vehicle to its pre-damaged state exceeds the cost of the vehicles' worth or actual cash value.

2.10 High Quality means that the damaged area of the vehicle has been returned to the condition it was in prior to the accident with bodywork and paint free defects.

2.11 Emergency Vehicles are defined as marked and unmarked police vehicles, ambulances, fire response vehicles, and other vehicles specified by the City as an emergency vehicle.

2.12 Process means that the vehicle is towed or delivered to the vendor, is evaluated for damage, and a cost estimate is given to the Accident Repair Coordinator with an estimated time of completion.

3. CONTRACTOR QUALIFICATIONS

3.1. The Contractor shall be an established, operational automotive body repair facility regularly engaged in the business of providing automotive body repair services as specified herein for a minimum of three (3) consecutive years within the last five (5) years.

3.2. The Contractor shall have an automotive body repair facility for the vehicles specified herein equipped with all tools, diagnostic equipment, collision estimating software, and supplies necessary to complete repairs. In order to minimize downtime of City vehicles, the City prefers repair facilities to be located within 40 miles of the Texas State Capitol.

3.3. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City vehicles and equipment at the Contractor's location.

3.4. The Contractor's automotive body repair facility shall be I-CAR or ASE certified, except heavy truck shops. Documentation of certification should be provided with the bid.

3.5. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on the vehicles and equipment specified herein. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years working on the vehicles and equipment specified herein. Training certificates and/or documentation shall be provided to the City within five (5) calendar days after written request.

3.6. The Contractor shall have the following personnel and fully-operational equipment at its facility:

3.6.1 A paint booth that is in compliance with all applicable laws and regulations, whether federal, state, or local. The paint booth shall be large enough to completely enclose the vehicle being painted. The total facility shall conform to all applicable City, County and Federal codes.

3.6.2 A unibody dedicated bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. Suitable equipment shall be in place for Group 2 vehicles – Heavy Trucks.

3.6.3 An air conditioning refrigerant recycling and charging station. Alternatively, this function may be subcontracted to a facility having this equipment. The Contractor's or Subcontractor's personnel shall be certified to use this equipment. This equipment shall meet all state and federal requirements for refrigerant recycling. Documentation of certification should be provided to the City with the bid.

3.6.4 Realignment equipment for all vehicles in need of adjustment. The equipment shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. If this work is to be subcontracted, the Contractor shall ensure the proper equipment and trained personnel are available to work on the City's vehicles. A printout of the readings after the alignment shall be provided with each repair order.

3.6.5 Metal Inert Gas (MIG) Welding plus other electric or spot welding equipment for body welding. Gas welding is not an acceptable alternative. The Contractor shall disconnect vehicle computer systems from the vehicle before any welding is done. The Contractor shall replace, at Contractor's expense, any on-board computers damaged by not disconnecting the computers before performing any welding operations.

3.7 The Contractor shall have a repair facility that separates steel body repairs from aluminum body repairs to prevent cross contamination between the two metals which would result in damage to a vehicle and its finish.

3.8 Licenses and Exemptions: In order to be awarded a contract, bidders should provide with the bid, proof in writing that they have, in full force and effect, all licenses and/or exemptions required by federal, state, and local governments for the conduct of vehicle body repair and painting services. Bidders without required licenses or exemptions shall be prepared to demonstrate that they are not legally required for the operation of the facility. These licenses and/or exemptions include at a minimum, the following (additional licenses and exemptions may be required by federal, state and/or local laws, regulations and policies):

3.8.1 Federal

3.8.1.1 EPA Waste Generation Permit
3.8.1.2 Federal Tax ID Number

3.8.2 State

3.8.2.1 State Tax ID Number
3.8.2.2 Texas Commission on Environmental Quality for air emissions

3.8.3 Local

3.8.3.1 Local fire department paint booth permit
3.8.3.2 Local fire department fire suppressant system permit
3.8.3.3 Local jurisdiction permit for exhaust stacks
3.8.3.4 Local jurisdiction hazard waste Permit

4. CONTRACTOR'S RESPONSIBILITIES FOR REPAIR SERVICES

4.1. For Group 1 vehicles, the Contractor shall have the ability to process a maximum number of 25 vehicles concurrently.

4.2. For Group 2 vehicles, the Contractor shall have the ability to process a maximum number of 10 vehicles concurrently.

4.3. The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the repairs described herein. Contractor shall perform all repairs according to the manufacturer's recommended repair techniques and standards. If there are no repair techniques recommended by the manufacturer, the I-CAR repair procedures are to be used.

4.4. The Contractor shall perform all repairs, whether to steel bodies or aluminum bodies or parts, to manufacturer specifications.

4.5. The City prefers all mechanical and alignment services be completed on the Contractor's premises in order to reduce down time of City vehicles. If Subcontractors are used, they shall comply with contract specifications as specified herein, and pricing as specified on the 0600 Bid Sheet.

4.6. For repairs to any City vehicle, the City reserves the right to furnish a replacement part to the Contractor for installation.

4.7. The Contractor shall perform all repair services on the Contractor's premises, or the Subcontractor's premises when applicable.

4.8. The Contractor shall provide a point of contact for receiving orders from the City within five (5) working days after contract award. A City representative from the Fleet Services Accident Repair Division will contact the Contractor by e-mail or telephone to place an order for repairs.

4.9. The Contractor shall pick up and/or return all City vehicles to and/or from the Contractor's premises where the repair services will be completed, except as specified herein. Vehicles in need of repair(s) shall be picked up within one (1) working day after notification and returned within one (1) working day after completion of the repair(s).

4.10. On occasion, the City will provide transportation for vehicles to the Contractor's premises. Upon completion of repairs, the Contractor shall deliver the vehicles back to the City within one (1) working day after completion of the repair(s) unless otherwise specified in the delivery order.

4.11. The Contractor shall diagnose the vehicle for repairs and provide a written cost estimate to the Accident Repair Coordinator or their designee within two (2) working days after taking possession of the vehicle. The written cost estimate shall include:

4.11.1. The correction or repair needed
4.11.2. Estimated labor hours and cost
4.11.3. Description and cost of parts

4.11.4. Total cost to complete repair services
4.11.5. Total amount of time needed to complete repairs
4.11.6. The vehicle or equipment identification number (license plate, VIN or unit number)

4.12. The Accident Repair Coordinator or their designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization will include a unique delivery order number. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.

4.13. The Contractor shall submit a new cost estimate if the cost of the necessary repairs increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional repairs and costs and shall be submitted to the Accident Repair Coordinator or their designee for written (e.g. email) approval prior to performing the hidden damage repairs.

4.14. After receipt of written approval to proceed with the repairs from the Accident Repair Coordinator or their designee, the Contractor shall complete the repairs within the timeframe specified in the estimate. If more time is required to complete the necessary repairs, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The Accident Repair Coordinator or their designee must approve the Contractor's request for extension in writing (e.g. email).

4.15. Upon receipt of the repaired vehicle, the Accident Repair Coordinator or their designee will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, the City detects deficiencies, the City will reject the repairs and the Contractor shall be required to make the necessary adjustments or correct the repairs at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor shall arrange for pickup of the vehicle within one (1) working day of notification. Contractor shall complete corrective work within one (1) working day unless the Accident Repair Coordinator or their designee approves additional time in writing (e.g. email).

4.16. The Contractor shall anticipate that the City will test and/or inspect all repairs during the term of the Contract. The City reserves the right to conduct any tests or inspections deemed necessary to ensure repairs and parts conform to the vehicle 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 manufacturer's specifications, and are fit for their intended use.

4.17. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City vehicles, equipment, buildings, and/or property. The Contractor shall repair any damage at its own expense.

4.18. The Contractor shall be responsible for risk of loss or damage to all vehicles, equipment and/or parts in the care, custody, and control of the Contractor until accepted by the Accident Repair Coordinator or their designee.

4.19. The Contractor shall return all non-usable cores to the Accident Repair Coordinator or their designee, upon completion of each repair, if cores are applicable to the repair. The Contractor shall not charge the City for usable cores from City vehicles or equipment repaired at the Contractor's facility.

4.20. The Contractor shall provide the parts removed during repair of the vehicle for verification purposes upon request by the Accident Repair Coordinator or their designee.

4.21. The Contractor shall provide a 12-month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the Accident Repair Coordinator or their designee with each delivery.

4.22. The Contractor shall notify the Contract Manager and the Accident Repair Coordinator or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding all parts used. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

4.23. The City reserves the right to have emergency vehicles repaired outside of the contract depending on the nature of the damage to the vehicles since these vehicles contain equipment or structural features which are proprietary and complex.

4.24. The Contractor shall provide a written statement of total loss to the City for vehicles that are totaled out. Periodically, the Accident Repair Coordinator or designee will require the Contractor to provide an on-site damage estimate. The Contractor may charge a flat fee for this service as indicated on the bid sheet, Section 0600. Alternatively, the City reserves the option of seeking the opinion of an independent adjuster at its own expense.

4.25. The Contractor shall provide "Expedited Services" when specified in the delivery order. The Contractor may assess a flat dollar amount per vehicle or equipment repair for "Expedited Services" as specified on the Bid Sheet, Section 0600. The Contractor shall note Expedited Services on the invoice when authorized by the City.

4.26. The Contractor shall provide upon request, a monthly and/or yearly report of all repairs performed for Fleet Services.

4.26.1. The report shall itemize repairs by date, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and the repaired vehicle or equipment identification number (license plate, VIN or unit number).

4.26.2. The City prefers that the report be in an electronic format or other City-approved format that may be sorted.

5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

5.1 All Parts

5.1.1 The Contractor shall provide OEM parts if specified herein. If OEM parts are not available, any parts that are not OEM shall be approved by the Accident Repair Coordinator or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.

5.1.2 The Contractor shall provide new parts, except for core components on renewed assemblies. Parts shall meet all applicable federal, state and local requirements for quality and safety.

5.1.2.1. Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.

5.1.2.2. Remanufactured or rebuilt parts may be used if new parts are not available or if Fleet Services requests them in writing (e.g. email).

5.1.2.3. Any remanufactured or rebuilt parts shall be approved by the Accident Repair Coordinator or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective vehicle or equipment.

5.2 Parts Associated with Repairs

5.2.1 The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed repairs within the timeframe stipulated in this Scope of Work.

5.2.2 Sheet metal parts shall be after-market where possible. If OEM sheet metal parts are quoted, the reason for their use shall be noted on the estimate and on the invoice.

5.2.3 The Contractor warrants that all 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.

5.2.3.1 The warranty period for all parts shall start when the Contractor installs the part on the vehicle or equipment as evidenced by the Contractor's invoice for repair services.

5.2.3.2 This warranty shall provide for replacement parts and shall include pick up and return of the vehicle or equipment, removal of the defective part and installation of the replacement part at no additional cost.

5.2.3.3 The Contractor further warrants that the parts installed under this Contract will not void any existing vehicle, equipment or manufacturer's warranties.

5.2.3.4 The Contractor shall provide a copy of the manufacturer's parts warranty to the Accident Repair Coordinator or their designee with each delivery.

5.2.4 The Contractor shall provide, upon request, a monthly and/or yearly report of all parts associated with repairs purchased by Fleet Services. The report shall itemize parts by date installed, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased. The City prefers that the report be in an electronic format or other City-approved format that may be sorted.

6. WORK HOURS

The City will not pay additional charges for repairs and/or services performed during off-shift hours.

7. PICKUP AND 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 51 in Section 0300 for City Holidays).

8. MILEAGE

Mileage is not reimbursable, and the Contractor shall not bill for mileage. However, the Contractor may charge one flat fee as indicated on the Section 0600 Bid Sheet for pickup and delivery of City vehicles or equipment for repair on the Contractor's premises.

9. INSPECTION

The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's parts inventory and/or repair facility.

10. EMERGENCY SERVICES

10.1 This contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

10.2 In the event of an emergency or major disaster, the contractor and all subcontractors shall provide "Emergency Services" when requested by the Fleet Officer or their designee.

10.2.1 Contractor and all subcontractors shall agree to follow the direction of the Fleet Officer, or their designee, to assure that repairs are made when the City requires them.

10.2.2 Contractor and all subcontractors will consider City orders a priority that take precedent over any other orders.

10.3 The Contractor shall provide, to the Fleet Contract Manager, within five (5) working days after Contract award, the name, phone number and email address of a primary emergency point of contact that is available 24/7. The Contractor shall confirm or update the point of contact information in writing annually on the anniversary date of Contract award.

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Pedro Ramon	Acm Body	Prime	15.00/xx Hrly	AC Tech, Mechanic
Adam Jester	Acm Body	Prime	1000.00/xx wkly	Parts Mgr
Jessie Price	Acm Body	Prime	1100.00/xx wkly	General Manager
Sandra Berry	Acm Body	Prime	1000.00/xx wkly	Payroll / accounting
Cathy Davis	Acm Body	Prime	750.00/xx wkly	Support Service
Alfonso Jaco	Acm Body	Prime	17.50/xx Hrly	Body Tech

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: Acm Body & Frame Inc.

Signature of Officer or Authorized Representative: Sandra Berry Date: 4-4-2019

Printed Name: Sandra Berry

Title: Payroll

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Tomas Deciga	ACM Body	Prime	$20.00 xx	Painter
Mike Galvan	Acm Body	Prime	$17.50 xx	Body Tech
Juan Fuentes	Acm Body	Prime	$15.50 xx	Hiker
Hugo Garcia	Acm Body	Prime	$22.00 xx	Body Tech
Cody Brooks	Acm Body	Prime	$17.50 xx	Body Tech
Mario Flores	Acm Body	Prime	$17.50 xx	Body Tech

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: ACM Body & Frame Inc.

Signature of Officer or Authorized Representative: Sandra Berry Date: 4-4-2019

Printed Name: Sandra Berry

Title: Payroll

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Roy Banda	ACM Body	Prime	$17.50/xx	Body Tech

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: ACM Body & Frame Inc.

Signature of Officer or Authorized Representative: Sandra Berry Date: 4-4-2019

Printed Name: Sandra Berry

Title: payroll

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Kaiser and Sons dba Network Auto Body and Paint Shop ("Contractor")
for
Auto Body Repair Services with Associated Parts
MA 7800 NA190000161

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 Kaiser and Sons dba Network Auto Body and Paint Shop having offices at 2035 Airport Blvd., Austin, TX 78722 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 7800 JRH1010.

1.1 **This Contract is composed of the following documents:**

1.1.1 This document

1.1.2 The City's Solicitation, IFB 7800 JRH1010 including all documents incorporated by reference

1.1.3 Kaiser and Sons dba Network Auto Body and Paint Shop Offer, dated March 5, 2019, 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 document

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 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two (2) additional 12-month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any 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 for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractors shall be paid a total not-to-exceed amount of $3,026,195 divided among the Contractors for the initial Contract term, and $1,008,731 for each extension option, for a total contract amount not-to-exceed $5,043,657. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **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

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

KAISER AND SONS DBA NETWORK AUTO BODY AND PAINT SHOP

Dan Faridi
Printed Name of Authorized Person

Signature

MANAGER
Title:

06/13/19
Date:

CITY OF AUSTIN

~~John Hilbun~~ Erin D'Vincent
Printed Name of Authorized Person

Signature

~~Contract Mgmt Specialist IV~~ Procurement Supervisor
Title:

6.21.19
Date:

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS**: (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to john.hilbun@austintexas.gov at least seven (7) calendar days before the solicitation due date.

2. **ALTERNATE OFFERS**: (reference paragraph 7A in Section 0200)

   Alternate Offers will be considered.

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

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

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

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

         OR

         PURInsuranceCompliance@austintexas.gov

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:

(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance**: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Garage Liability Coverage**: The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of $500,000 Auto Only / $500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation
(b) Thirty (30) days Notice of Cancellation
(c) The City of Austin listed as an additional insured

v. **Property Coverage**: The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be $100,000 with the ability to be increased to $500,000 during the Contract term.

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

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

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

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

4. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any 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 for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the address listed on the individual delivery order(s).

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

C. The Contractor shall provide an itemized invoice to the Accident Repair Coordinator or their designee, upon completion of each repair. The invoice shall include the following information.

i. Date the City authorized repairs
ii. List of repairs made
iii. Date repairs were completed
iv. Itemized list of parts and other products used for the repairs
v. Number of labor hours associated with each type of labor for the repairs
vi. The vehicle identification number (license plate, VIN, or unit number)

7. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced

product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

8. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

N/A →

B. Two (2) copies of the list upon which the discounts or markups are based should be submitted with the Offer. All price lists identified in the Offer should clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

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B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **PUBLISHED PRICE LISTS:**

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i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.

ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

N/A

B. Two (2) copies of the list upon which the discounts or markups are based should be submitted with the Offer. All price lists identified in the Offer should clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

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

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

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

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:
http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation)** with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) 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.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. 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.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror 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 Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify 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

12. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to the Fleet Services and Aviation Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

B. Contractor personnel will be required to check in with City personnel when entering or leaving the building Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
   (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

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

Weight of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SETD01	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Motor Vehicle Body Work	
This Index shall apply to the following items of the Bid Sheet: Repair Services	

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

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

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

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Molly Strickland, Contract Management Specialist

Fleet Services Department

512-974-1749, molly.strickland@austintexas.gov

*Note: 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 OFFICE
SECTION 0500: SCOPE OF WORK
IFB 7800 JRH1010: AUTOMOTIVE BODY REPAIR SERVICES with ASSOCIATED PARTS

1. PURPOSE

1.1 The City of Austin (City) seeks to establish Contracts to provide automotive body repair services with associated parts for City vehicles.

2. DEFINITIONS

2.1. Group 1 vehicles are categorized as Light Duty Vehicles such as cars and light trucks with a Gross Vehicle Weight Rating of up to 14,000 pounds or up to 24 feet in length.

2.2. Group 2 vehicles are categorized as Medium Duty and Heavy Duty Vehicles with a Gross Vehicle Weight Rating greater than 14,000 pounds or more than 24 feet in length.

2.3. Expedited Services is a term used when the City requires priority repair services for City-owned vehicles and/or equipment.

2.4. Off-shift hours are defined as any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.

2.5. Repairs means to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.

2.6. Emergency Services means services provided by the contractor during an emergency or major disaster to repair City vehicles and/or equipment ahead of all other vehicles and/or equipment at the Contractor's facility.

2.7. Inter-Industry Conference on Automotive Collision Repair (I-CAR) is an international not-for-profit organization which provides information, professional training and certification for Auto Body Repair Technicians in the industry.

2.8. Automotive Service Excellence (ASE) is an organization whose purpose is to provide training by the National Institute for Automotive Service Excellence to improve the quality of vehicle repair and service by testing and certifying automotive professionals.

2.09 Total Loss means that the cost to repair a vehicle to its pre-damaged state exceeds the cost of the vehicles' worth or actual cash value.

2.10 High Quality means that the damaged area of the vehicle has been returned to the condition it was in prior to the accident with bodywork and paint free defects.

2.11 Emergency Work is defined as marked and unmarked police vehicles, ambulances, fire response vehicles, and other vehicles specified by the City as an emergency vehicle.

3. CONTRACTOR QUALIFICATIONS

3.1. The Contractor shall be an established, operational automotive body repair facility regularly engaged in the business of providing automotive body repair services as specified herein for a minimum of three (3) consecutive years within the last five (5) years.

3.2. The Contractor shall have an automotive body repair facility for the vehicles specified herein equipped with all tools, diagnostic equipment, collision estimating software, and supplies necessary to complete repairs. In order to minimize downtime of City vehicles, the City prefers repair facilities to be located within 40 miles of the Texas State Capitol.

3.3. The Contractor shall maintain a storage area that is secure from vandalism or theft, for all City vehicles and equipment at the Contractor's location.

3.4. The Contractor's automotive body repair facility shall be I-CAR or ASE certified, except heavy truck shops. Documentation of certification should be provided with the bid.

3.5. The Contractor shall have a minimum of two (2) service technicians, fully qualified to work on the vehicles and equipment specified herein. The Contractor shall be able to verify that all service technicians have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years working on the vehicles and equipment specified herein. Training certificates and/or documentation shall be provided to the City within five (5) calendar days after written request.

3.6. The Contractor shall have the following personnel and fully-operational equipment at its facility:

3.6.1 A paint booth that is in compliance with all applicable laws and regulations, whether federal, state, or local. The paint booth shall be large enough to completely enclose the vehicle being painted. The total facility shall conform to all applicable City, County and Federal codes.

3.6.2 A unibody dedicated bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. Suitable equipment shall be in place for Group 2 vehicles – Heavy Trucks.

3.6.3 An air conditioning refrigerant recycling and charging station. Alternatively, this function may be subcontracted to a facility having this equipment. The Contractor's or Subcontractor's personnel shall be certified to use this equipment. This equipment shall meet all state and federal requirements for refrigerant recycling. Documentation of certification should be provided to the City with the bid.

3.6.4 Realignment equipment for all vehicles in need of adjustment. The equipment shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. If this work is to be subcontracted, the Contractor shall ensure the proper equipment and trained personnel are available to work on the City's vehicles. A printout of the readings after the alignment shall be provided with each repair order.

3.6.5 Metal Inert Gas (MIG) Welding plus other electric or spot welding equipment for body welding. Gas welding is not an acceptable alternative. The Contractor shall disconnect vehicle computer systems from the vehicle before any welding is done. The Contractor shall replace, at Contractor's expense, any on-board computers damaged by not disconnecting the computers before performing any welding operations.

3.7 The Contractor shall have a repair facility that separates steel body repairs from aluminum body repairs to prevent cross contamination between the two metals which would result in damage to a vehicle and its finish.

3.8 Licenses and Exemptions: In order to be awarded a contract, bidders should provide with the bid, proof in writing that they have, in full force and effect, all licenses and/or exemptions required by federal, state, and local governments for the conduct of vehicle body repair and painting services. Bidders without required licenses or exemptions shall be prepared to demonstrate that they are not legally required for the operation of the facility. These licenses and/or exemptions include at a minimum, the following (additional licenses and exemptions may be required by federal, state and/or local laws, regulations and policies):

3.8.1 Federal

3.8.1.1 EPA Waste Generation Permit
3.8.1.2 Federal Tax ID Number

3.8.2 State

3.8.2.1 State Tax ID Number

3.8.2.2 Texas Commission on Environmental Quality for air emissions

3.8.3 Local

3.8.3.1 Local fire department paint booth permit
3.8.3.2 Local fire department fire suppressant system permit
3.8.3.3 Local jurisdiction permit for exhaust stacks
3.8.3.4 Local jurisdiction hazard waste Permit

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 repairs described herein. Contractor shall perform all repairs according to the manufacturer's recommended repair techniques and standards. If there are no repair techniques recommended by the manufacturer, the I-CAR repair procedures are to be used.

4.2. The Contractor shall perform all repairs, whether to steel bodies or aluminum bodies or parts, to manufacturer specifications.

4.3. The City prefers all mechanical and alignment services be completed on the Contractor's premises in order to reduce down time of City vehicles. If Subcontractors are used, they shall comply with contract specifications as specified herein, and pricing as specified on the 0600 Bid Sheet.

4.4. For repairs to any City vehicle, the City reserves the right to furnish a replacement part to the Contractor for installation.

4.5. The Contractor shall perform all repair services on the Contractor's premises, or the Subcontractor's premises when applicable.

4.6. The Contractor shall provide a point of contact for receiving orders from the City within five (5) working days after contract award. A City representative from the Fleet Services Accident Repair Division will contact the Contractor by e-mail or telephone to place an order for repairs.

4.7. The Contractor shall pick up and/or return all City vehicles to and/or from the Contractor's premises where the repair services will be completed, except as specified herein. Vehicles in need of repair(s) shall be picked up within one (1) working day after notification and returned within one (1) working day after completion of the repair(s).

4.8. On occasion, the City will provide transportation for vehicles to the Contractor's premises. Upon completion of repairs, the Contractor shall deliver the vehicles back to the City within one (1) working day after completion of the repair(s) unless otherwise specified in the delivery order.

4.9. The Contractor shall diagnose the vehicle for repairs and provide a written cost estimate to the Accident Repair Coordinator or their designee within two (2) working days after taking possession of the vehicle. The written cost estimate shall include:

4.9.1. The correction or repair needed
4.9.2. Estimated labor hours and cost
4.9.3. Description and cost of parts
4.9.4. Total cost to complete repair services
4.9.5. Total amount of time needed to complete repairs
4.9.6. The vehicle or equipment identification number (license plate, VIN or unit number)

4.10. The Accident Repair Coordinator or their designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization will include a unique delivery order number. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.

4.11. The Contractor shall submit a new cost estimate if the cost of the necessary repairs increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional repairs and costs and shall be submitted to the Accident Repair Coordinator or their designee for written (e.g. email) approval prior to performing the hidden damage repairs.

4.12. After receipt of written approval to proceed with the repairs from the Accident Repair Coordinator or their designee, the Contractor shall complete the repairs within the timeframe specified in the estimate. If more time is required to complete the necessary repairs, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The Accident Repair Coordinator or their designee must approve the Contractor's request for extension in writing (e.g. email).

4.13. Upon receipt of the repaired vehicle, the Accident Repair Coordinator or their designee will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, the City detects deficiencies, the City will reject the repairs and the Contractor shall be required to make the necessary adjustments or correct the repairs at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor shall arrange for pickup of the vehicle within one (1) working day of notification. Contractor shall complete corrective work within one (1) working day unless the Accident Repair Coordinator or their designee approves additional time in writing (e.g. email).

4.14. The Contractor shall anticipate that the City will test and/or inspect all repairs during the term of the Contract. The City reserves the right to conduct any tests or inspections deemed necessary to ensure repairs and parts conform to the vehicle 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 manufacturer's specifications, and are fit for their intended use.

4.15. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City vehicles, equipment, buildings, and/or property. The Contractor shall repair any damage at its own expense.

4.16. The Contractor shall be responsible for risk of loss or damage to all vehicles, equipment and/or parts in the care, custody, and control of the Contractor until accepted by the Accident Repair Coordinator or their designee.

4.17. The Contractor shall return all non-usable cores to the Accident Repair Coordinator or their designee, upon completion of each repair, if cores are applicable to the repair. The Contractor shall not charge the City for usable cores from City vehicles or equipment repaired at the Contractor's facility.

4.18. The Contractor shall provide the parts removed during repair of the vehicle for verification purposes upon request by the Accident Repair Coordinator or their designee.

4.19. The Contractor shall provide a 12-month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the Accident Repair Coordinator or their designee with each delivery.

4.20. The Contractor shall notify the Contract Manager and the Accident Repair Coordinator or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding all parts used. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

4.21. The City reserves the right to have emergency vehicles repaired outside of the contract depending on the nature of the damage to the vehicles since these vehicles contain equipment or structural features which are proprietary and complex.

4.22. The Contractor shall provide a written statement of total loss to the City for vehicles that are totaled out. Periodically, the Accident Repair Coordinator or designee will require the Contractor to provide an on-site damage estimate. The Contractor may charge a flat fee for this service as indicated on the bid sheet, Section 0600. Alternatively, the City reserves the option of seeking the opinion of an independent adjuster at its own expense.

4.23. The Contractor shall provide "Expedited Services" when specified in the delivery order. The Contractor may assess a flat dollar amount per vehicle or equipment repair for "Expedited Services" as specified on the Bid Sheet, Section 0600. The Contractor shall note Expedited Services on the invoice when authorized by the City.

4.24. The Contractor shall provide upon request, a monthly and/or yearly report of all repairs performed for Fleet Services.

4.24.1. The report shall itemize repairs by date, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and the repaired vehicle or equipment identification number (license plate, VIN or unit number).

4.24.2. The City prefers that the report be in an electronic format or other City-approved format that may be sorted.

5. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

5.1 All Parts

5.1.1 The Contractor shall provide OEM parts if specified herein. If OEM parts are not available, any parts that are not OEM shall be approved by the Accident Repair Coordinator or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.

5.1.2 The Contractor shall provide new parts, except for core components on renewed assemblies. Parts shall meet all applicable federal, state and local requirements for quality and safety.

5.1.2.1. Used, factory seconds, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.

5.1.2.2. Remanufactured or rebuilt parts may be used if new parts are not available or if Fleet Services requests them in writing (e.g. email).

5.1.2.3. Any remanufactured or rebuilt parts shall be approved by the Accident Repair Coordinator or their designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective vehicle or equipment.

5.2 Parts Associated with Repairs

5.2.1 The Contractor shall stock or have immediate access to a parts inventory sufficient to complete needed repairs within the timeframe stipulated in this Scope of Work.

5.2.2 Sheet metal parts shall be after-market where possible. If OEM sheet metal parts are quoted, the reason for their use shall be noted on the estimate and on the invoice.

5.2.3 The Contractor warrants that all 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.

5.2.3.1 The warranty period for all parts shall start when the Contractor installs the part on the vehicle or equipment as evidenced by the Contractor's invoice for repair services.

5.2.3.2 This warranty shall provide for replacement parts and shall include pick up and return of the vehicle or equipment, removal of the defective part and installation of the replacement part at no additional cost.

5.2.3.3 The Contractor further warrants that the parts installed under this Contract will not void any existing vehicle, equipment or manufacturer's warranties.

5.2.3.4 The Contractor shall provide a copy of the manufacturer's parts warranty to the Accident Repair Coordinator or their designee with each delivery.

5.2.4 The Contractor shall provide, upon request, a monthly and/or yearly report of all parts associated with repairs purchased by Fleet Services. The report shall itemize parts by date installed, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased. The City prefers that the report be in an electronic format or other City-approved format that may be sorted.

6. WORK HOURS

The City will not pay additional charges for repairs and/or services performed during off-shift hours.

7. PICKUP AND 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 51 in Section 0300 for City Holidays).

8. MILEAGE

Mileage is not reimbursable, and the Contractor shall not bill for mileage. However, the Contractor may charge one flat fee as indicated on the Section 0600 Bid Sheet for pickup and delivery of City vehicles or equipment for repair on the Contractor's premises.

9. INSPECTION

The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's parts inventory and/or repair facility.

10. EMERGENCY SERVICES

10.1. This contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

10.1.1 In the event of an emergency or major disaster, the Contractor and all subcontractors shall provide "Emergency Services" when requested by the Fleet Officer or their designee.

10.1.1.1 The Contractor may assess a flat dollar amount per vehicle or equipment repair for Emergency Services as specified on the Bid Sheet, Section 0600.

10.2. The Contractor shall provide, to the Fleet Contract Manager, within five (5) working days after Contract award, the name, phone number and email address of a primary emergency point of

contact that is available 24/7. The Contractor shall confirm or update the point of contact information in writing annually on the anniversary date of Contract award.

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: IFB 7800 JRH1010

DATE ISSUED: February 11, 2019

REQUISITION NO.: RQM 7800 18090600752

COMMODITY/SERVICE DESCRIPTION: Automotive Body Repair Services with Associated Parts

COMMODITY CODE: 06022, 92819

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

John Hilbun
Contract Mgmt Specialist IV

Phone: (512) 974-1054
E-Mail: john.hilbun@austintexas.gov

BID DUE PRIOR TO: 2:00 PM CST March 7, 2019

BID OPENING TIME AND DATE: 3:00 PM CST March 7, 2019

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1010	Purchasing Office-Response Enclosed for Solicitation # IFB 7800 JRH1010
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	7
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

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

Company Name: KAISER AND SONS DBA NETWORK AUTO BODY

Company Address: 2035 AIRPORT BLVD.

City, State, Zip: AUSTIN, TEXAS, 78722.

Vendor Registration No. V00000932196

Printed Name of Officer or Authorized Representative: KAISER HUSAIN

Title: OWNER.

Signature of Officer or Authorized Representative:

Date: 03/05/19

Email Address: NETWORKAUTOBODY@GMAIL.COM.

Phone Number: (512)478-4597

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

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: IFB 7800 JRH1010 **Addendum No: 1** **Date of Addendum: February 28, 2019**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Changes:** Section 0500 – Scope of Work has been modified and replaced. The following language has been added or modified:

Section 0500, Para. 2.11 has been replaced with the following:

2.11 Emergency Vehicles are defined as marked and unmarked police vehicles, ambulances, fire response vehicles, and other vehicles specified by the City as an emergency vehicle.

Section 0500, Para. 2.12 has been added:

2.12 Process means that the vehicle is towed or delivered to the vendor, is evaluated for damage, and a cost estimate is given to the Accident Repair Coordinator with an estimated time of completion.

Section 0500, Para. 4.1 has been added:

4.1 For Group 1 vehicles, the Contractor shall have the ability to process a maximum number of 25 vehicles concurrently.

Section 0500, Para. 4.2 has been added:

4.2 For Group 2 vehicles, the Contractor shall have the ability to process a maximum number of 10 vehicles concurrently.

Section 0500, Para. 10. has been replaced with the following:

10. EMERGENCY SERVICES

10.1 This contract provides vital support to the City due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

10.2 In the event of an emergency or major disaster, the contractor and all subcontractors shall provide "Emergency Services" when requested by the Fleet Officer or their designee.

10.2.1 Contractor and all subcontractors shall agree to follow the direction of the Fleet Officer, or their designee, to assure that repairs are made when the City requires them.

10.2.2 Contractor and all subcontractors will consider City orders a priority that take precedent over any other orders.

10.3 The Contractor shall provide, to the Fleet Contract Manager, within five (5) working days after Contract award, the name, phone number and email address of a primary emergency point of contact that is available 24/7. The Contractor shall confirm or update the point of contact information in writing annually on the anniversary date of Contract award.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Dan Faridi		03/01/19.
Name	Authorized Signature	Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

BID SHEET
CITY OF AUSTIN
AUTO BODY REPAIR SERVICES WITH ASSOCIATED PARTS

SOLICITATION NO.: **IFB 7800 JRH1010**

BUYER: **John Hilbun**

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The City intends to award Group 1 and Group 2 to separate vendors. A vendor may be awarded Group 1 or Group 2, but not both.

If a single vendor submits bids for Group 1 and Group 2, and are the low bidder for both, the City may determine which Group is awarded to this bidder, and the second low bidder would be awarded the other Group.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

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. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

GROUP 1 VEHICLES

SECTION 1A -- HOURLY LABOR RATE STEEL BODIES - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)
Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1A	**Body Labor**	HOUR	1,000	**$27.00**	$ 27,000.00
1.2A	**Mechanical Labor**	HOUR	400	**$70.00**	$ 28,000.00
1.3A	**Refinish Labor**	HOUR	850	**$27.00**	$ 22,950.00
1.4A	**Glass Labor**	HOUR	300	**$27.00**	$ 8,100.00
1.5A	**Frame Labor**	HOUR	700	**$50.00**	$ 35,000.00
1.6A	**Paint Materials**	HOUR	850	**$27.00**	$ 22,950.00
				SUBTOTAL FOR SECTION 1A =	**$ 144,000.00**

SECTION 1B -- HOURLY LABOR RATE ALUMINUM BODIES - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)
Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1B	**Body Labor**	HOUR	200	**$28.00**	$ 5,600.00
1.2B	**Mechanical Labor**	HOUR	100	**$70.00**	$ 7,000.00
1.3B	**Refinish Labor**	HOUR	200	**$28.00**	$ 5,600.00
1.4B	**Glass Labor**	HOUR	100	**$27.00**	$ 2,700.00
1.5B	**Frame Labor**	HOUR	200	**$50.00**	$ 10,000.00
1.6B	**Paint Materials**	HOUR	200	**$28.00**	$ 5,600.00
				SUBTOTAL FOR SECTION 1B =	**$ 36,500.00**
				TOTAL EXTENDED PRICE FOR SECTION 1A & 1B =	**$ 180,500.00**

SECTION 1C -- MATERIALS PRICING - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)
The City estimates an annual spending need of $187,500 for Auto body repair parts.

The percentage markup to costs listed shall be the minimum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs off a price list as indicated below. The percentage markup to costs given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup rates and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a zero percent (0%) markup or discount. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

The funding amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
1.1C	**Percent Markup to Dealer Cost**	**$187,500.00**	**0.00%**	$187,500.00

TOTAL EXTENDED PRICE FOR CATEGORIES 1A THROUGH 1C =	**$368,000.00**

SECTION 1D -- MISCELLANEOUS COSTS - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1D	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	EA	180	$0.00	$ -
1.2D	ON-SITE DAMAGE ESTIMATE	EA	10	$0.00	$ -
1.3D	FLAT FEE FOR EXPEDITED SERVICES	EA	15	$0.00	$ -
				TOTAL EXTEND PRICE FOR SECTION 1D =	$ -

SECTION 1E - SUBCONTRACTING COSTS - GROUP 1 VEHICLES (CARS, LIGHT TRUCKS UP TO 14,000 GVW OR UP TO 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	EXTENDED PRICE
1.1E	MARKUP TO SUBCONTRACTING COSTS (Including towing, OEM electrical diagnostics, airbag repair)	$15,000.00	$ 15,000.00
		TOTAL EXTEND PRICE FOR SECTIONS 1A - 1E =	$ 383,000.00

GROUP 2 VEHICLES

SECTION 2A -- HOURLY LABOR RATE STEEL BODIES - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)
Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1A	Body Labor	HOUR	800	N/A	
2.2A	Mechanical Labor	HOUR	400	N/A	
2.3A	Refinish Labor	HOUR	800	N/A	
2.4A	Glass Labor	HOUR	400	N/A	
2.5A	Frame Labor	HOUR	800	N/A	
2.6A	Paint Materials	HOUR	800	N/A	
				SUBTOTAL FOR SECTION 2A =	

SECTION 2B -- HOURLY LABOR RATE ALUMINUM BODIES - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)

Any revision to the Labor Rate may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1B	**Body Labor**	HOUR	200	N/A	
2.2B	**Mechanical Labor**	HOUR	100	N/A	
2.3B	**Refinish Labor**	HOUR	200	N/A	
2.4B	**Glass Labor**	HOUR	100	N/A	
2.5B	**Frame Labor**	HOUR	200	N/A	
2.6B	**Paint Materials**	HOUR	200	N/A	
				SUBTOTAL FOR SECTION 2B =	
				TOTAL EXTENDED PRICE FOR SECTION 2A & 2B =	

SECTION 2C -- MATERIALS PRICING - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)

The City estimates an annual spending need of $187,500 for Auto body repair parts.

The percentage markup to costs listed shall be the minimum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs off a price list as indicated below. The percentage markup to costs given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup rates and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a zero percent (0%) markup or discount. Offerors must bid on all items in a Group to be considered for award of that Group. A bid of "no bid" or no response (space left blank) shall be considered as non-responsive for that Group and will result in disqualification for award of that Group.

The funding amount is an estimate and not a guarantee of actual volume. 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.

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2.1C	**Percent Markup to Dealer Cost**	**$187,500.00**	N/A	N/A

TOTAL EXTENDED PRICE FOR CATEGORIES 2A THRU 2C =	

SECTION 2D -- MISCELLANEOUS COSTS - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1D	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	EA	180	N/A	
2.2D	ON-SITE DAMAGE ESTIMATE	EA	10	N/A	
2.3D	FLAT FEE FOR EXPEDITED SERVICES	EA	15	N/A	
				TOTAL EXTEND PRICE FOR SECTION 2D =	

SECTION 2E - SUBCONTRACTING COSTS - GROUP 2 VEHICLES (MEDIUM & HEAVY DUTY VEHICLES ABOVE 14,000 GVW OR ABOVE 24 FEET IN LENGTH)

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED COST CITY EXPECTS TO PAY	EXTENDED PRICE
2.1E	MARKUP TO SUBCONTRACTING COSTS (Including towing, OEM electrical diagnostics, airbag repair)	$15,000.00	$ 15,000.00
		TOTAL EXTEND PRICE FOR SECTIONS 2A - 2E =	$ 15,000.00

SECTION 3 -- CONFIRMATION OF REQUIREMENTS

ITEM NO.	ITEM DESCRIPTION	
3.1	How many City vehicles can your facility accommodate per week?	__10__ NUMBER OF VEHICLES
3.2	How many ASE or I-CAR certified technicians do you have?	___2___NUMBER OF Certified TECHNICIANS
3.3	Do the service technicians have three years of hands-on experience in the last five years?	✓ YES ○ NO
3.4	Is your Repair Facility able to provide expedited repairs?	✓ YES ○ NO
3.5	State the distance your Repair Facility is to the Texas State Capitol.	____2.7_____ MILES
3.6	Is your Repair Facility able to provide alignment and mechanical repairs in-house?	✓ YES ○ NO

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD:	☐COMMON CARRIER (FedEx,UPS)	☑ENDOR DELIVERY
COMPANY NAME:	KAISER & SONS DBA NETWORK AUTOBODY AND PAINT SHOP	
EMAIL ADDRESS:	NETWORKAUTOBODY@GMAIL.COM	

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Network auto Body and Paint Shop.	
Physical Address	2035 Airport Blvd. Austin, TX 78722.	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name NETWORK AUTO BODY and PAINT SHOP.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance. In addition to these references, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers within five (5) calendar days after written request by the City. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.

1. Company's Name: DYNAMIC MOTORS.
   Name and Title of Contact: MARK FISH – OWNER.
   Project Name:
   Present Address: 1500 CESAR CHAVEZ ST.
   City, State, Zip Code: AUSTIN, TX 78702
   Telephone Number: (512) 482-8402 Fax Number ( )
   Email Address: FISHLAND1@SBCGLOBAL.NET.

2. Company's Name: CLEARWATER TRANSPORTATION.
   Name and Title of Contact: DANNY OWENS – MANAGER.
   Project Name: DOLLAR CAR RENTAL.
   Present Address: 9301 RENTAL CAR LN.
   City, State, Zip Code: AUSTIN, TX 78719.
   Telephone Number: (512) 530-2282 Fax Number (512) 530-2286.
   Email Address: DANNYOWENS@clearwatertransportation.net

3. Company's Name: CITY OF ROUNDROCK.
   Name and Title of Contact: MARSHAL REYNOLDS / FLEET REP.
   Project Name:
   Present Address: 901 LUTHER PETERSON PLACE.
   City, State, Zip Code: ROUND ROCK, TX 78664
   Telephone Number: (512) 218-5571 Fax Number (512) 218-7041
   Email Address: MREYNOLDS@ROUNDROCKTEXAS.GOV.

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 compliant, 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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

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

Dated this 5TH day of MARCH, 2019

CONTRACTOR KAISER HUSAIN

Authorized Signature

Title OWNER.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Network Autobody and Paintshop

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ● No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ● No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Dan Faridi

Signature of vendor doing business with the governmental entity

March 05, 2019

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Santos Perez	Network	Prime	$17 per hour	Body repair tech.
Juan Torres	Network	Prime	$ 17 per hour	Body repair tech.
Pedro Luna	Network	Prime	$18 per hour	Painter
Pedro Rodriguez	Network	Prime	$17 per hour	Painter
John Talamor	Network	Prime	$16 per hour	Estimator
Daniel Faridi	Network	Prime	$16 per hour	Estimator

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: KAISER AND SONS DBA NETWORK AUTO BODY

Signature of Officer or Authorized Representative: _____ Date: 03/05/19

Printed Name: KAISER HUSAIN

Title: OWNER.

Section 0835: Non-Resident Bidder Provisions

Company Name NETWORK AUTO BODY AND PAINT SHOP.

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

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

Answer: RESIDENT BIDDER

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

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

Answer: N/A Which State: N/A

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

Answer: N/A

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:
a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☑ **YES, I DO intend to use Subcontractors /Sub-consultants.**
Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	KAISER AND SONS DBA NETWORK AUTO BODY AND PAINT SHOP.		
City Vendor ID Code	V00000932196		
Physical Address	2035 AIRPORT BLVD.		
City, State Zip	AUSTIN, TX 78722.		
Phone Number	(512)478-4597	Email Address	Networkautobody@gmail.com.
Is the Offeror City of Austin M/WBE certified?	☐ NO ☑ YES Indicate one: ☑ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

KAISER HUSAIN / OWNER

Name and Title of Authorized Representative (Print or Type)

Signature/Date 03/05/19

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☑ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☑ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☑ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☑ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

☑ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☑ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☑ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 7800 JRH1010
SOLICITATION TITLE: Automotive Body Repair Services with Associated Parts

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	☑ MBE ☑ WBE Ethnic/Gender Code: HISPANIC ☐ NON-CERTIFIED
Company Name	FUENTES ADVANCED AUTOMOTIVE LLC
Vendor ID Code	V0000042516
Contact Person	GINO FUENTES Phone Number: 512-751-5426
Additional Contact Info	Fax Number: E-mail: GINO_FUENTES@YAHOO.COM
Amount of Subcontract	$
List commodity codes & description of services	Vehicle Wheel Alignment
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☑ NON-CERTIFIED
Company Name	AIRBAG SERVICES OF AUSTIN
Vendor ID Code	
Contact Person	KEITH Phone Number: 1800-745-4984
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	AIRBAG SERVICE AND INSTALLATION
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
Keisha Houston	Oct 17, 2018	☐ Phone OR ☑ Email	To obtain a list of certified vendors

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee Date

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GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	John Hilbun 974-1054	**PM Name/Phone**	N/A
Sponsor/User Dept.	Fleet Services	**Sponsor Name/Phone**	Molly Strickland 512-974-1749
Solicitation No	IFB 7800 JRH1010	**Project Name**	Auto Body Repair Services
Contract Amount	$ 1,004,870	**Ad Date (if applicable)**	N/A

Procurement Type

- ☐ AD – CSP
- ☐ AD – Design Build Op Maint
- ☐ IFB – IDIQ
- ☒ Nonprofessional Services
- ☐ Critical Business Need
- ☐ Sole Source*
- ☐ AD – CM@R
- ☐ AD – JOC
- ☐ PS – Project Specific
- ☐ Commodities/Goods
- ☐ Interlocal Agreement
- ☐ AD – Design Build
- ☐ IFB – Construction
- ☐ PS – Rotation List
- ☐ Cooperative Agreement
- ☐ Ratification

Provide Project Description**

To establish a contract with multiple vendors able to provide automotive body repair services with associated parts for City of Austin vehicles.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

The previous contract MA 7800 NA160000168 was solicited as SLW0202REBID and there were no goals due to insufficient subcontracting opportunities. This contract was recently solicited as IFB 7800 JRH1005 with a no goal determination as well, but the solicitation was cancelled and is being rebid here as IFB 7800 JRH1010. Due to the amount of time that has passed, a new Goal Determination is being requested. The Scope of Work has not changed.

List the scopes of work (commodity codes) for this project. *(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)*

06022-43%, 92819-57%

John Hilbun	12/11/2018
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	12/13/2018	**Date Assigned to BDC**	12/13/2018

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

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GOAL DETERMINATION REQUEST FORM

☐ Exempt from MBE/WBE Procurement Program	☑ No Goals

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GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- ☐ Insufficient availability of M/WBEs
- ☐ Insufficient subcontracting opportunities
- ☐ Sufficient availability of M/WBEs
- ☐ Sole Source
- ☐ No availability of M/WBEs
- ☑ No subcontracting opportunities
- ☐ Sufficient subcontracting opportunities
- ☐ Other

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

3 MBE's Ø WBE's

Subcontracting Opportunities Identified

no subcontracting opportunities

Keisha Houston-McCutchin	
SMBR Staff KHM	**Signature/ Date** 12/19/18
SMBR Director or Designee	**Date** 12/20/18
Returned to/ Date:	