

# CITY OF AUSTIN, TEXAS

Purchasing Office

## REQUEST FOR PROPOSAL (RFP)

### Offer Sheet

**SOLICITATION NO:** JRD0300

**COMMODITY/SERVICE DESCRIPTION:** Scooter Rental Services

**DATE ISSUED:** October 28, 2013

**REQUISITION NO.:** RQM 13100800013

**PRE-BID CONFERENCE TIME AND DATE:** 10:00 AM, Monday, November 4, 2013

**COMMODITY CODE:** 97550

*Pre-Bid Remote Conference Phone Number: 512-974-9300*  
*Enter the following Code when prompted: 782710*

**LOCATION:** 500 East Cesar Chavez Street, Austin, TX 78701  
*Enter through the Convention Center Administration Office for Pre-Bid.*

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:**

Jonathan Dalchau

Buyer II

Phone: (512) 974-2938

jonathan.dalchau@austintexas.gov

**BID DUE PRIOR TO:** 2:00 PM, Thursday, November 21, 2013

**BID OPENING TIME AND DATE:** 2:15 PM, Thursday, November 21, 2013

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

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

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

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

**SUBMIT 1 ORIGINAL, 4 SIGNED COPIES, AND 1 ELECTRONIC COPY of OFFER**

OFFER SUBMITTED BY

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

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone No. (     )

Fax No. (     )

Email Address: \_\_\_\_\_

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All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

**RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

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

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

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

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS).

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

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the bid opening date. Submissions may be made via email to [jonathan.dalchau@austintexas.gov](mailto:jonathan.dalchau@austintexas.gov), or via fax at (512) 974-2388.

2. **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

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.

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- (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - 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.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) additional 12-month month periods, subject to the approval of the Contractor and the City Purchasing Officer or his 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 agreement 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 his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Payment of the Gross Sales percentage shall be due, without billing or prompting by the City, on a quarterly basis or an agreed upon payment schedule determined at Contract award.

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Payment shall be mailed to the below address:

	City of Austin
Department	Convention Center
Attn:	Accounts Receivable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767-1088

**5. 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 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>

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

- A. Access to the Austin Convention Center Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The City reserves the right to require the Contractor to submit a complete list of all persons requiring access to the Austin Convention Center building(s) at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Convention Center building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

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- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**7. ECONOMIC PRICE ADJUSTMENT:**

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

Weight % or \$ of Base Price: 50 %
Database Name: Consumer Price Index - All Urban Consumers

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Series ID: CUUR0000SEMG	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Medical Equipment and Supplies	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

Weight % or \$ of Base Price: 50 %	
Database Name: Employment Cost Index	
Series ID: CIU2014120000000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Total Compensation, Private Industry, Retail Trade	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

**Composite Indexes:** Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

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.

8. **CONTRACT MANAGER:**

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

Mark Mason

Phone: 512-404-4066

Email: [mark.mason@austintexas.gov](mailto:mark.mason@austintexas.gov)

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

**CITY OF AUSTIN  
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP JRD0300  
SCOOTER RENTAL TEXAS**

**1. PROPOSAL FORMAT**

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. It is important to understand that all proposals should be submitted in the following format:

- a. Submit one (1) single-sided original, four (4) double-sided printed copies, and one (1) electronic version of the complete proposal. The electronic version must be in PDF format.
- b. The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original" and must include the original signature of the person authorized to sign on behalf of the Proposer.
- c. Use tabs to divide each part of the proposal.
- d. Provide a Table of Contents.
- e. Include with proposal all documents as required by the Request for Proposal:
  - Cover Page Offer Sheet
  - Section 0605 Local Business Presence Identification Form
  - Section 0700 Reference Sheet
  - Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
  - Section 0900 No Goals Utilization Form
  - Attachment A Revenue Proposal Form

Throughout proposal, provide details, pictures, graphs, examples, and any additional information that Proposer feels clearly demonstrates to the City Proposer's complete understanding of the requirements of this Request for Proposal.

The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of Proposer's organization and identify parent company if a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether your company operates as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Provide historical background information on the company and provide evidence of meeting the eligibility requirements as stated in Item 3 of Section 0500, Scope of Work.
- B. **Part II – Understanding Scope of Services**: Provide, in detail, evidence Proposer understands the scope of services and its ability to perform the services as presented in this Request for Proposal. Include industry information, charts, graphs, or any other information as necessary.
  - a. Given the information provided in Tables 1-4 of Item 2 of Section 0500, Scope of Work, identify the types of events that should be targeted for scooter rental sales.
    - i. Provide a written summary to explain why Proposer believes those types of events should be targeted for scooter rental sales.
      - (1) Include a plan that addresses how Proposer would provide scooter rental services for those events (example: number of scooters available to rent, staffing needs, marketing, and/or placement of rental booth).

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- b. Include details on the anticipated number of scooter rentals, average dollar sales, and projected expenses associated with each type of event.
  - c. Based on Proposer's prior experience, summarize the means for which scooter rental sales can be maximized.
  - d. Identify any roadblocks, issues, or concerns that can impede scooter rental sales.
- C. **Part III – Proposer's Program and Plan:** Describe Proposer's program and plan for accomplishing the required work as stated in the Scope of Work. Include any time-related displays, graphs, and charts as necessary to Proposer's plan for accomplishing required work. Provide details as required by the Scope of Work and any additional information Proposer deems necessary to evaluate the proposal.
- a. **Security and Safety (Items 5 and 8 of Section 0500, Scope of Work):** A statement of Proposer's compliance and adherence to all applicable rules and regulations of the Austin Convention Center Department's Security requirements of the Scope of Work.
    - i. Provide a copy of the Proposer's cash handling policy and procedure; indicate how cash will be secured.
    - ii. A statement of Proposer's compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
  - b. **Equipment (Items 6 and 7 of Section 0500, Scope of Work):** Provide a detailed description of proposed Fleet that will be deployed in the execution of services under the Contract. Details given will provide a clear indication that the fleet meets the minimum standards and all requirements of the Scope of Work.
    - i. Indicate the number of scooters that will be deployed based on event type and size (minimum 10).
    - ii. Include pictures of the proposed fleet of scooters.
    - iii. Include a copy of the scooter specification and provide the make and model.
    - iv. Provide a description of the set up and take down procedures for the Scooter Rental Booth.
      - 1. Describe the amount of time needed and type of equipment brought in by Proposer's company for set-up and take-down.
      - 2. Give approximate space needed (square footage) for operation of the rental area and any electrical, internet or telephone needs.
      - 3. Include a floor plan depicting the overall layout.
    - v. Describe the method used to secure all equipment.
    - vi. Describe the types of brief or minor repair activities vendor will perform on site.

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- c. Contractor Requirements (Item 9 of Section 0500, Scope of Work): Provide details which demonstrate Proposer's ability to meet requirements stated in Scope of Work.
- i. Describe the Point of Sale (POS) system that will be used for scooter rental services.
  - ii. Provide a description of how Proposer will conduct daily account reconciliation for each event.
    - 1. Provide a sample daily and per event reconciliation log.
    - 2. Describe what documents will be submitted with the reconciliation.
  - iii. State the transaction fees that Proposer will charge customers.
    - 1. Include a copy of any rental agreement that customers will sign prior to renting a scooter.
    - 2. Provide copies, pictures, or renderings of proposed signage that will post prices, Contractor contact information, and any other information.
  - iv. Propose the promotional/advertising activities Proposer's firm will utilize to help maximize sales.
  - v. Provide a statement indicating Proposer's ability to attend meetings with ACCD staff and/or clients.
  - vi. Indicate Proposer's preference for notification from ACCD of events and shows that scooter rental services have been booked.
  - vii. Include amount of time for advance notice, cancellations, timing of walkthroughs (if any), and any other information Proposer would like ACCD to consider for notification process.
  - viii. Indicate the level of Proposer's willingness to meet and work directly with ACCD clients (if any) for booking scooter rental services for events and shows.
- D. **Part IV - Management Structure**: Provide a general explanation and chart which specifies leadership, reporting responsibilities, and the team/personnel that will interface with ACCD 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.
- E. **Part V - 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 2003. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- a. Summarize details on the type of events and locations Proposer currently and/or previously provide scooter rental services.
    - i. At a minimum, provide at least five (5) different events.
    - ii. Include the size of events, time of year, number in attendance, clientele.
    - iii. Per event, indicate the number of scooter rentals and dollar sales.

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- F. **Part VI – Personnel (Item 4 of Section 0500, Scope of Work)**: Include names and qualifications of all personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide resumes (if applicable).
- a. Provide resumes (if applicable).
  - b. Provide a description and picture(s) of the uniform that will be worn by personnel assigned to perform services at ACCD.
  - c. Give a description of any training provided for personnel.
  - d. Provide a copy of Proposer’s customer service policy and include customer dispute resolution procedures.
- G. **Part VII - Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror’s Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team’s Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror’s MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- H. **Part VIII - 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

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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>

- I. **Part IX - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- J. **Part X - 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 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.
- K. **Part XI - Authorized Negotiator:** Include name, address, and telephone number of person in Proposer's organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- L. **Part XII – Revenue Proposal (Item 10 of Section 0500, Scope of Work):** Using Attachment A, Revenue Proposal Form, provide the percentage of gross sales Proposer will pay to the City.
  - a. Provide requested information for all item numbers.
  - b. Do not modify Attachment A. Include any qualifying statements to Attachment A (if any) as a separate document. The City reserves the right to adjust Proposer's overall evaluation score based on any qualifying statements made as they relate to Attachment A.
  - c. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. **PROPOSAL PREPARATION COSTS:**

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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.

**4. 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**

**a. Understanding of Scope of Services (15 points)**

The Proposer's response clearly demonstrates its understanding of the scope of services and its ability to perform those services for Austin Convention Center Department.

**b. Proposer's Program and Plan (30 points)**

The proposed program and plan for accomplishing the required work meets or exceeds the requirements of the Scope of Work.

**c. Management Structure, Prior Experience, and Personnel (20 points)**

The Proposer clearly demonstrates its experience and quality in managing, maintaining, and operating a scooter rental service in a convention, conference, or special-event setting.

**d. Local Business Presence (Maximum 10 points)**

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
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

**e. Revenue Proposal (25 Points)**

Percentage of Gross Sales to be paid to the Austin Convention Center Department. The Proposer with the highest percentage of Gross Sales will be awarded the maximum points; other Proposers are awarded points on a pro-rated basis. Submit with Proposal the Revenue Proposal Form, Attachment A.

**f. Optional Interview (Maximum 25 Points)**

Interviews may be conducted at the discretion of the City and may be awarded up to a maximum of 25 points for the interview, thereby establishing 125 as the maximum points

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available for Proposers (Total maximum points will be 100, if no interviews are conducted). The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- i. The point difference between the first and second ranked Proposer is less than five points.
- ii. The number of Proposers interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest to the City.
- vii. The City reserves the right to determine whether an interview will be conducted for any given solicitation/project.

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

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

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

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**USE ADDITIONAL PAGES AS NECESSARY**

**OFFEROR:**

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

**SUBCONTRACTOR(S):**

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

**SUBCONTRACTOR(S):**

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

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

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**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

\_\_\_\_\_

\_\_\_\_\_  
Signature, Authorized Representative of Offeror

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**END**

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

SOLICITATION NUMBER:

PROJECT NAME: SCOOTER REPAIR SERVICES

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
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: SCOOTER REPAIR SERVICES

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		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/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

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

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

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
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 _____

**CITY OF AUSTIN  
PURCHASING OFFICE  
"NO OFFER" REPLY FORM**

**SOLICITATION NUMBER:**                      **JRD0300**

**Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply**

City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767-8845

**(DO NOT RETURN ALONG WITH OFFER)**

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

**COMMODITY CODE:** 07020; 47065;  
47080; 92962; 97550; 97945; 97946

**DESCRIPTION:** MOTOR SCOOTERS AND TRUCKSTERS,  
ELECTRIC POWERED; SPECIALIZED MOBILITY ITEMS:  
WHEELCHAIRS; MOTORCYCLES, MOTOR SCOOTERS,  
AND TRUCKSTERS RENTAL; HOSPITAL EQUIPMENT -  
RENTAL OR LEASE

- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or  
Authorized

Representative:

Date:

Printed Name:

Title

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