Amendment No. 1
to
Contract No. MA 7800 NA210000135
for
Vehicle Painting, Dent Repair & Refinishing Services
between
Leif Johnson Ford Ii Ltd / Leif Johnson Collision Center or Truck City Ford
and the
City of Austin, Texas

1.0 The City hereby extends the term of the Contract in accordance with Section 1.1.B of the Terms and Conditions.

The expiration date of the contract is January 25, 2027.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Tanisha Pappillion Digitally signed by Tanisha Pappillion
Date: 2026.07.14 16:02:31 -05'00'

_____

Tanisha Pappillion, Procurement Specialist III
City of Austin

Cyrenthia Ellis Digitally signed by Cyrenthia Ellis
Date: 2026.07.08 17:16:43 -05'00'

_____

Cyrenthia Ellis, Procurement Manager
City of Austin

OFFER CERTIFICATION

Instructions. Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: LEIF JOHNSON FORD

Company Address: 501 EAST KOENIG LN

City, State, Zip: AUSTIN, TEXAS 78751

Company's Austin Finance Online Vendor Registration No. LEI 8303618

Company's Officer or Authorized Representative: KEN DIAMOND

Title of Officer or Authorized Representative: COLLISION DIRECTOR

Email: Offeror's Email Address kdiamond at leifjohnsonford.com Offeror's Phone: 512 381 0455

Offeror's Signature: [signature] Date: 2-25-21

OFFER: The above signed, 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 Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: MA 7800 NA210000135

Effective: 7/30/2021

Printed Name of City's Authorized Procurement Staff: Erin D'Vincent

Title of City's Authorized Procurement Staff: Procurement Supervisor

Signature: Erin D'Vincent Digitally signed by Erin D'Vincent Date: 2021.07.30 12:13:55 -05'00' Date: 7/30/2021

Email: Erin.DVincent@austintexas.gov Phone: 512-974-3070

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☑ (Check) **OFFEROR HEREBY CERTIFIES**
Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

SUSPENSION AND DEBARMENT CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☑ (Check)

OFFEROR HEREBY CERTIFIES
Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☑ (Check)

OFFEROR HEREBY CERTIFIES
Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

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

Anti-Collusion Statement. Offeror has not in any way directly or indirectly:

a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.

b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

Preparation of Solicitation and Contract Documents. Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Participation in Decision Making Process. Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

ANTI-LOBBYING CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☑ (Check)

OFFEROR HEREBY CERTIFIES
Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

Applicability. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

No Lobbying Period. The No-Lobbying Period begins on the data this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

Prohibited Communications. During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

Ordinance. https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145

Rules. https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

Instruction. Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☑ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES
Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where Nonresident Bidder's Principle Place of Business is located.
Click or tap here to enter text.
(State)

☐ **YES** ☑ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES
Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority of the Equipment, Supplies and/or Materials were manufactured
Click or tap here to enter text.
(State)

Reciprocal Preference. In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

Resident bidder. An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Nonresident Bidder. An Offeror that is not a Resident Bidder.

Statute: https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm

LOCAL PRESENCE CERTIFICATION – OPTIONAL

Instruction. Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

OFFEROR HEREBY CERTIFIES
Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☑ **HEADQUARTERS** 501 East Koenig Ln Austin Texas 78751
☐ **BRANCH OFFICE** (Physical Address of Offeror's Headquarters or Branch Office)
(Check One)

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☑ **Yes**
☐ **No**
(Check One)

Benefit to the City. In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

Local Presence. Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

Austin Corporate City Limits. The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

Headquarters. The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

Branch Office. A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.

SUBCONTRACTING UTILIZATION FORM

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.

Kew Diamond Collition Director — 2-25-21

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

CITY OF AUSTIN, TEXAS

LIVING WAGES CONTRACTOR CERTIFICATION

(*Please duplicate as needed*)

Pursuant to the City's Living Wages Program, Rule R161-17.14 (reference item 4.8, Solicitation Instructions) 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
Rick Olson	Leif Johnson Ford	Prime	$21.00 Perhour	Body tech
Andreas Pidilla	Leif Johnson Ford	Prime	$21.00 Perhour	Body tech
Carlos Urbina	Leif Johnson Ford	Prime	$16.50 Perhour	Painter
Brian Welling	Leif Johnson Ford	Prime	$16.00 Perhour	Paint
Larry Alexander	Leif Johnson Ford	Prime	$21.00 Perhour	Bodytech
KC Wilson	Leif Johnson Ford	Prime	$30.00 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: Leif Johnson Ford

Signature of Officer or Authorized Representative: Ken Diamond Date: 2-25-21

Printed Name: Ken Diamond

Title Collision Director

Solicitation
COVER SHEET

IDENTIFICATION	
Number	IFB 7800 BRS1023
Title	VEHICLE PAINTING, DENT REPAIR, & REFINISHING SERVICES
Summary	The City of Austin (City) seeks to establish a sixty (60) month contract with a qualified Contractor(s) to provide vehicle painting, dent repair and refinishing services for City vehicles and equipment on an as-needed basis that have been involved in minor incidents or are in need of refinishing due to wear or overuse.
Type	Invitation for Bid (IFB)
Version (Addenda)	0

AUTHORIZED CONTACT PERSONS	
Primary	Bridney Stewart, Procurement Specialist II; (512) 974-3127; bridney.stewart@austintexas.gov
Secondary	Bartley Tyler; Procurement Specialist II, (512) 974-2023; bartley.tyler@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBRComplianceDocuments@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

IMPORTANT DATES

OFFERS DUE

Date and Time	March 02, 2021 prior to 2:00 PM CST
Notes	See Solicitation Instructions, 5 Offer Submission.

BID OPENING

Date and Time	March 02, 2021 at 3:00 PM CST
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	February 19, 2021 prior to 2:00 PM CST
Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

PUBLISHED

Date	February 08, 2021
Available Online	https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
Available Hardcopy	Purchasing Office; 124 w. 8th Street, Suite 300; Austin, TX 78701

SOLICITATION DOCUMENTS

Document name	Pages	Date
Solicitation Packet – IFB 7800 BRS1023 - Includes the following:		
Solicitation Cover Sheet	2	2/08/2021
Solicitation Instructions	8	2/08/2021
Terms and Conditions	19	2/08/2021
Scope of Work	7	2/08/2021
Pricing Submittal – IFB 7800 BRS1023 – Complete and return	1	2/08/2021
Offer and Certifications – IFB 7800 BRS1023 – Complete and return	14	2/08/2021
Fleet's Delivery Locations and Points of Contact	2	2/08/2021
Living Wage Contractor Certification	2	02/08/2021

NIGP CODES

COMMODITY CODES

Code	Description
9285750	**PAINTING SERVICES, AUTOMOBILES, TRUCKS, TRAILERS, TRANSIT BUS**
92819	**BODY AND FRAME WORK (INCLUDING UNDERCOATING)**
06512	**BODY AND FRAME PARTS, INCLUDING BED EXTENDERS (NOT OTHERWISE SPECIFIED)**

1 INVITATION FOR BIDS

1.1 Invitation. The City of Austin invites all Responsible Offerors to submit Bids to provide the goods and/or services described in this Solicitation.

1.2 Documents. This Invitation for Bids ("IFB" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.

1.3 Process. The process described in this IFB is the Competitive Sealed Bidding process. This process is procedurally compliant with the competitive bidding processes prescribed by Texas Local Government Code Ch. 252, Ch. 271, as well as Government Code Ch. 2269.

1.4 Changes. The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.

1.5 Review of Documents. Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.

1.6 Cancellation. The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

2.1 Publication. This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.

2.2 Email Notices. On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.

2.3 Newspaper Notices. If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.

2.4 Third-Party Notices. Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

3.1 Authorized Contact Persons. The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.

3.2 Questions. Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.

3.3 Vendor Help Desk. For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.

3.4 No-Lobbying. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.(https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.

3.5 Pre-Offer Conferences. The City may hold one or more pre-Offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

3.6 Site Visits. The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

4 OFFER PREPARATION

4.1 Offer Submittals. Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer and an Offer and Certifications submittal.

4.2 Offer Acceptance Period. All Offers are valid for a period of one hundred and fifty (150) calendar days subsequent to the IFB closing date.

4.3 Alternate Offers. Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.

4.4 Proprietary and Confidential Information. All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. With the exception of the Prices and Pricing

Submittal, which shall not be kept confidential, Offerors seeking to keep any other portions of their Offer confidential shall mark each such portion as "Proprietary". The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any Bid contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.

4.5 Cost of Offer Preparation and Participation. Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.

4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program. If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Utilization Plan as approved by the City (the "Plan").

4.7 Pricing Requirements – Materials and Non-Specified Items.

4.7.1 The City may purchase additional related items that are available from the Contractor in various quantities. Pricing for these materials and non-specified items will be calculated based on a percentage markup over Contractors cost as identified in the Price Sheet under the Materials or Non-Specified Parts Section.

4.7.2 Offeror shall bid a percentage markup to their cost.

4.7.2.1 The percentage markup shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.

4.7.2.2 The Offeror may offer a different percentage markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line shall be priced by taking the stated list price and applying that percentage markup.

4.8 Hazardous Materials.

4.8.1 If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (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.

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

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

4.9 Published Price Lists.

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

4.9.1.1 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.

4.9.1.2 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.

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

4.9.3 The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the

effective date of change to be at least calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

4.9.4 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.

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

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

5.1 Electronic Offers. Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation's eResponse function, available through the City's online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror's must first be registered as a vendor with the City of Austin in Austin Finance Online.

See Instructions, Submitting Offers in Austin Finance Online.

5.1.1 Due Date and Time for Electronic Offers. Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.

5.1.2 Withdrawing Electronic Offers. Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.

5.1.3 Late Electronic Offers. The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.

5.1.4 Opening Electronic Offers. The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.

5.2 Hardcopy Offers. Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	**Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries**
City of Austin Purchasing Office Response to Solicitation: IFB 7800 BRS1023 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: IFB 7800 BRS1023124 W 8th Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

5.2.1 Due Date and Time for Hardcopy Offers. Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the

Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.

5.2.2 Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.

5.2.3 Late Hardcopy Offers. All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.

5.2.4 Opening Hardcopy Offers. The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.

5.3 Special procedures due to 2020 COVID-19 Pandemic.

5.3.1 Confirmation of Submittals – Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.

5.3.2 Withdrawing Hardcopy Offers – Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: PurchasingAdmin@austintexas.gov

5.3.3 Solicitation Openings - Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66 .

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

6.1 Basis of Competition. The City may compare bids based on the prices for individual line items, the prices for categories of line items or the aggregate price bid. The City will choose the basis of competition that best meets the City's needs for the resulting contracts.

6.2 Price Evaluation. Once the City determines the basis of competition, the City will sort the bids from low to high price.

6.3 Responsiveness Evaluation. Once the low bid is identified, the City will evaluate the bid for responsiveness with all Solicitation requirements. A bid is responsive if it complies with all Solicitation Instructions, scope and specifications. If a bid is found to be nonresponsive, the City will set it aside and proceed with evaluating the next lowest bid for responsiveness.

6.4 Responsibility Evaluation. Once the low responsive bid is identified, the City will evaluate the Offeror submitting the low responsive bid for their responsibility. An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. If an Offeror is found to be non-responsible, the City will set their bid aside and proceed with evaluating the responsibility of the Offeror submitting the next low and responsive bid.

6.5 Minor Informalities. In conducting evaluations, the City may waive as an informality, any minor deviations in the Solicitation's contents or in the Offers received, in procedure or in specifications, provided such deviations do not affect the Solicitation's competition.

7 CONTRACT AWARD AND EXECUTION

7.1 Award Determination. The City will award the contract to the responsible Offeror submitting the low responsive bid. If the City receives a Bid from an offeror who has Local Business Presence and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor. Local Business Presence is determined per the form in the Offer and Certifications Section of the Solicitation.

7.2 Multiple Awards. If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the responsible Offerors submitting the next lowest responsive bids.

7.3 Contract Execution. Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

8.1 Solicitation File. All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the publication of the City's recommendation of award. The recommendation of award will be posted in Austin Finance Online.

8.2 Debriefings. Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer in response to the Solicitation will be discussed.

8.3 Reservations. The City expressly reserves the right to the following: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation closing date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others).

8.4 Protests. The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.

8.4.1 Protest regarding the Solicitation (Pre-Bid Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days before the opening of Bids. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.

8.4.2 Protests regarding the evaluation of Bids. Any protest regarding the evaluation of Bids by the City shall be filed with the City no later than five (5) days after the opening of Bids, or notification that the protestor's status as a Offeror has changed, such as notification that a Bid has been rejected. Any protest filed after such date which raises issues regarding the evaluation will not be considered.

8.4.3 Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.

8.4.4 You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.

8.4.5 Your protest shall be concise and presented logically and factually to help with the City's review.

8.4.6 When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.

8.4.7 The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

8.4.8 A decision will usually be made within fifteen (15) calendar days after the hearing.

8.4.9 The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.

8.4.10 When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.

8.5 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/File/

9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Bid" means a complete, properly signed Offer submitted in response to this Solicitation, which if accepted, would bind the Offeror to perform the resultant Contract.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Competitive Sealed Bidding" means the competitive process described within an Invitation for Bids, wherein the City invites Offerors to submit bids to supply the City with the Goods and/or Service describes in the Solicitation document, where the City will award the resulting contract to the responsible Offeror submitting the low responsive bid.

"Invitation for Bids (IFB)" means a complete packet of documents describing the City's competitive sealed bidding process, including but not limited to Solicitation instructions, Standard and Special contract terms and conditions, and the submittals necessary for Offerors to respond to the Solicitation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, an Invitation for Bids.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Price and Pricing Submittal" means a document, submitted by an Offeror in response to this Solicitation, containing unit and extended Bid prices for one or more of the Goods and/or Services identified by in the Prices and Pricing Submittal document.

"Purchasing Office" refers to the Purchasing Office in the Financial Services Department of the City.

"Purchasing Officer" means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

"Responsible Offeror" means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

"Responsive" means meeting all the requirements of a Solicitation.

"Solicitation" means this Invitation for Bids or IFB.

CITY OF AUSTIN
TERMS AND CONDITIONS
SOLICITATION NO.: IFB 7800 BRS1023

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1 GENERAL

1.1 TERM OF CONTRACT:

A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. 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 holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

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

1.3 INVOICES:

A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.

B. Invoices shall be sent to the address on the Purchase Order of Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.

C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.

D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all** Subcontracting and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

1.4 PAYMENT:

A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

   i. Delivery of defective or non-conforming Deliverables by the Contractor;
   ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
   iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
   iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
   v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
   vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
   vii. Failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.

G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 AUDITS AND RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.

B. Records Retention:

i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.

ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.10 STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.16 DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

(1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

(2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:

ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;

iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;

iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;

v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR

vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
   i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
   ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.

E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.

F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.

B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.

D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.

E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

A. All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:

i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;

ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and

iii. On completion of the Contract, either:

(1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or

(2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.

C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.22 PUBLICATIONS:

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 NO CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.25 GRATUTIES:

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

1.27 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity

not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.29 WAIVER:

The claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 INTERPRETATION:

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1.32 DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 JURISDICTION AND VENUE:

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.34 INVALIDITY:

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

1.35 HOLIDAYS:

The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24

Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.36 SURVIVABILITY OF OBLIGATIONS:

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

1.37 COOPERATIVE CONTRACT:

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, 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 of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 EQUAL OPPORTUNITY:

A. **Equal Employment Opportunity**: No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
B. **Non-Retaliation**: 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.
C. **Americans with Disabilities Act (ADA) Compliance**: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to Amawi v. Pflugerville Independent School District, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.

B. If the Contractor qualifies as a "company", then the Contractor verifies that he:

i. does not "boycott Israel"; and

ii. will not "boycott Israel" during the term of this Contract.

C. The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 MATERIALS AND NON-SPECIFIED ITEMS:

The City may purchase additional related items that are available from the Contractor. Pricing for these materials and non-specified items will be calculated based on a percentage markup over Contractors cost, or as otherwise identified in the Price Sheet under the Materials or Non-Specified Items Section. The percentage markup shall be fixed throughout the term of the Contract and is not subject to increase. They shall also remain firm through subsequent Contract extension options. The City may request additional information from the Contractor to substantiate the percentage markup prior to placing an order.

1.43 ECONOMIC PRICE ADJUSTMENT:

A. **Price Adjustments**: Prices shown in this Contract shall remain firm for the first twelve (12) of 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 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.

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

i. Utilize final Compilation data instead of Preliminary data
ii. If the referenced index is no longer available shift up to the next higher category index.
iii. Index Identification: Complete

Weight % or $ 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 / Cost Proposal: All	

Weight % or $ of Base Price: 100%
Database Name: Producer's Price Index
Series ID: PCU32551032551071

☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Paint and Coating Manufacturing - Automotive	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Paint	

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

1.44 INSURANCE:

A **GENERAL INSURANCE REQUIREMENTS**:

i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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 hold over period is exercised, as verification of continuing coverage.

ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov

iii. 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.

iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.

v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than $499,999 shall be disclosed on the Certificate of Insurance.

xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.

xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. **Specific Insurance Coverage Requirements**: The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.

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. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.

ii. **Commercial General Liability Insurance**: Coverage with minimum bodily injury and property damage per occurrence limits of $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. Independent Contractors coverage (Contractor/Subcontracted work);
c. Products/Completed Operations Liability for the duration of the warranty period;
d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) 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. 30 Day's 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**: Coverage f or 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. 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. **Property Coverage**: The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in 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 vehicle/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.

v. **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

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 of payee.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

C. Endorsements: The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

2 SERVICES

2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

2.2 WORKFORCE:

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:

   i. Illegally use or possess a firearm, except as required by the terms of the Contract; or

   ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

2.3 GUARANTEE – SERVICES:

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

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from final acceptance. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

2.4 PLACE AND CONDITION OF WORK:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

2.5 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Paragraph.

2.6 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.
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.

2.7 HAZARDOUS MATERIALS:

A. If this Contract involves hazardous materials, the Contractor shall provide the City the Safety Data Sheets (SDS) on all chemicals and hazardous materials being used, 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 SDS is grounds for the City to terminate this Contract immediately.

C. The SDS, instructions and information required in Paragraph "A" must be included with each shipment under the Contract.

CITY OF AUSTIN
SCOPE OF WORK
VEHICLE PAINTING, DENT REPAIR, & REFINISHING SERVICES
SOLICITATION NO.: IFB 7800 BRS1023

1. PURPOSE

The City of Austin (City) seeks to establish a sixty (60) month contract with a qualified Contractor(s) to provide vehicle painting, dent repair and refinishing services for City vehicles and equipment on an as-needed basis that have been involved in minor incidents or are in need of refinishing due to wear or overuse.

The Contract will be utilized by the City's Fleet Services and Aviation Departments. The City reserves the right to allow other City Departments to utilize the Contract.

Any requirements or services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

2. DEFINITIONS

2.1 Collision: An instance where one vehicle or equipment strikes another in a violent manner.

2.2 Emergency Disaster: Services provided by the contractor during an emergency or major disaster to repair City vehicles and/or equipment ahead of all other non-City vehicles and/or equipment at the Contractor's facility.

2.3 Equipment: Any off-road unit including tractors, trailers, utility vehicles or construction equipment.

2.4 Expedited Repair Services: When the City requests priority or accelerated repair services for City-owned vehicles and/or equipment.

2.5 Incident: An event in which a vehicle or piece of equipment is involved which results in dents to the body and/or damage to the paint.

2.6 Part: Any material, component or hardware associated with the refinishing of a vehicle or equipment.

2.7 Refinish: To restore a damaged part or body component to its previous condition.

2.8 Repair: To return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating or usable condition or state.

2.9 Service Center: Any City facility where vehicles and equipment are repaired or serviced.

2.10 Vehicle: Any light, medium or heavy-duty City unit. This includes cars, light-duty trucks, medium-duty service trucks and vans, and heavy-duty vehicles like dump trucks, fire trucks, garbage trucks and trucks with bucket lifts or cranes.

3. CONTRACTOR QUALIFICATIONS

The Contractor shall:

3.1 Have a minimum of three (3) consecutive years of experience providing auto body painting and repair services within the last five (5) years to municipalities or organizations similar in size and scope to the City.

3.2 Have and operate a full-time paint and body shop facility equipped with all tools, diagnostic equipment, and supplies necessary to repair the City's vehicles and equipment. The repair facility shall be located within 50 miles of the Texas State Capitol with the ability to be reached by email and telephone.

3.3 Maintain a storage area that is reasonably secure from vandalism or theft for all City vehicles/equipment in the Contractor's possession.

3.4 Have a minimum of two (2) service technicians qualified to perform auto body repair and painting services for City vehicles and equipment. The Contractor shall submit proof of technician experience, certifications or training within five (5) business days of request by the City.

3.5 Have a paint booth that complies with all applicable laws and regulations. The paint booth must be large enough to fully enclose the vehicle being painted.

3.6 Have electric or spot-welding equipment in the event that body welding is required. Gas welding is not acceptable.

3.7 Ensure that all vehicle computer systems are disconnected from the vehicle before any welding commences. Contractor shall replace, at the Contractor's expense, any on-board computer systems damaged due to not disconnecting the systems before welding operations begin.

3.8 Comply with all Federal, State, and local codes, rules, and regulations concerning safety requirements.

4. <u>CONTRACTOR'S RESPONSIBILITIES</u>

4.1 General

The Contractor shall:

4.1.1 Provide a single point of contact and relevant contact information (name, phone number, , email, etc.) for receiving orders from the City within five (5) working days of request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager or their designee.

4.1.1.1 An authorized City representative will contact the Contractor by e-mail or telephone to place an order for parts or requesting repair services.

4.1.2 Be responsible for any and all damage to City vehicles, equipment, or property by the Contractor's representative actions.

4.1.2.1 If damage occurs, Contractor shall notify the Contract Manager or their designee immediately.

4.1.2.2 The Contractor shall repair any damage to the satisfaction of the City, at no cost to the City. The City may however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

4.1.3 Notify the Contract Manager or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts or materials utilized for repairs under the Contract within two (2) weeks of publication.

4.1.4 Provide a report for a City department of all parts or repair services performed for a specified timeframe (monthly, yearly, etc.) within five (5) business days upon request by an authorized City representative or designee of the department, or at a time mutually agreed to between the Contractor and the authorized City representative or designee. The report shall be in a sortable electronic or other City-approved format.

The report shall itemize the repair date, requesting Service Center, 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).

4.2 **Repair Services**

The Contractor shall:

4.2.1 Provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the specified repairs according to the manufacturer's recommended repair techniques and standards under the Contract.

4.2.2 Perform all repair services on the Contractor's premises.

4.2.3 Apply paint materials according to the manufacturer's recommended procedures and apply a material that will provide, at a minimum, equal longevity compared to the original paint.

4.2.4 Clean and sand the area(s) to be painted, masking all areas of the vehicle subject to possible overspray.

4.2.5 Pick-up and/or return all operable City vehicles/equipment to and/or from the Contractor's repair facility, as requested by the City. The vehicles/equipment in need of repair shall be picked up within one (1) business day after notification by the City and returned from the Contractor within one (1) business day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative.

4.2.4.1 On occasion, the City will provide transportation for the vehicles/equipment to the Contractor's premises. Upon completion of repair, the Contractor shall return the vehicles/equipment to the City within one (1) business day after completion of the repair, or at a time mutually agreed to between the Contractor and authorized City representative or designee.

4.2.6 Provide a written estimate to the requesting authorized City representative or designee within two (2) business days after taking possession of the vehicle/equipment, or at a time mutually agreed to between the Contractor and authorized City representative. The written estimate shall include:

4.2.6.1 The vehicle or equipment identification number (license plate, VIN or unit number)
4.2.6.2 Description of the correction or repair needed to fix the vehicle/equipment
4.2.6.3 The estimated labor hours and projected price based on labor rate offered
4.2.6.4 Description of the parts needed to make the repair and associated price
4.2.6.5 The total price to complete the repair services
4.2.6.6 The expected amount of time needed for the Contractor to complete the repair

4.2.7 Not proceed with repairs until after receiving written authorization (e.g. email) and a unique delivery order from an authorized City representative or designee based on the written estimate provided by the Contractor. 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.

4.2.8 Notify the requesting authorized City representative or designee of any hidden damage discovered that increases the original estimate provide to the City. The Contractor shall submit a new estimate that identifies any additional cost, material, and time added based on the hidden damage to the requesting authorized City representative or designee for written approval and an updated delivery order before proceeding with the repairs.

4.2.9 Complete the repair within the timeframe specified in the estimate. If the Contractor cannot complete the repair within the estimated timeframe, 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 to the requesting City representative or designee. The requesting City representative or designee will provide the Contractor with a written (e.g. email) approval or denial of the extension request.

4.2.10 Expect the City to inspect and/or test the vehicle/equipment within two (2) business days of receipt of the repaired vehicle for compliance with all contract requirements and to ensure the repair was completed in a satisfactory manner.

4.2.10.1 If upon inspection the City detects deficiencies in the repair, the City may reject the receipt of the vehicle/equipment and the Contractor shall be required to correct the deficiencies in the repair at its own expense, which shall include picking up and returning the vehicle/equipment if applicable.

4.2.10.2 The Contractor shall arrange for pickup of the vehicle/equipment within one (1) business day of notification, complete the corrective repair, and return the vehicle/equipment within two (2) business days of notification by the requesting authorized City representative or designee, or at a time mutually agreed to between the Contractor and authorized City representative or designee.

4.2.10.3 The City reserves the right to conduct any tests or inspections deemed necessary to confirm repairs and parts conform to the vehicle/equipment manufacturer's specifications. The 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/equipment manufacturer's specifications and are fit for their intended use.

4.2.11 Be responsible for the risk of loss or damage to all vehicles/equipment and parts in the care, custody, and control of the Contractor until accepted by an authorized City representative or designee.

4.2.12 Provide any parts removed in the repair of the vehicle/equipment for verification purposes upon request by an authorized City representative or designee.

4.2.13 Properly recycle and/or dispose of hazardous waste, including used and contaminated lubricants and filters, in accordance with all applicable laws, rules and regulations to ensure the highest level of safety to the environment and public health at no additional cost to the City.

4.2.13.1 The Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request within ten (10) business days of the request of an authorized City representative, or at a time mutually agreed to between the Contractor and authorized City representative or designee.

4.2.14 Provide a twelve (12) month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the requesting authorized City representative or designee within five (5) working days of request by an authorized City representative or designee.

4.2.14 Not charge the City additional fees for repair services performed during the Contractor's off-shift hours.

4.3 **Parts for Repair Services**

4.3.1 General

The Contractor shall:

4.3.1.1 Provide new OEM parts for the specified vehicles/equipment, except for core components on renewed assemblies, which meet all applicable federal, state and local requirements for quality and safety.

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

4.3.1.1.2 Remanufactured or rebuilt parts may be used if new parts are not available or if the City requests them in writing (e.g. email).

4.3.1.1 Seek approval from an authorized City representative or designee in writing (e.g., email) to use non-OEM, rebuilt, or remanufactured parts, if new OEM parts are not available. The non-OEM parts shall meet or exceed the manufacturer's specification for the original OEM parts.

4.3.1.2 Have an adequate parts inventory 95% of the time to complete repairs and fill part orders within the timeframe stipulated in this Scope of Work. The City reserves the right to provide the Contractor with some or all of the replacement parts for any repair.

4.3.1.3 Provide a minimum of a twelve (12) month warranty or the standard period as provided by the manufacturer, whichever is for the greatest length of time, for defects in material and workmanship.

4.3.1.3.1 The warranty period for all parts shall start when the part is installed on the City vehicle/equipment as evidenced by the Contractor's invoice for repair services or City work order.

4.3.1.3.2 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.

4.3.1.4 Guaranty that the parts provided shall not void any existing manufacturer's warranty for City vehicles/equipment.

4.3.1.5 Provide a copy of the manufacturer's parts warranty within five (5) working days of request by an authorized City representative or designee.

4.3 **Expedited Repair Services**

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.

The Contractor shall:

4.3.2 Provide Expedited Repair Services when requested by an authorized City representative or designee. The Contractor shall provide an estimate within twenty-four (24) hours after accepting a unit for expedited repair services. Repairs shall be completed within seven (7) business days after taking possession of the vehicle. If additional time is needed for repairs the

Contractor shall request additional time in writing, via email. The Fleet Services designee shall provide approval in writing before Contractor may proceed with repairs.

4.3.3 The Contractor may assess a flat dollar amount per vehicle/equipment repair for Expedited Repair Services as specified in the Price Submittal. The Contractor shall note Expedited Repair Services on the invoice when authorized by the City.

5. CITY REQUIREMENTS

The City will:

5.1 Provide the Contractor with name(s) of personnel authorized to order parts or repair services within one month of Contract effective date.
5.2 Contact the Contractor by e-mail or telephone to place an order requesting repair services.

6. SPECIFIC INVOICE REQUIREMENTS

Invoice shall be sent to the ordering service center. Statements for Fleet Mobility Services shall be sent to the email or address below:

	City of Austin
Department	Fleet Mobility Services
Attn:	Accounts Payable
Address	6800 Burleson Rd., Bldg 312, Ste. 165
City, State, Zip Code	Austin, Tx 78744
Email:	COAFleetAP@austintexas.gov

For questions regarding your invoice/payment please contact the City Contract Manager.

Invoice shall be sent to the ordering service center. Statements for Aviation shall be sent to the email or address below:

	City of Austin
Department	Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd. Suite 411
City, State, Zip Code	Austin, Texas 78719
Email:	Abia.invoices@austintexas.gov

For questions regarding your invoice/payment please contact the City Contract Manager.

7. DESIGNATION OF KEY PERSONNEL

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name/ Title	Phone Number	Email Address
City Contract Manager (Fleet Mobility Services)	Molly Strickland	512-974-1749	molly.strickland@austintexas.org
City Contract Manager (Aviation)	Tina Gamez	512-530-6717	tina.gamez@abia.org
City Contract Administrator, Procurement Specialist	Bridney Stewart	512-974-3127	bridney.stewart@austintexas.gov

PRICE SUBMITTAL
CITY OF AUSTIN
VEHICLE PAINTING, DENT REPAIR, & REFINISHING SERVICES

SOLICITATION NO.: IFB 7800 BRS1023

BUYER: Bridney Stewart

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

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. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the Price Submittal 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.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

SECTION 1A – HOURLY LABOR RATE - 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 the Price Submittal.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1A	Body Labor - Steel bodies	250	HOUR	33.00	8250.00
1.2A	Body Labor - Aluminum Bodies	100	HOUR	45.00	4500.00
1.3A	Mechanical Labor	100	HOUR	62.00	6200.00
1.4A	Refinish Labor - Steel Bodies	125	HOUR	33.00	4125.00
1.5A	Refinish Labor - Aluminum Bodies	125	HOUR	33.00	4125.00
1.6A	Paint Materials	200	HOUR	33.00	6600.00
				SUBTOTAL FOR SECTION 1A =	33800.00

SECTION 1B – HOURLY LABOR RATE - 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 in the Solicitations Terms and Conditions.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1B	Body Labor - Steel bodies	250	HOUR	35.00	8750.00
1.2B	Body Labor - Aluminum Bodies	100	HOUR	45.00	4500.-
1.3B	Mechanical Labor	100	HOUR	62.00	6200.-
1.4B	Refinish Labor - Steel Bodies	125	HOUR	33.00	4125.00
1.5B	Refinish Labor - Aluminum Bodies	125	HOUR	33.00	4125.00
1.6B	Paint Materials	200	HOUR	33.00	6600.-
				SUBTOTAL FOR SECTION 1B =	34300.-
				TOTAL FOR SECTION 1 =	68100.00

CATEGORY 2 - MARKUP TO COSTS FOR MATERIALS

The City estimates an annual spending need of $24,000 for non-specified auto body repair parts.

Offeror shall be able to provide materials to complete the repairs. The percentage markup to costs listed shall be the maximum 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 materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 15%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

The annual spending need 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	ESTIMATED ANNUAL MATERIAL SPEND	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2.1	Markup to Costs for all related Materials and associated Components	$12,000.00	10	1320.-
2.2	Markup to Subcontracting Costs	$12,000.00	15	1380.-
			TOTAL FOR CATEGORY 2 =	2700.-

CATEGORY 3 - MISCELLANEOUS SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	40	EA	15.00	600.00
3.2	FLAT FEE FOR EXPEDITED SERVICES	10	EA	0	0
				TOTAL FOR CATEGORY 3 =	600.-
				TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 3 =	95700.00

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF ✓

COMPANY NAME: LEIF JOHNSON FORD

EMAIL ADDRESS: KDIAMOND@LEIFJOHNSONFORD.COM

PRICE SUBMITTAL
CITY OF AUSTIN
VEHICLE PAINTING, DENT REPAIR, & REFINISHING SERVICES

SOLICITATION NO.: **IFB 7800 BRS1023**

BUYER: **Bridney Stewart**

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

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. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the Price Submittal 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.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

SECTION 1A -- HOURLY LABOR RATE - 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 the Price Submittal.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1A	Body Labor - Steel bodies	250	HOUR	**$48.00**	$12,000.00
1.2A	Body Labor - Aluminum Bodies	100	HOUR	**$60.00**	$6,000.00
1.3A	Mechanical Labor	100	HOUR	**$70.00**	$7,000.00
1.4A	Refinish Labor - Steel Bodies	125	HOUR	**$48.00**	$6,000.00
1.5A	Refinish Labor - Aluminum Bodies	125	HOUR	**$48.00**	$6,000.00
1.6A	Paint Materials	200	HOUR	**$34.00**	$6,800.00
				SUBTOTAL FOR SECTION 1A =	**$43,800.00**

SECTION 1B -- HOURLY LABOR RATE - 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 in the Solicitations Terms and Conditions.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1B	Body Labor - Steel bodies	250	HOUR	**$54.00**	$13,500.00
1.2B	Body Labor - Aluminum Bodies	100	HOUR	**$60.00**	$6,000.00
1.3B	Mechanical Labor	100	HOUR	**$70.00**	$7,000.00
1.4B	Refinish Labor - Steel Bodies	125	HOUR	**$54.00**	$6,750.00
1.5B	Refinish Labor - Aluminum Bodies	125	HOUR	**$54.00**	$6,750.00
1.6B	Paint Materials	200	HOUR	**$34.00**	$6,800.00
				SUBTOTAL FOR SECTION 1B =	**$46,800.00**
				TOTAL FOR SECTION 1 =	**$90,600.00**

CATEGORY 2 - MARKUP TO COSTS FOR MATERIALS

The City estimates an annual spending need of $24,000 for non-specified auto body repair parts.

Offeror shall be able to provide materials to complete the repairs. The percentage markup to costs listed shall be the maximum 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 materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 15%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

The annual spending need 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	ESTIMATED ANNUAL MATERIAL SPEND	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2.1	Markup to Costs for all related Materials and associated Components	$12,000.00	**25.00%**	$15,000.00
2.2	Markup to Subcontracting Costs	$12,000.00	**20.00%**	$14,400.00
			TOTAL FOR CATEGORY 2 =	**$29,400.00**

CATEGORY 3 - MISCELLANEOUS SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	40	EA	**$60.00**	$2,400.00
3.2	FLAT FEE FOR EXPEDITED SERVICES	10	EA	**$0.00**	$0.00
				TOTAL FOR CATEGORY 3 =	**$2,400.00**
				TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 3 =	**$122,400.00**

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF ___X_____

COMPANY NAME:	ACM Body & Frame, Inc
EMAIL ADDRESS:	acmbody@centurytel.net

PRICE SUBMITTAL CITY OF AUSTIN
VEHICLE PAINTING, DENT REPAIR, & REFINISHING SERVICES

SOLICITATION NO.: **IFB 7800 BRS1023**

BUYER: **Bridney Stewart**

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

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. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the Price Submittal 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.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

SECTION 1A -- HOURLY LABOR RATE - 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 the Price Submittal.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1A	Body Labor - Steel bodies	250	HOUR	**$42.00**	$10,500.00
1.2A	Body Labor - Aluminum Bodies	100	HOUR	**$60.00**	$6,000.00
1.3A	Mechanical Labor	100	HOUR	**$75.00**	$7,500.00
1.4A	Refinish Labor - Steel Bodies	125	HOUR	**$42.00**	$5,250.00
1.5A	Refinish Labor - Aluminum Bodies	125	HOUR	**$42.00**	$5,250.00
1.6A	Paint Materials	200	HOUR	**$32.00**	$6,400.00
				SUBTOTAL FOR SECTION 1A =	**$40,900.00**

SECTION 1B -- HOURLY LABOR RATE - 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 in the Solicitations Terms and Conditions.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1B	Body Labor - Steel bodies	250	HOUR		no bid
1.2B	Body Labor - Aluminum Bodies	100	HOUR		no bid
1.3B	Mechanical Labor	100	HOUR		no bid
1.4B	Refinish Labor - Steel Bodies	125	HOUR		no bid
1.5B	Refinish Labor - Aluminum Bodies	125	HOUR		no bid
1.6B	Paint Materials	200	HOUR		no bid
				SUBTOTAL FOR SECTION 1B =	**$0.00**
				TOTAL FOR SECTION 1 =	**$40,900.00**

CATEGORY 2 - MARKUP TO COSTS FOR MATERIALS: The City estimates an annual spending need of $24,000 for non-specified auto body repair parts.

Offeror shall be able to provide materials to complete the repairs. The percentage markup to costs listed shall be the maximum 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 materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 15%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

The annual spending need 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	ESTIMATED ANNUAL MATERIAL SPEND	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2.1	Markup to Costs for all related Materials and associated Components	$12,000.00	**10.00%**	$13,200.00
2.2	Markup to Subcontracting Costs	$12,000.00	**15.00%**	$13,800.00
			TOTAL FOR CATEGORY 2 =	**$27,000.00**

CATEGORY 3 - MISCELLANEOUS SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	40	EA	**$0.00**	$0.00
3.2	FLAT FEE FOR EXPEDITED SERVICES	10	EA	**$0.00**	$0.00
				TOTAL FOR CATEGORY 3 =	**$0.00**
				TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 3 =	**$67,900.00**

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF _____

COMPANY NAME:	Big Boys Collision North
EMAIL ADDRESS:	Bigboyscollisionnorth@gmail.com

PRICE SUBMITTAL
CITY OF AUSTIN
VEHICLE PAINTING, DENT REPAIR, & REFINISHING SERVICES

SOLICITATION NO.: **IFB 7800 BRS1023**

BUYER: **Bridney Stewart**

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

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.

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Prices offered on the Price Submittal 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.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

SECTION 1A -- HOURLY LABOR RATE - 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 the Price Submittal.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 1 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1A	Body Labor - Steel bodies	250	HOUR	**$46.00**	$11,500.00
1.2A	Body Labor - Aluminum Bodies	100	HOUR	**$85.00**	$8,500.00
1.3A	Mechanical Labor	100	HOUR	**$85.00**	$8,500.00
1.4A	Refinish Labor - Steel Bodies	125	HOUR	**$46.00**	$5,750.00
1.5A	Refinish Labor - Aluminum Bodies	125	HOUR	**$46.00**	$5,750.00
1.6A	Paint Materials	200	HOUR	**$36.00**	$7,200.00
				SUBTOTAL FOR SECTION 1A =	**$47,200.00**

SECTION 1B -- HOURLY LABOR RATE - 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 in the Solicitations Terms and Conditions.

ITEM NO.	DESCRIPTION OF LABOR HOURS - GROUP 2 VEHICLES	ESTIMATED ANNUAL HOURS	UNIT	HOURLY RATE	EXTENDED PRICE
1.1B	Body Labor - Steel bodies	250	HOUR	**$46.00**	$11,500.00
1.2B	Body Labor - Aluminum Bodies	100	HOUR	**$85.00**	$8,500.00
1.3B	Mechanical Labor	100	HOUR	**$85.00**	$8,500.00
1.4B	Refinish Labor - Steel Bodies	125	HOUR	**$46.00**	$5,750.00
1.5B	Refinish Labor - Aluminum Bodies	125	HOUR	**$46.00**	$5,750.00
1.6B	Paint Materials	200	HOUR	**$36.00**	$7,200.00
				SUBTOTAL FOR SECTION 1B =	**$47,200.00**
				TOTAL FOR SECTION 1 =	**$94,400.00**

CATEGORY 2 - MARKUP TO COSTS FOR MATERIALS

The City estimates an annual spending need of $24,000 for non-specified auto body repair parts.

Offeror shall be able to provide materials to complete the repairs. The percentage markup to costs listed shall be the maximum 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 materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into all costs (administrative, overhead, shipping charges, etc.) to deliver the materials to the Austin, TX area. These costs shall be factored into the markup to costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms and not exceed 15%. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

The annual spending need 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	ESTIMATED ANNUAL MATERIAL SPEND	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2.1	Markup to Costs for all related Materials and associated Components	$12,000.00	**15.00%**	$13,800.00
2.2	Markup to Subcontracting Costs	$12,000.00	**15.00%**	$13,800.00
			TOTAL FOR CATEGORY 2 =	**$27,600.00**

CATEGORY 3 - MISCELLANEOUS SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
3.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF CITY VEHICLES	40	EA	**$46.00**	$1,840.00
3.2	FLAT FEE FOR EXPEDITED SERVICES	10	EA	**$46.00**	$460.00
				TOTAL FOR CATEGORY 3 =	**$2,300.00**
				TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 3 =	**$124,300.00**

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF ____X____

COMPANY NAME: TEXAS AUTO REFINISHING

City of Austin SMBR Small & Minority Business Resources *Opening the door to opportunities.*

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Bridney Stewart/974-3127	**PM Name/Phone**	Molly Strickland/ 974-1749
Sponsor/User Dept.	Fleet Services	**Sponsor Name/Phone**	Molly Strickland/ 974-1749
Solicitation No	BRS1023	**Project Name**	Vehicle Painting, Dent Repair, & Refinishing Services
Contract Amount	$572,000.00	**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**

Request for a five year contract to purchase Vehicle Painting, Dent Repair, & Refinishing Services.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

This is replacing MA 7800 NA190000206 - No goals were assigned

List the scopes of work (commodity codes) for this project. *(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)*

92819 Body and Frame Work (including undercoating) - 50%
92857, Painting Vehicle- 40%
06512 Body and Frame Parts, Including Bed Extenders (Not Otherwise Designated) - 10%

Bridney Stewart	1/29/2021
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY			
Date Received		**Date Assigned to BDC**	
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	

City of Austin SMBR Small & Minority Business Resources *Opening the door to opportunities.*

GOAL DETERMINATION REQUEST FORM

☐ Exempt from MBE/WBE Procurement Program	☑ No Goals

City of Austin SMBR Small & Minority Business Resources *Opening the door to opportunities.*

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	
~~Provide information on availability:~~ 2 firms avaliable between the 3 scopes listed	
Subcontracting Opportunities Identified	
~~List any subcontracting opportunities identified:~~ 92819, 06512 Body & Frame work, parts,92857 paint and body	

~~Counselor Name~~ John Wesley Smith	John Wesley Smith 01/29/2021
SMBR Staff	**Signature/ Date**
Jessica Oberembt	Jessica Oberembt 02.01.2021
SMBR Director or Designee	**Date**
Returned to/ Date:	