



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: SLW0203REBID

COMMODITY/SERVICE DESCRIPTION: Towing of City Vehicles

DATE ISSUED: 12/21/2015

REQUISITION NO.: 7800 15110600087

PRE-PROPOSAL CONFERENCE TIME AND DATE: Thursday, January 14, 2016 at 2PM

COMMODITY CODE: 96890

LOCATION: Municipal Building 124 W. 8th Street
 RM 335.5, Austin, TX 78701

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

PROPOSAL DUE PRIOR TO: Thursday, January 28, 2016 at 2:00 PM

Sandy Wirtanen
Senior Buyer

PROPOSAL CLOSING TIME AND DATE: Thursday, January 28, 2016 at 2:00 PM

Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

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

Marian Moore
Buyer II

Phone: (512) 974-2062
E-Mail: marian.moore@austintexas.gov

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SLW0203REBID	Purchasing Office-Response Enclosed for Solicitation # SLW0203REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SCOPE OF WORK	5
0600A	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0600B	COST SHEET	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

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TOWING OF CITY VEHICLES**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one (1) week prior to the Solicitation Due Date. Requests can be emailed to sandy.wirtanen@austintexas.gov or faxed to 512-322-6174

2. **ALTERNATE OFFERS**

- A. The City intends to solicit proposals in response to this Request for Proposal and reserves the right to compare those proposals to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).
- B. It is the City's preference to award a single contract for the towing and related services needs of Fleet Services; however, if the cooperative purchasing prices are lower than the proposal prices received, the City reserves the right to reject all proposals entirely and make multiple contract awards between a cooperative and the best-evaluated, responsive and responsible proposer. Award may be based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.
- C. A Successful Proposer may be awarded either the entire contract, the majority of the contract, or select line items.

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

- A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

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- v. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Contractor shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following final completion of the work. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the work. The Contractor shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.
- B. Specific Coverage Requirements: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
 - ii. Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage

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- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. Garage Liability Coverage: The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation
 - (b) Thirty (30) days Notice of Cancellation
 - (c) The City of Austin listed as an additional insured
- v. Property Coverage: The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
 - (1) City of Austin shall be added as a loss payee.
- vi. Garagekeepers Liability. The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
 - (1) City of Austin shall be added as a loss payee.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph "A" above.

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

5. **PRE-AWARD**

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

6. **POST-AWARD**

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

7. **QUANTITIES**

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

8. **PICKUP AND / OR DELIVERY REQUIREMENTS**

- A. Pickups and deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations.
- B. Unless requested by the City, pickups and deliveries shall not be made on City-recognized legal holidays (**reference paragraph 51 in Section 0300**).
- C. For Towing and Related Services:
- i. The Contractor shall provide, with each delivery, an itemized invoice with the following information:
- Date towing and related services were authorized
 - List of towing and related services made
 - Date towing and related services were completed
 - Itemized list of towing and related services provided
 - Number of labor hours associated with the towing and related services
 - Repaired unit identification (either unit number, license plate, or VIN)

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

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: Equipment and descriptions, unit number, license plate number, or vehicle identification number (VIN), the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.
- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. Monthly statements shall be mailed to the below address:

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

- E. The Contractor agrees to accept payment by credit card, check, or Electronic Funds Transfer (EFT) for all 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.
- F. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

10. VERIFICATION OF CONTRACTOR'S LABOR HOURS

- A. Labor hours must be based on published industry standards where they apply. In areas where such standards have not been published, the City reserves the right to restrict labor hours based on historic experience for like services.
- B. Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- C. If during the review the pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

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11. PRICING REQUIREMENTS - SPECIFIED ITEMS

- A. The Specified Items listed in Section 0600 represent the most commonly purchased items for services. This list of services is an annual estimate of Specified Services that may be required for services under the resultant contract.
- B. All Offerors must submit firm fixed pricing for the Specified Items and Hourly Labor Rates for the first twelve (12) months of the contract. These prices may only be **adjusted on the anniversary date of the Contract** solely for the purpose of accommodating changes in the Contractor's direct costs. Any approved adjustment in the pricing of the Specified Items and Hourly Labor Rates shall remain firm for the next twelve (12) month period of the contract.
- C. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

13. WORKFORCE SECURITY CLEARANCE

- A. Access to any Fleet Services facility by the Contractor will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees are kept fully informed as to these requirements.

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14. **ECONOMIC PRICE ADJUSTMENT –SPECIFIED SERVICES**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data.
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SAS4	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. Average	
Description of Series ID: Transportation Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Services	

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

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

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

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

15. **PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (reference also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

16. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification unless a longer period is specified in the City's written notice. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

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17. **WARRANTY REQUIREMENTS – SERVICES (reference Paragraph 22, Section 0300)**

- A. The Contractor warrants and represents that all services provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.

18. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an Interlocal Agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal Agreement.

19. **CONTRACT MANAGER**

- A. The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Hazel Black – Contract Compliance Supervisor

1190 Hargrave Street

Austin, TX 78702

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK FOR
TOWING AND RELATED SERVICES**

1. PURPOSE

- 1.1 This Request for Proposal (RFP) is to establish contracts with multiple Vendors able to provide Towing and Related Services for City of Austin ("City") light-duty, medium-duty, and heavy-duty class categories of vehicles and equipment. Contracts will be awarded to provide towing and related services as stipulated in this solicitation.
- 1.2. The contracts will be utilized by the Fleet Services Department. The City reserves the right to allow other City Departments to utilize the contracts.

2. DEFINITIONS

- 2.1 **Fleet Service Center** is a term used to designate any City facility where vehicles and equipment are repaired or serviced.
- 2.2 **Approved Light-Duty Wrecker** shall mean a tow truck with the capacity to tow a vehicle with the combined gross vehicle weight (GVW) of 10,000 pounds or less. The wrecker shall be equipped with wheel lifts, hitches, dollies, chains and cables, and any other equipment necessary to tow any type of passenger car, farm or construction-type tractor, or light-duty truck meeting the GVW requirements. A flatbed type wrecker may be included as an approved light-duty wrecker if properly equipped. An approved light-duty wrecker shall be equipped to lift and carry vehicles without bending, scratching, or otherwise damaging them.
- 2.3 **Approved Medium-Duty Wrecker** shall mean a tow truck with the capacity to tow a vehicle with the combined GVW of 10,001 to 26,000 pounds. The wrecker shall be equipped with wheel lifts, hitches, dollies, chains and cables, and any other equipment necessary to tow any type of vehicle, tractor or equipment. An approved medium-duty wrecker shall be equipped to lift and carry vehicles without bending, scratching, or otherwise damaging them.
- 2.4 **Approved Heavy-Duty Wrecker** shall mean a tow truck with the capacity to tow a vehicle with the combined GVW of 26,001 pounds or more meeting all the requirements of ordinances pertaining to heavy-duty wreckers. The wrecker shall be properly equipped to tow any heavy-duty truck, including but not limited to garbage trucks and fire vehicles and equipment, and shall be able to lift vehicles without bending, scratching, or otherwise damaging them.
- 2.5 **Disabled City Vehicle** means any City vehicle/unit that is unable to move under its own power or that could damage other vehicles, equipment, or property if the vehicle/unit is moved under its own power.
- 2.6 **Drivable** means capable of being driven safely and successfully (as a vehicle).
- 2.7 **Dry Run** is a service call where the City's vehicle or equipment is gone when the wrecker arrives at the dispatched location and it is confirmed that the Contractor arrived in the time required by the Contract and no notice of cancellation was given prior to the Contractor's arrival.
- 2.8 **Vehicle Category Class Codes:**
 - 2.8.1 Class I and II (Light-duty) –10,000 GVW or less
 - 2.8.2 Class III, IV, V, and VI (Medium-duty) – 10,001 to 26,000 GVW
 - 2.8.3 Class VII (Heavy-duty) – 26,001 GVW and over
- 2.9 **Vehicle Retrieval Service** is the same as a vehicle and equipment wrecker and towing service. The terms are used interchangeably in this Scope of Work.

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3. CONTRACTOR QUALIFICATIONS

- 3.1 The Contractor must be an operational towing service facility regularly engaged in the business of providing towing and related services for a minimum of three (3) consecutive years within the last five (5) years.
- 3.2 The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current towing services customers. Professional references shall be on customers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the customer.
- 3.3 The Contractor must be an established towing services facility equipped with all tools necessary to provide towing and related services when requested by the City. In order to minimize downtime of City units, said facility shall be located within 30 miles of the Texas State Capitol.
- 3.4 The Contractor shall have a minimum number of the following wreckers capable of properly lifting and transporting City vehicles identified herein (see paragraphs 2.8 and 3.6):
 - 3.4.1 For Light-Duty Vehicle services:
Three (3) wreckers
 - 3.4.2 For Medium-Duty Vehicle services:
Three (3) wreckers
Two (2) lowboys
One (1) rotator for vehicles and equipment 26,000 lbs.
 - 3.4.3 For Heavy-Duty Vehicle services:
Three (3) wreckers
Two (2) lowboys
One (1) rotator for vehicles and equipment 26,000 lbs. and over
One (1) flatbed with a three (3) ton capacity
- 3.5 All wreckers shall have at least one (1) set of dual rear wheels, and shall meet the definitions of the types of approved wreckers listed in paragraph 2.2-2.4.
- 3.6 The Contractor shall have appropriate wreckers, capable of properly lifting and transporting the following City vehicles:
 - 3.6.1 All Class I and II units including police patrol sedans
 - 3.6.2 City ambulances and EMS vehicles (All ambulances must be towed from the front)
 - 3.6.3 City fire vehicles and equipment
 - 3.6.4 Selected Classes III, IV, V, VI, & VII units, including Bronto Aerial tower units, vehicles with mounted aerial devices, and other specialized City units
- 3.7 The Contractor shall ensure all wreckers meet equipment, licensing, permitting, and registration requirements applicable to the United States, State of Texas, and City statutes, ordinances, rules and regulations governing tow trucks, including but not limited to:
 - 3.7.1 Texas Occupation Code, Vehicle Towing, Title 14, Regulation of Motor Vehicles and Transportation, Chapter 2308, also cited as the Texas Towing Act
 - 3.7.2 Texas Administrative Code, Title 43, Transportation, Part 10, Chapter 218, Motor Carriers;

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- 3.7.3 City Code, Chapter 13-6, Vehicle Towing Services, and all applicable towing rules.
- 3.8 The Contractor shall maintain a current and valid City Tow Truck Registration certificate for each tow truck wrecker used to provide services.
- 3.9 The Contractor shall have a minimum of two (2) tow truck operators per required wrecker, fully qualified to work on towing and related services. The Contractor shall be able to verify that all tow truck operators have a valid commercial driver's license, with the required endorsements as mandated by State of Texas Laws and Ordinances regarding operation of towing services and vehicle retrieval services. Operators shall have a minimum of three (3) years hands-on experience within the last five (5) years working on towing and related services. Training certificates and/or documentation shall be submitted with proposal.
- 3.10 The Contractor shall provide and maintain a reliable telecommunications dispatch system, which is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). RECORDING MACHINES DO NOT MEET THIS REQUIREMENT.

4. CONTRACTOR'S RESPONSIBILITIES FOR TOWING AND RELATED SERVICES

- 4.1 The Contractor shall provide all labor, personnel, equipment, materials, tools, supervision, and transportation required to perform the services described herein.
- 4.2 The Contractor shall comply with all applicable United States and State of Texas laws and regulations and all City statutes, ordinances, rules, and regulations regarding the operation of a towing and/or vehicle retrieval service.
- 4.3 The Contractor shall provide documentation of all required licensing and permits with their proposal.
- 4.4 The Contractor shall provide all services in a professional manner, exercising due care for the health, safety, and property of others and the City of Austin property.
- 4.5 The Contractor shall furnish a complete inventory or detailed listing of all wreckers and other equipment to be used under this contract with their proposal. The list shall include the license numbers, vehicle identification numbers, and age/year for all vehicles.
- 4.6 The Contractor shall maintain full and accurate records of all services provided under this Scope of Work. The Contractor shall provide reports to the City upon request.
- 4.7 The Contractor shall provide, upon request, a monthly and/or yearly total of all towing and related services performed for Fleet Services. The City prefers that the report be in an electronic format that may be sorted or other City-approved format. The report shall itemize towing and related services by date, Service Center that placed the order, type of tow or related services, cost for labor (including hours and rates), description, total cost of services, and towed unit identification (either unit number, license plate, or VIN).
- 4.8 The Fleet Service Center Manager or designee will provide verbal and/or written authorization (e.g. email) to proceed with the towing and related services for city vehicles. Authorization shall include a unique delivery order number.
- 4.9 The Contractor shall be responsible for any damage by the Contractor to City equipment, buildings, and/or property. Any damage shall be repaired at the Contractor's expense.
- 4.10 The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the Fleet Service Center Manager or designee.

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- 4.11 The Contractor shall provide an itemized invoice to the Fleet Service Center Manager or designee, upon completion of each tow and/or related service. The invoice shall include the following information.
 - 4.11.1 The Service Center number requesting towing and related services
 - 4.11.2 The name of the Service Center person placing the call
 - 4.11.3 The dispatch time
 - 4.11.4 The year, make, and model of the vehicle
 - 4.11.5 The City's Vehicle Number and if applicable, license number
 - 4.11.6 The location of disabled City vehicle (address)
 - 4.11.7 The Delivery Order number for the specific tow
 - 4.11.8 The date and time of service (including arrival and departure times for dispatched location)
 - 4.11.9 A description of the specific service(s) performed and the itemized cost of each service
 - 4.11.10 Delivery location
 - 4.11.11 Towing rate category (light-duty, medium-duty, heavy-duty) for the service call
- 4.12 The Contractor shall comply with all safety and environmental laws (see paragraph 11 in Section 0300).
- 4.13 The Contractor shall be responsible for ensuring the safety of Contractor employees, City employees, and the public during the performance of all services under this Contract.
- 4.14 The Contractor shall provide towing and related services 24 hours a day, 7 days a week, and 365 days per year (including holidays) as requested by the Fleet Service Center Manager or designee.
- 4.15 The Contractor shall transport all City vehicles and equipment to the place designated by the Fleet Service Center Manager or designee. The Contractor must be prepared to respond to at least sixty (60) calls weekly.
- 4.16 The Contractor shall possess and use appropriate towing or wrecker equipment that is compatible for retrieving and transporting City vehicles and equipment. The City will only pay the rate for the proper class of wrecker for the vehicle being towed or retrieved. For example, if a medium-duty wrecker is used to tow or retrieve light-duty vehicles, the City will pay the rate for light-duty towing and related services. If the Contractor uses a heavy-duty wrecker to tow medium-duty vehicles, the City will pay the rate for medium-duty towing and related services.
- 4.17 The Contractor shall respond to service calls as indicated below:
 - 4.17.1 Within one (1) hour of notification by the City for service calls within the Travis County limits.
 - 4.17.2 Within two (2) hours of notification by the City for service calls outside the Travis County limits.
 - 4.17.3 If services cannot be completed in the given time, the Contractor shall contact the Fleet Service Center Manager or designee that initiated the service call within the timeframe as stated in 4.17.1 and 4.17.2 to apprise them of the estimated arrival time.

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4.17.4 Towing dispatcher shall provide the City an estimated time of arrival on all service calls.

- 4.18 The Contractor shall make provision to provide room in the cab of the wrecker for one (1) City employee to accompany the City Vehicle during the tow. At the option of the Contractor, more than one City employee may accompany the vehicle. The Fleet Service Center Manager or designee will notify the Contractor when City employees will accompany the vehicle. The City employee is to be dropped off at the same location where the vehicle in tow is delivered.
- 4.19 The Contractor shall immediately notify the Fleet Service Center Manager or designee of any situation regarding a disabled City vehicle that makes its retrieval or towing unsafe or that requires additional services prior to towing (such as fuel or hazardous material leaking from a disabled City vehicle).
- 4.20 The Contractor shall immediately notify the Fleet Service Center Manager or designee if the City vehicle or equipment cannot be located at the dispatched location. In the event of a Dry Run, the Contractor may charge the City as specified in Section 0600; however, the City must confirm the Contractor's arrival time at the dispatched location; that the Contractor arrived in the time required by the Contract; and that no notice of cancellation was given prior to the Contractor's arrival.

5. REQUIREMENTS FOR TOWING AND RELATED SERVICES

- 5.1 The Fleet Service Center Manager or designee will provide the following information when notifying the Contractor:
 - 5.1.1 The Service Center number requesting towing and related services
 - 5.1.2 The name of the Service Center person placing the call
 - 5.1.3 The location of the disabled City vehicle
 - 5.1.4 The City's Vehicle Number and if applicable, license number
 - 5.1.5 The Delivery location
 - 5.1.6 The Delivery Order number for the specific towing and related services

6. MILEAGE

Mileage is not reimbursable, and shall not be billed. However, the Contractor may charge per loaded mile for towing and related services of units outside of Travis County as indicated on the Bid Sheet.

7. EMERGENCY CONTRACTOR SUPPORT

- 7.1 Immediately following contract award, Contractor shall provide the City with an emergency contingency plan that identifies the City as a priority customer in the event of an emergency during the term of the contract and through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 7.2 In the event of an emergency, the contractor shall agree to follow the direction of the Fleet Director, or designee, to assure that towing and related services are made when the City requires them.
- 7.3 Contractor shall consider all City orders as priority and provide preferential treatment to the City throughout the entire contract term. This is a requirement due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: SLW0203REBID**

1. PROPOSAL FORMAT

Submit one original and one exact electronic version of the proposal. The original proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 – Scope of Work and any additional information you deem necessary to evaluate your Proposal. Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

A. **Tab 1 – Executive Summary:** Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal.

B. **Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0605 – Local Business Presence Identification
- iii. Section 0700 – Reference Sheet
- iv. Section 0835 – Non-Resident Bidder Provisions
- v. Completed and signed Section 0900 No Goals Utilization Plan (if applicable). **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include the 0900 No Goals Utilization Plan in Tab 1e.**

C. **Tab 3 – Authorized Negotiator:** Include the name, address and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.

D. **Tab 4 – Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

E. **Tab 6 – System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Provide an equipment list which includes license numbers, vehicle identification numbers, and age/year for all vehicles.

F. **Tab 8 – Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

H. **Tab 9 – Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project

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title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

- I. **Tab 10 – Personnel**: Provide resumes for key personnel and subcontractors who will be providing services under the agreement, including their specific experience with similar work in towing. At a minimum, include the following information about personnel in resume format:

Licenses
Training certificates
Years of employment with the Offeror

- J. **Tab 11 – Cost Proposal**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- K. **Tab 12 – Exceptions to the Proposal**: The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.
- L. **Tab 13 – Proposal Acceptance Period**: All Proposals are valid for a period of one hundred and eighty calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. **PROPRIETARY INFORMATION**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what

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information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

5. EXCEPTIONS: Be advised exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:** 100 points maximum

- i. Vendor Equipment **30 points**
- ii. Cost Proposal **30 points**
- iii. Demonstrated Ability to Perform Services **15 points**
- iv. Personnel Qualifications **15 points**
- v. Local Business Presence **10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:
PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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