



DRIPPING SPRINGS
Texas

**REQUEST FOR BIDS
CITY OF DRIPPING SPRINGS, TEXAS
FLEET MAINTENANCE SERVICES**

Sealed Bids, one (1) original, (3) copies, and one (1) electronic copy (in PDF format) on CD or flash drive shall be delivered to the City of Dripping Springs, City Administrator, 511 Mercer St, Dripping Springs TX 78620, at or before: 4:00 PM on July 23, 2021, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

NOTICE TO BIDDERS

Contractor shall provide all necessary labor, material, and equipment to provide fleet maintenance services for the City of Dripping Springs starting on or about October 1, 2021, and ending on or about September 30, 2022, and subsequent renewal periods in strict accordance with the terms, conditions, and provisions of this solicitation.

Sealed bids addressed to the City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas, 78620, will be received from Contractors interested in providing fleet maintenance services as specified by the City of Dripping Springs, Texas for a NON-EXCLUSIVE CONTRACT DURATION OF ONE (1) YEAR, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

THE AGREEMENT SHALL BE A NON-TRANSFERABLE AGREEMENT.

Contractors interested in bidding on the Fleet Maintenance may attend an option pre-bid conference on **July 16, 2021, at 2 p.m. at City Hall.** If interested in participating in the pre-bid conference, please contact Craig Rice, Maintenance Director at crice@cityofdrippingsprings.com by 4:00 p.m. on **July 14, 2021**. The purpose is to ask questions about the contract requirements and to understand the vehicles to be maintained.

This may not be an exclusive maintenance contract. A list of existing city vehicles is attached herein. The number, make/model, and composition of vehicles may change without prior notice. The City will award the contract to the bidder who provides the goods and services at the best value to the City. Bidders located within a ten (10) mile radius of Dripping Springs City Hall are preferred. The selection will be based on price, reputation of the bidder, quality of the products, performance, and reliability of the Bidders.

Contract awards for the fleet maintenance services will be made to the bidder who provides the best value to the City. The lowest and best value bids are those, which result in the lowest cost to the City of Dripping Springs for the complete fleet maintenance services and who meet the criteria

listed above. The City reserves the right to reject any and all bids and to waive any and all irregularities. Evaluation criteria are below.

I. TIME SCHEDULE.

It is the City's intent to follow the following process and timetable, resulting in the selection of a vendor. At the City's discretion, it may change the estimated dates and the process set forth below, as it deems necessary including, but not limited to interviews.

City issues RFB.	07/01/21
Deadline for Bidders to submit questions/clarification request in writing to City by 4:00 pm.	07/19/21
Deadline for City to respond to written questions to all parties receiving RFP.	07/21/21
Deadline for Submittal of Bids 4:00 pm.	07/23/21
Notice of Intent to Award.	08/03/21
Award of Contract by Dripping Springs City Council.	8/17/2021

II. GENERAL CONTRACT REQUIREMENTS

INSURANCE: The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under the agreement awarded through this bid process. The contractor shall file with the City of Dripping Springs, prior to the commencement of services, a certificate of insurance documenting the required insurance as outline in the City of Dripping Springs Insurance Requirements listed in *Exhibit "E"*.

Insurance certificates satisfactory to the City must be received before contractor can begin work. Failure to supply and maintain such insurances shall be a breach of contract. Insurance certification must be supplied to:

City of Dripping Springs
511 Mercer St. /P.O. 384
Dripping Springs, Texas 78620

CONFLICT OF INTEREST: A statement indicating the Applicant has no conflict of interest with the City of Dripping Springs, including any past or present employees or past or present elected officials of the City. **THE CIQ FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL. THE FORM IS AVAILABLE HERE:** <https://www.ethics.state.tx.us/forms/ciq.pdf>

Applicants will also be required to complete a 1295 form from the Texas Ethics Commission available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

III. CONTRACTOR'S RESPONSIBILITY FOR DAMAGE CLAIMS

In the event a written claim for damages against the Contractor remains unsettled at the time payment for work is pending, City is authorized to withhold from said payment, at City's discretion, the amount of said claim, unless the Contractor shall submit written evidence satisfactory to City that the claim has been settled and a release has been obtained from the claimant involved, or good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed. Any retainage will comply with Texas law.

IV. EVALUATION CRITERIA

Selection of the Contractor will be based on qualifications and rates. Criteria shall include:

- a) The purchase price;
- b) The location of the Contractor;
- c) The reputation of the Contractor and of the Contractor's services;
- d) The quality of the Contractor's goods and services;
- e) The extent to which the services meet the City's needs; and
- f) The Contractor's experience in providing fleet maintenance services.

Should this solicitation fail to contain sufficient information in order for interested bidders to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested contractor may in writing request clarification from Craig Rice, Maintenance Director, no later than four (4) days prior to the required time and date for sealed bid proposal submission. The interested contractor shall email a copy of the written clarification request to the Maintenance Director, Craig Rice, at crice@cityofdrippingsprings.com. Written requests from interested firms and written responses by the City will be provided to all Applicants. Besides the pre-bid conference listed above, this is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City.

Bids Submittal (using the forms in Exhibit C):

- a) A proposed outline of tasks, products, and a project schedule including the hours of operation.
- b) A proposed budget based on the above outline of task, products, and schedules.
- c) Provide three (3) commercial fleet maintenance client references within the last five (5) years who are willing to validate the Bidder's past performance on contracts of a similar size and scope. If not available, references from three clients from the last three (3) years are willing to validate the Bidder's past performance can fulfill this requirement.

V. SCOPE OF SERVICES

The scope of service, operating procedures, and vehicles to be covered are attached herein as Exhibit A, B, and D, respectively.

VI. TERMS AND CONDITIONS

- A.** The City reserves the right to reject any and all bids, and to waive minor irregularities in any bids.
- B.** The City reserves the right to request clarification of information submitted, and to request additional information from any Bidder.
- C.** The City reserves the right to award any contract to the next most qualified Bidder if the successful Bidder does not execute a contract within fifteen (15) days after contract award.
- D.** The City reserves the right to award all or a portion of the required services to more than one qualified Bidder at the City's sole discretion.
- E.** The contract resulting from acceptance of a bids by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFB. If a Bidder has any exceptions to the terms of the contract, these must be submitted for consideration with the bids. Otherwise, the Bidder will be deemed to have accepted the form of the Agreement. The City will not consider changes to its indemnification and insurance.
- F.** After preliminary selection and prior to contract award, the City will meet with the Bidder to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- G.** The Bidder should expect to schedule annual meetings with designated City staff to review service performance.
- H.** The City shall not be responsible for any costs incurred by firm in preparing, submitting, or presenting its response to this RFB.

VII. COMPENSATION

- A.** Present detailed information the firm's proposed fee schedule for the services proposed and for any variation for the non-routine services, inclusive of any applicable governmental charges. Provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- B.** Payment by the City for the services will only be made after the services have been performed and accepted by authorized City representatives. The City requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the City as described in Exhibit A under Repair Order. Monthly statements shall be submitted by the 30th of each month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of monthly statement. Discount periods must be

extended if the billing invoice is returned for credit or correction.

VIII. LICENSE REQUIREMENT

Bidder must have an Automotive Service Excellence (ASE) – Certified Master Automobile technician on staff to perform or supervise the services included in this RFB.

IX. COST OF DEVELOPING SEALED BIDS

All costs related to the preparation of the sealed bids and any related activities are the sole responsibility of the applicant. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

Attachments:

Exhibit “A” Scope of Services
Exhibit “B” Operating Procedures for Vehicle Maintenance Services
Exhibit “C” Forms
Exhibit “D” City of Dripping Springs Vehicle Master List
Exhibit “E” Insurance Requirements
Exhibit “F” Draft Agreement

EXHIBIT A

SCOPE OF SERVICES

GENERAL PROVISIONS

The successful Bidder must be able to perform general and preventive maintenance and routine repair services on vehicles and equipment including, but not limited to, brakes, tires, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City's preference is for the Bidder to have the ability to perform all required services. However, work may be subcontracted. When subcontractors are used, the Bidder is responsible for performance of the work including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This Request for Bids is divided into vehicle manufacturers, service items, and sub-items to allow the award of more than one contract, if it is deemed to be in the City's best interest.

The Bidder must have the ability to provide required preventive maintenance and repair service listed in Item E (below) for the fleet listed on Exhibit D. Any exception including subcontracting must be noted in the response.

A. Preventive Maintenance

The City's vehicles are routinely driven short distances; frequent start/stop; and long idle periods. The attached *Exhibit A* outlines preventative maintenance requirements due to the use conditions.

B. Repairs and Maintenance

Provide service/repairs to all common mechanical and electrical systems as needed.

C. Transport of Vehicles for Service

Provide occasional pick-up and delivery of vehicle from City facilities and other locations within City limits when City personnel are unavailable to transport vehicles.

- City Hall – 511 Mercer St.
- Dripping Springs Ranch Park – 1042 Event Center Dr.

For vehicles not drivable, additional towing charge may be billed upon approval of authorized City staff.

D. Conditions on Required Services

- Priority 8 hours turn-around on all vehicles and routine repairs including brakes and routine maintenance.
- When a prior appointment has been made for routine maintenance, the turn-around time should be no more than 6 hours.
- Provide adequate inventory on special parts to ensure minimum turn-around on non-routine repairs.
- Exterior wash and interior vacuum of serviced vehicles.

E. Repair Order Content and Procedure

- The Bidder shall provide Repair Orders for all services provided containing the following information:
- Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by the City staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to City upon completion, and a billing copy shall be sent to the City with the monthly statement.
 - Any Actual work/cost above prior written estimate requires City approval prior to work start.
 - Date work performed
 - Vehicle and/or license #, make/model
 - Vehicle mileage at time of service/repair
 - Date in / date out / time completed
 - Detail type of service, hours, material used, and cost associated with each.
- Subcontracted repair orders containing same information shall be attached to the repair order.
- Authorization of all work above \$500.00 must be pre-authorized by Department Head or their pre-designated City employee prior to commencement of repairs. Time waiting for authorization by pre-designated City employee shall not count towards any limitation on turnaround time. A list of designated city employees shall be provided to successful bidder. **Note:** The City reserves the right to hold payment on any repairs in excess of \$500.00 which were not pre-authorized. In the event of unauthorized service billing above \$500.00, the City may refuse payment, and demand significant discount of the repair cost or may elect to only pay up to \$500.00 of said repair cost at its discretion without further liability.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit.
- The Bidder guarantees and warrants that all material furnished, and all services performed will be free from defects in material and workmanship and will be warranted by Bidder for a minimum of 120 days, 4,000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance. The Bidder shall remedy all such defects at the Bidder's own expense within one (1) working days after notification by City.
- Warranty on subcontracted repair orders shall be provided by the Bidder. The Bidder shall be the prime contractor; however, subcontractors may be used by the Bidder. The Bidder assumes responsibility for the work of its subcontractors. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

F. Hours of Operation

- The City has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

Schedule A: Preventive Maintenance Schedule

	Service				
	Service A	Service B	Service C	Service D	Service E
	4 month	8 month	12 month	24 month	48 month
Service	4000 miles	8000 miles	12000 miles	30000 miles	60000 miles
Change Engine Oil	x	x	x	x	x
Change Engine Oil Filter	x	x	x	x	x
Check Air Filter Condition	x	x	x	x	x
Check and Adjust Drive Belts	x	x	x	x	x
Check Battery Electrolyte Level, Add Water As Needed; Clean And Tighten Terminals	x	x	x	x	x
Check Brake Fluid Level	x	x	x	x	x
Check Brake Pads, Shoes, Hoses	x	x	x	x	x
Check Breather Condition	x	x	x	x	x
Check Drive Tran Fluid Levels (Transmission, Transfer case, Differential)	x	x	x	x	x
Check Engine Compartment Fluid Levels, Add As Needed	x	x	x	x	x
Check Engine Cooling System, Hoses And Clamps	x	x	x	x	x
Check Exhaust System	x	x	x	x	x
Check Front And Rear Shocks For Wear and/or Leakage	x	x	x	x	x
Check Exterior & Interior Lights And Other Electrical Correct Operation	x	x	x	x	x
Check Power Steering Fluid Level	x	x	x	x	x
Check Tire Pressure And Condition	x	x	x	x	x
Check Windshield Wiper operation, Blades condition, Washer Solvent level, Fill as needed.	x	x	x	x	x
Lubricate Chassis/CV boots	x	x	x	x	x
Lubricate Steering Linkage	x	x	x	x	x
Check Front Brake Pads, Rotors And Calipers		x	x	x	x
Check Rear Brake Shoes, Drums And Wheel Cylinders		x	x	x	x
Rotate Tires (4 Way - Front To Rear)	x	x	x	x	x
Air Filter - Replace			x	x	x
Check Headlight Alignment			x	x	x
Check Parking Brake Operation	x	x	x	x	x
Lubricate Door Latches, Locks And Hinges	x	x	x	x	x
Fuel Filter - Replace			x	x	x
Transmission - Change Fluid, Filter, Gasket			x	x	x
Check Air Condition System, Freon Level And Compressor Operation Where Applicable					x

EXHIBIT B

OPERATING PROCEDURES FOR VEHICLE MAINTENANCE SERVICES

This Exhibit sets forth the operating policy and procedures for servicing City vehicles and equipment. It discusses maintenance scheduling procedures and invoicing requirements.

Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures and initiate the service transaction within 30 minutes of their arrival and/or service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

To assist the Bidder with the maintenance program, the City will provide:

1. Listing of covered vehicles (Exhibit D) updated, as necessary.
2. Repair orders and billing invoices must refer to the vehicles by their VIN number.
3. City preventive maintenance schedule (Schedule A).
4. Designated City staff contacts.

A. Safety Check

The Bidder shall perform a safety check in conjunction with all maintenance requirements listed within this RFB. These safety checks shall be performed every time a vehicle is brought in for service:

- ✓ Tires – Visually check condition.
- ✓ Lights – Check directional signaling devices and emergency light systems for proper operation.
- ✓ Seat belt – Check operation of seat belts.
- ✓ Windshield Wipers and Washers – Check condition of wiper arms and blades.
- ✓ Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- ✓ Fluid Levels – Check and replenish fluid levels in transmission, differential, steering sector or power steering pump, and master cylinder. Inspect all units for leakage and clogging.
- ✓ Battery – Check condition of heatshield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals, as necessary.
- ✓ Heater-Defroster-Air Conditioner System and Wiper Controls – Check switches, valves, and ducting doors for proper operation.
- ✓ Exhaust System – Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for

open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.

- ✓ Steering and Suspension Components – Conduct a “look and “shake” inspection.
- ✓ Frame/Sub-Frame and Cross Member – Visually check for “drive-over” and/or vehicular damage and fatiguing.
- ✓ Drive Shaft U-Joints / CV Joints – Conduct a “look” and “shake” inspection for seal leakage and joint failure.
- ✓ Critical Components – Check condition of all under-hood heatshields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.
- ✓ Brakes – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimates of remaining life of pads and shoes.
- ✓ Starter/Charging System – Electronically check starter motor cranking speed and current draw. Check alternator charging rate.
- ✓ Cooling System – Visually inspect entire system for leaks, damage or other signs of needed repair.

B. Scheduling of Maintenance and Service Procedures

1. City has designated the Maintenance Director as the current Fleet Coordinator and Fleet Representative (FR); the FR is the Bidder’s primary contact with the City. However, the Fleet Coordinator and Fleet Representative may change during the life of this agreement.
2. The Bidder shall identify a single individual by name to serve as the responsible contact for daily communication with the City regarding vehicle scheduling and vehicle status update(s).
3. The FR will contact the designated Bidder’s representative between 8:00 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The Bidder’s representative shall provide accurate and timely information to the FR on vehicle status including but not limited to:
 - What vehicle(s)/equipment are ready by vehicle VIN number.
 - What vehicle(s)/equipment are being serviced/require repair.
 - Estimated completion of vehicle(s)/equipment under repair.
 - Description of repairs and costs.
4. For other services, the City will deliver the vehicle to the Bidder’s facility and provide a

description of the problem(s) of the vehicle is experiencing.

The Bidder shall contact the FR and provide an estimate and obtain authorization to proceed. For services estimated over \$500, the Bidder must obtain FR or other City Designated Representative's written approval via e-mail or hand delivery prior to performing any work.

5. After the service is completed, the Bidder shall:
 - a. Complete Vehicle Service Order ready for FR or designee to sign.
 - b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventive maintenance.
 - c. Wash the exterior and vacuum the interior of vehicles.
 - d. Contact FR to provide time that vehicle is ready for transporting back to the original location. If the FR is not available, leave a voicemail message.
 - e. After the FR or designee has checked the work performed, signed off on the Repair Order, the Bidder's representative shall provide the vehicle keys to the FR or designee.
6. When repairs cannot be accomplished at the Bidder's facility or a City approved subcontractor's facility, the Bidder must contact the FR for instructions. No repairs shall be made by non-authorized facilities without notification of the FR.
7. The Bidder shall report to the FR any vehicle brought in for service or repair and the Bidder has determined that the service or repair was due to driver misuse.
8. The Bidder will be responsible for loss and damage to all City vehicles under its custody and/or control.
9. The City may, at its sole option, purchase tires from the Bidder at the State of Texas contract pricing or better.
10. All repair parts are to be original equipment manufacturer (OEM) or equivalent. Exceptions will be individually considered by the FR on a case-by-case basis.

C. Preventive Maintenance

The City will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by VIN number, the type of preventive maintenance the vehicle is to receive, and the week the vehicle is due for service. The FR or designee will notify the Bidder for specific dates vehicle will be ready for service.

The preventive maintenance services will be in accordance with the preventive maintenance schedule (Schedule A). Additionally:

1. If projected brake pad/shoe life is less than 1500 miles, replace brakepads/shoes.
2. Tires will be checked, and depth of tread will be indicated on Repair Order.

3. Turn-around time of 6 to 8 hours for routine preventive maintenance is expected.
4. When a prior appointment has been made for routine maintenance, the turn-around time should be six (6) hours.

D. Non-Preventive Maintenance Service and Emergencies

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the FR or designee. If a City employee delivers a vehicle to the Bidder's facility Monday through Friday between 8:00 a.m. and 5:00 p.m. requesting service without prior notification to you from the City, call the FR or designee for instructions.
2. If a City vehicle has a breakdown or is involved in an accident and must be towed, then it will be towed to the Bidder's facility. In such situation, the Bidder shall contact the FR for instructions.
3. There may be times when the FR calls early in the day with a specific set of instructions, and later in the day changes them; or, another staff member will call to change them if the FR is not available. The last set of instructions will prevail. The Bidder is responsible for requesting instructions in writing if needed.
4. Turn-around time of 6 to 8 hours for non-preventive maintenance service is required, unless otherwise approved by the FR.

**EXHIBIT C
BIDS FORMS**

I. MANAGEMENT INFORMATION

Bidders and any subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks, and other vehicles, must be licensed to conduct business in the State of Texas, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

1. SHOP PROFILE
RESPONSIBILITY SHOP NAME: _____

NAME OF SHOP OWNER(S) _____

SHOP ADDRESS: _____

PHONE NUMBER: _____

E-Mail Address: _____

NUMBER OF YEARS IN BUSINESS: _____

NUMBER OF YEARS IN BUSINESS AT THIS LOCATION: _____

AUTOMOTIVE REPAIR DEALER LICENSE NO.: _____
2. PROXIMITY TO CITY HALL _____ MILES. (511 Mercer Street, Dripping Springs, TX)
3. NAME OF SHOP MANAGER(S): _____
4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: _____

Title/Duties: _____

Years with Bidder: _____

Qualifications: _____
5. Emergency Contact (365 days/year; 24 hours): _____

6. Operating Hours – The Bidder shall be currently operating out of a commercial facility, which is open and accessible to City personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays).

II. REFERENCES AND QUALIFICATIONS

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.
2. Please provide 3 commercial fleet maintenance client references within the last five years, their size of fleet by vehicle type, type and frequency of the service provided.

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Fleet Size/Type: _____

Years of Contract: _____

Frequency of Service: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Fleet Size/Type: _____

Years of Contract: _____

Frequency of Service: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Fleet Size/Type: _____

Years of Contract: _____

Frequency of Service: _____

3. Approximately what percent of your shop work is currently derived from fleet business?

_____ %

4. Are you currently or have you ever previously provided repair services to other government entities? Yes No

If yes, please list the entity names, contract person and phone number:

5. The City would like to tour the facilities of all complete bidders of this project. Can you please provide a date between June 26-30 when the City could tour your facility?

III. SUPPLEMENTAL QUESTIONNAIRE

1. City drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously, and competently. How will you do this?
2. What procedures are followed to ensure successful completion of service work prior to the vehicle being released to the customer?
3. City requires the Bidder to designate one person from the shop to work with City representatives and communicate vehicle repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.
4. The City expects six hours turnaround time for preventive and for routine repair services. Can you meet this standard and provide quality repair work? Yes [] No []
5. Please specify whether Original Equipment Manufacturer (OEM) or after-market parts will be used for repairs? If after-market parts will be used, please explain under what circumstance(s). Please be aware the City requires use of OEM parts for all services unless specified herein or otherwise approved by FR prior to repair for all services.
6. List days and hours of shop operations and after-hour emergency services availability.

7. Describe the availability of secured parking for vehicles in for repairs.

IV. FACILITY DESCRIPTION

1. How many bays are available for vehicles?
2. Indicate the number and type of vehicle lifts in the shop.
3. Describe what provisions and procedures you have in place to dispose of hazardous substances, oils, coolants, etc.
4. Do you have a certified emissions specialist on staff?
(Circle one) Yes No
5. Do you have an electrical systems specialist on staff?
(Circle one) Yes No
6. Describe any experience that you have in servicing/maintaining lift-equipped vehicles.
7. The City requires the Bidder to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location and phone number.
8. With each service, vehicle washing, and interior vacuuming is expected. Can you provide this performance standard or specialized service?
(Circle one) Yes No
9. Can you perform emergency roadside service as required?
(Circle one) Yes No

V. SUBCONTRACTORS

Bidders unable to perform all services listed herein may subcontract out those services outside of their expertise. However, the successful Bidder responding to the solicitation shall be considered the prime contractor, and therefore responsible for all services rendered. Bids must include names and addresses of all subcontractors to be used in conjunction with the contract.

Indicate what work is proposed to be performed by subcontractor(s). Indicate on the following list the name and location of all subcontractors.

<u>Service</u>	<u>Subcontractor</u> (Name/Location)	<u>Primary Contact</u>	<u>Phone</u>
ENGINE WORK			
--Minor Work			
--Major Rebuild/Repair			
ELECTRICAL			
DRIVABILITY			
--Tune Up			
--Fuel System			
--Ignition System			
--Coolant System			
HEATING/AIR CONDITION			
POWER TRANSMISSION			
CHASSIS			
--Steering			
--Suspension			
--Tires			
--Wheels			
BRAKES			
BODYREPAIR OTHER			

All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals. Interior vacuum and exterior wash and service reminder sticker are required with each service.

Bidders must state the UNIT PRICE separately for each item and extend the total. Unit prices shall include all packing charges. Unit prices will be used as a basis for award when an error in extending total amounts occurs. Bidders who restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the Bids.

Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item.

COMPANY	DELIVERY GUARANTEED		DAYS AFTER ORDER
ADDRESS	PROMPT PAYMENT DISCOUNT TERMS:		
CITY	STATE	ZIP CODE	PHONE
AUTHORIZED REPRESENTATIVE (Print)	TITLE	SIGNATURE	

Bids signed by an agent are to be accompanied by evidence of their authority.

VI. COST AND CONDITIONS

Services/Costs	Electric Vehicle		Inspection Pickup Truck		Maint./DSRP Pickup Truck	
	LaborHr	Material Cost	LaborHr	Material Cost	LaborHr	Material Cost
Scheduled Preventive Maintenance:						
Service A: 4 months or 4000 miles Service						
Service B: 8 months or 8000 miles Service						
Service C: 12 months or 12000 miles Service						
Cost of Hourly Labor Rate (not included in Service A, B, C)						
Replacement Dealer Parts (not included in Service A, B, C)						
Replacement None Dealer Parts (not included in Service						

Conditions:

- Prices for the services listed above must include all labor and material needed to complete the services specified.
- Prices proposed in this section are firm fixed prices for the initial period of the contract (two years).
- All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
- Interior vacuum and exterior wash and service reminder sticker are required with each service.
- Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
- Unless otherwise specified and/or agreed to, all services performed will be free from defects in material and workmanship and will be warranted for a minimum of 120 days or 4000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance.

[illegible]

Signature: _____

Date: _____

EXHIBIT D
City of Dripping Springs Vehicles Master¹

Dept.	Unit #	Year	Description	Category	Current Mileage	Est. Mileage/Yr.
Admin	AD001	2014	Chevy Spark	Electric Vehicle	25,166	1,800
Building	BD001	2019	Ford F-150	Inspection Pickup Truck	7,905	5,800
Maint.	MD002	2018	Ford F-350	Maint. Pickup Truck	27,594	8,200
Maint.	MD003	2019	Ford F-150	Maint. Pickup Truck	17,240	8,200
Maint.	MD004	2018	Ford F-250	Maint. Pickup Truck	79,577	9,000
Maint.	MD005	2021	Ford F-150	Maint. Pickup Truck	594	6,000
Pub. Wrks.	PW001	2019	Ford F-150	Inspection Pickup Truck	9,165	6,700
Ranch Park	PCS001	2002	Ford F-150	DSRP Pickup Truck	149,996	3,000

¹ The City may add vehicles to this list from time to time. All vehicles of similar type and condition added to this list will receive the same pricing as the related vehicles. Any vehicle where the pricing needs to be changed will need to be changed in writing or removed from the service list.

EXHIBIT E

CITY OF DRIPPING SPRINGS CONTRACTORS' INSURANCE REQUIREMENTS

Business providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

**EXHIBIT F
DRAFT AGREEMENT**

[1295 Number]

MAINTENANCE SERVICES AGREEMENT

This Agreement, made and entered into this ____ day of _____ 2021, by and between the **City of Dripping Springs**, Texas, hereinafter referred to as the “City” and _____, hereinafter referred to as “Contractor,” is understood and agreed to be as set forth herein:

- 1. Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permitting processes requires the services of a Fleet Maintenance Contractor. Contractor shall provide all necessary labor, material, and equipment to provide fleet maintenance services for the City of Dripping Springs starting on or about October 1, 2021, and ending on or about September 30, 2022. The term may be extended twice or one year periods on agreement of both parties.
 - (a) The Contractor shall be retained by the City under the designation of “City Fleet Maintenance Contractor.”
 - (b) Contractor agrees to make all inspections and perform maintenance required or requested by the City. Such inspections and maintenances shall include, but not be limited to, those related to vehicles owned and operated by the City.
 - (c) If the City’s request for a specific services is declined by Contractor, then the City may assign said duties to an employee or Contractor at the City’s discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned other than the pre-approved subcontractors.
 - (d) Upon City’s request, Contractor will make written reports noting all maintenance performed or requested and deliver a copy of such reports to the office via mail, in person, facsimile, or other electronic means within two (2) business days after the receipt of request.
 - (e) Contractor shall complete all requested preventive and non-preventive maintenance required for the safe operation of City vehicles.
 - (f) Contractor shall perform a safety check in conjunction with all maintenance requirements. These safety checks shall be performed every time a vehicle is brought in for service.
 - (g) Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under the agreement.
 - (h) Insurance certificates satisfactory to the City must be received before contractor can begin work.

- (i) Contractor must have an Automotive Service Excellence (ASE) – Certified Master Automobile technician on staff to perform or supervise the services requested.
- (j) Contractor must be able to perform general maintenance and routine repair services on vehicles and equipment including, but not limited to, brakes, tires, suspension, heat/air conditioning systems, electrical systems, engine, etc.
- (k) Request for maintenance may be made by telephone or e-mail. Upon notification and when available, Contractor will honor the request within two (2) business days.
- (l) Contractor shall conduct business as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Contractor will report to the City, verbally or in writing, any conflicts between Contractor and any citizen in the course of performing said duties.
- (m) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state, “open government laws.”
- (n) Contractor shall comply and complete all services as outlined in Exhibit “A” Scope of Services; Exhibit “B” Operating Procedures for Vehicle Maintenance Services; and all requested maintenance and repair on the Vehicle Master List in Exhibit “C”. The City may add or remove vehicles from the Vehicle Master List at any time and any services on an added vehicle will be charged the same as other vehicles on the list that are similar in type and condition. Contract shall submit a new set of proposed charges for any vehicle added that is not same in type or condition in a significant manner for approval by the City. If the City does not approve the proposed charges, the vehicle will be removed from the master list and will be serviced elsewhere.

2. Payment for Services: The City will employ the Contractor for the following fee structure:

- (a) **Preliminary Selection:** Prior to contract award, the City will meet with the Contractor to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- (b) **Payment:** Payment by the City for the services will only be made after the services have been performed and accepted by authorized City representatives. The City requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the City.
- (c) **Monthly Statements:** Monthly statements shall be submitted by the 30th of each month with a listing of all Repair Order Numbers, cost, and dates identified. Payment will be made thirty (30) days after receipt of monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

(d) **Repairs over \$500.** Any repair over \$500 must be approved by the Designated City Representative prior to performance.

3. **Term and Termination:** This Agreement will be effective from October 1, 2021 to September 30, 2022. The term may be extended for two additional one year terms on approval of both parties. Either party may terminate this Agreement by a thirty (30) day written notice to the other party.
4. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. Contractor shall maintain a separate place of business, from which Contractor can provide services to other customers unrelated to the City. Contractor shall provide the tools, equipment and supplies necessary for completion of the tasks covered by this Agreement.
5. **Employees:** Contractor's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
6. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAREport.php>
7. **Injuries/Insurance:** Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period.
8. **Indemnification:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING ATTORNEY'S FEES, COSTS AND JUDGMENTS THAT MAY BE ASSERTED AGAINST CITY THAT RESULT FROM ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.
9. **Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

10. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:

City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

If for the Contractor:

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

11. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.

12. Amendment: This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Applicable Law: The laws of the State of Texas shall govern this Agreement.

16. Venue: The venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

17. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

CITY OF DRIPPING SPRINGS: (Contractor)_____:

Bill Foulds, Jr. Mayor

Date

Date

ATTEST: _____

Andrea Cunningham, City Secretary