



Amendment No. 6  
to  
Contract No. NR120000006  
for  
Alternate Pay Options for Paid Parking  
between  
PARX Ltd.  
and the  
City of Austin

1.0 The above referenced contract is amended as follows.

1.1 Add the following as Section 7.0 of the Contract's Exhibit C - Scope of Work.

**7.0 Transition of Services.**

- A. The Contractor shall communicate with customer account holders via email, the relevant details about the discontinuation of EasyPark services under this Contract no later than September 5th, 2018. The City will work with the Contractor to finalize the customer email message content.
- B. Effective September 5th, 2018, the Contractor shall no longer accept new customers, sell new devices to customers, or allow any transaction resulting in parking funds additions to customer accounts. The Contractor shall include a reminder to customers when signing into online accounts, to transfer funds from their online EasyPark accounts to their devices immediately for use, reminding customers that funds not transferred for use on device and used by September 5<sup>th</sup>, 2019, will no longer be available for use.
- C. The Contractor shall continue to provide customer service and technical support to Austin customers as long as the customer has an active account and continues to pay the monthly membership fee per device. The Contractor shall discontinue customer membership fees once the customer closes the account or by the end of the contract hold over period on September 5, 2019.
- D. The City will continue to honor the use of EasyPark devices for City of Austin on-street metered parking usage until September 5, 2019 or until the customer's preloaded fund balance is depleted, whichever comes first.
- E. The City nor the Contractor shall give any refunds to customers for unused funds.

2.0 The City hereby exercises the hold over provision of the above referenced contract for a period of one year starting on September 6, 2018 and ending on September 5, 2019, in accordance with the hold over language in the "Term of Contract" provision, which reads as follows:

"Upon the 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 calendar days unless mutually agreed on in writing)."

3.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/06/2012 – 09/05/2013	\$0.00	\$0.00

Amendment No. 1: 1.1 Add Section 1.6 1.2 Change Section 2.4 (Exhibit D) 1.3 Add Section 7.0.1.3.1 (Pay Exhibit D) 04/17/2013	\$0.00 \$0.00 <u>\$2,000.00</u> \$2,000.00	\$2,000.00
Amendment No. 2: Option 1 – Extension 09/06/2015 – 09/05/2016	\$0.00	\$2,000.00
Amendment No. 3: Assignment, OTIA Inc. to PARX Ltd. 03/16/2016	\$0.00	\$2,000.00
Amendment No. 4: Option 2 – Extension 09/06/2016 – 09/05/2017	\$0.00	\$2,000.00
Amendment No. 5: Option 3 – Extension 09/06/2017 – 09/05/2018	\$0.00	\$2,000.00
Amendment No. 6: Hold Over & Transition Plan 09/06/2018 – 09/05/2019	\$0.00	\$2,000.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

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

Sign/Date: Arnon Efraty / 09/04/2018

Printed Name: Arnon Efraty  
Authorized Representative  
PARX LTD  
ZHR Industrial Zone, P.O. Box 32  
Rosh Pina, Israel 120000  
[arnon@parxglobal.com](mailto:arnon@parxglobal.com)  
972-54-8194206

Sign/Date: Marian Moore 9/4/18  
Printed Name: Marian Moore  
Title: Procurement Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 5  
to  
Contract No. NR120000006  
for  
Alternate Pay Options for Paid Parking  
between  
PARX SPS  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 06, 2017 to September 05, 2018. No options remain.
- 2.0 The total contract amount is increased by \$0.00 for this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/06/2012 – 09/05/2015	\$0.00	\$0.00
Amendment No. 1: 1.1 Add Section 1.6 1.2 Change Section 2.4 (Exhibit D) 1.3 Add Section 7.0.1.3.1 (Pay Exhibit D) 04/17/2013	\$0.00 \$0.00 \$2,000.00 \$2,000.00	\$2,000.00
Amendment No. 2: Option 1 09/06/2015 – 09/05/2016	\$0.00	\$2,000.00
Amendment No. 3: Assignment, OTIA Inc. to PARX Ltd. 03/16/2016	\$0.00	\$2,000.00
Amendment No. 4: Option 2 09/06/2016 – 09/05/2017	\$0.00	\$2,000.00
Amendment No. 5: Option 3 09/06/2017 – 09/05/2018	\$0.00	\$2,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Sign/Date: Arnon Efraty / 09/03/2017

Printed Name: Arnon Efraty, President  
Authorized Representative

PARX SPS  
ZHR Industrial Zone, P.O. Box 32  
Rosh Pina, Israel 120000

arnon@parxglobal.com  
972-54-8194206

Sign/Date: Beatrice Washington 9-5-17  
Beatrice Washington, Contract Management Specialist III  
City of Austin, Purchasing Office



Amendment No. 4  
to  
Contract No. NR120000006  
for  
Alternate Pay Options for Paid Parking  
between  
PARX Ltd.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 06, 2016 through September 05, 2017. One option will remain.
- 2.0 The total contract amount is increased by \$0.00 (revenue contract) by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/06/2012 – 09/05/2015	\$0.00	\$0.00
Amendment No. 1: 1.1 Add Section 1.6 1.2 Change Section 2.4 (Exhibit D) 1.3 Add Section 7.0.1.3.1 (Pay Exhibit D) 04/17/2013	\$0.00 \$0.00 \$2,000.00 \$2,000.00	\$2,000.00
Amendment No. 2: Option 1 – Extension 09/06/2015 – 09/05/2016	\$0.00	\$2,000.00
Amendment No. 3: Assignment, OTIA Inc. to PARX Ltd. 03/16/2016	\$0.00	\$2,000.00
Amendment No. 4: Option 2 – Extension 09/06/2016 – 09/05/2017	\$0.00	\$2,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Sign/Date:

9/22/2016

Sign/Date:

Printed Name: Arnon Efraty  
Authorized Representative

PARX LTD  
ZHR Industrial Zone, P.O. Box 32  
Rosh Pina, Israel 120000  
arnon@parxglobal.com  
972-54-8194206

Joe Barrios  
Contract Compliance Specialist Senior  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
to  
Contract No. NR12000006  
for  
Alternate Pay Options for Paid Parking  
between  
PARX Ltd.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 06, 2013 through September 05, 2017. One option will remain.
- 2.0 The total contract amount is increased by \$0.00 (revenue contract) by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/06/2012 – 09/05/2015	\$0.00	\$0.00
Amendment No. 1: 1.1 Add Section 1.6 1.2 Change Section 2.4 (Exhibit D) 1.3 Add Section 7.0.1.3.1 (Pay Exhibit D) 04/17/2013	\$0.00 \$0.00 <u>\$2,000.00</u> \$2,000.00	   \$2,000.00
Amendment No. 2: Option 1 – Extension 09/06/2015 – 09/05/2016	\$0.00	\$2,000.00
Amendment No. 3: Assignment, OTIA Inc. to PARX Ltd. 03/16/2016	\$0.00	\$2,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Sign/Date: Arnon Efraty 9/19/2016

Arnon Efraty  
President  
PARX SPS Ltd.  
3 Hanagar  
Hod Hasahron  
Israel 45240

Sign/Date: Joe Barrios

Joe Barrios  
Contract Compliance Specialist Senior  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. NR120000006  
for  
Alternate Pay Options for Paid Parking  
between  
OTI America Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 06, 2015 through September 05, 2016. Two options will remain.
- 2.0 The total contract amount is increased by \$0.00 (revenue contract) by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/06/2012 – 09/05/2015	\$0.00	\$0.00
Amendment No. 1: 1.1 Add Section 1.6 1.2 Change Section 2.4 (Exhibit D) 1.3 Add Section 7.0.1.3.1 (Pay Exhibit D) 04/17/2013	\$0.00 \$0.00 <u>\$2,000.00</u> \$2,000.00	   \$2,000.00
Amendment No. 2: Option 1 – Extension 09/06/2015 – 09/05/2016	\$0.00	\$2,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract

Sign/Date: \_\_\_\_\_

Printed Name: Gonen Ziv  
Authorized Representative  
OTI America Inc.  
EasyPark USA Division  
430 Mountain Ave., Suite 407  
New Providence, New Jersey 07974

[John.rego@otiamerica.com](mailto:John.rego@otiamerica.com)  
201-655-1396

Sign/Date: \_\_\_\_\_

Joe Barrios  
Acting Contract Compliance Supervisor  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701





Amendment No. 1  
of  
Contract No. NR120000006  
for  
Alternate Pay Options for Paid Parking  
between  
OTI America Inc. ("Contractor" or "Operator")  
and the  
City of Austin ("City")


1.0 The above referenced contract is amended as follows.

- 1.1 Add Section 1.6 Exhibit D, Scope of Work attached to this Amendment.
- 1.2 Make the following change to Section 2.0
  - 1.2.1 Change 2.4 to read: "Scope of Work, Exhibit D as referenced in Section 1.6 above"
  - 1.2.2 Add Section 2.5, The Contractor's Offer, Exhibit B, as referenced in Section 1.6
- 1.3 Add the following to Section 7.0 of the Contract
  - 1.3.1 In consideration for the performance of the Scope of Work as outlined in Exhibit D of the Contract the City will pay the Contractor a total not-to-exceed amount of \$2,000


2.0 All other terms and conditions of the Contract remain the same

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract

OTI America Inc.

  
Signature  
Name Erin Divincent  
Title President  
Date 4/17/2013

City of Austin

  
Signature  
Name Erin Divincent  
Title Buyer II  
Date 4.17.13

# EasyPark for Municipalities: Commercial Fleet Pilot Outline

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## General:

The purpose of this document is to outline the main principles associated with the EasyPark Commercial Fleet Pilot ("Pilot").

## Objective:

The City has expressed an interest in adding EasyPark IVPM as a parking permit enabler for Commercial Fleets to obtain legal parking in its jurisdiction. The City asked OTI America Inc. ("Operator") through its parking solution unit, EasyPark USA, to provide the structure and support to conduct this Pilot

## Purpose –General:

The purpose of the Pilot is to allow the City to assess a few, pre-defined elements of the EasyPark IVPM solution for Commercial Fleets usage. The assessed elements shall be:

- Ease of use by driver; Pilot drivers shall confirm that:
  - Device has an easy-to-read screen
  - Has logical, easy-to-understand key sequences to perform all user-required tasks
  - Loading funds or permits and managing commercial accounts
  - Enforcement: Validate that enforcement personnel feel comfortable with the proposed solution
  - Deploy fifty (50) EasyPark devices to key commercial fleet customers as designated by the City

## Duration and Dates:

Duration of pilot will be up to 6 months.

Pilot start date: When this Amendment has been executed

Pilot end date: No longer than 6 months thereafter

## Cost:

Pilot cost to City for the duration specified above is \$2,000.00. This charge includes fifty (50) EasyPark devices, issuance and pre-setting of these fifty (50) devices within 4 Commercial permit zones, enrollment and ongoing support. An invoice will be provided to the City of Austin upon execution of this agreement.



**Pilot Outline:**

The proposed Pilot outline will include the following elements:

**Duration:**

Up to 6 months

**Number of EasyPark Devices:**

50

**Number of Zones:**

4

**Web loading Ability:**

NA

**City Branded Web-page:**

NA

**Reports Generation:**

Operator will provide the City with the Parking Usage report that is part of the EasyPark system.

**Training and Initiation:**

Operator will provide one training session online to all Pilot participants. The purpose is to ensure that all participants/users are briefed about the objectives and understand how to use the device and the systems. Kickoff date and training will be coordinated with the City.

**Completion and Next Step:**

Upon Pilot completion Operator and City will schedule a joint meeting to assess feedback from users and outline next steps. All provided equipment and devices will be returned to Operator.

**Personnel:**

For the purpose of the Pilot, the following individuals were identified as points of contact:

***OTI America Inc.***

John Rego – Executive Sponsor: [john.rego@otiamerica.com](mailto:john.rego@otiamerica.com) p. 732-429-1900 x109;

Allan Berkovitz - Director of Technical Support: [allan@otiamerica.com](mailto:allan@otiamerica.com) p: 732.429-1900 x145.



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

September 6, 2012

OTI America Inc.  
Gonen Ziv  
111 Wood Ave South  
Iselin, NJ 08830

Dear Gonen Ziv:

The Austin City Council approved the execution of a contract with your company for Alternate Pay Options for Paid Parking in accordance with the referenced solicitation.

Responsible Department:	Transportation Department
Department Contact Person:	Steve Grassfield
Department Contact Email Address:	Steve.grassfield@austintexas.gov
Department Contact Telephone:	512-974-1489
Project Name:	Alternate Pay Options for Paid Parking
Contractor Name:	OTI America Inc.
Contract Number:	NR120000006
Contract Period:	9/6/2012 – 9/5/2015
Extension Options:	3-12 month
Requisition Number:	2400 11101200031
Solicitation Number:	SDC0005
Agenda Item Number:	35
Council Approval Date:	4/5/2012

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Steve Cocke  
Buyer II  
Purchasing Office  
Finance and Administrative  
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")**

**And**

**OTI AMERICA, INC. ("Contractor")**

**For**

**Alternate Pay Options for Paid Parking**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract ("**This Contract**").

This Contract is between the Contractor, OTI America, Inc., a New Jersey corporation, having offices at 111 Wood Avenue Iselin, NJ 08830 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the last signing party ("**Effective Date**").

Capitalized terms used but not defined herein have the meanings given them in the City's Request for Proposals ("RFP"), Solicitation Number SDC0005.

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

- 1.1 This Contract;
- 1.2 The City's Solicitation, Request for Proposal, SDC0005, dated 10/17/11 including all documents incorporated thereto by reference, as Exhibit A;
- 1.3 The Contractor's Offer, dated November 2, 2011, including subsequent clarifications, attached hereto as Exhibit B;
- 1.4 Scope of Work (Revised) dated 8/29/12, attached hereto as Exhibit C.
- 1.5 Modifications. The Contract can be modified or amended only by a writing signed by both parties which shall be deemed as an integral part of this Contract. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**2.0 Order of Precedence.** Any inconsistency or conflict in the Contract documents between the Contract and its Exhibits or between the Exhibits between themselves shall be resolved by giving precedence in the following order:

- 2.1 This Contract;
- 2.2 The City's Solicitation, Exhibit A as referenced in Section 1.2 above, including all documents incorporated by reference;
- 2.3 Scope of Work (Revised), Exhibit C, as referenced in Section 1.4 above;
- 2.4 The Contractor's Offer, Exhibit B, as referenced in Section 1.3;

### 3.0 **Definitions**

The terms of this Contract should be interpreted in a literal sense, in the context thereof, and whose purpose clearly discloses the intention of the contracting parties, and unless otherwise expressly stated by the Parties, the following definitions shall mean:

- 3.1 **"Austin MSA"** – The Austin Metropolitan Statistical Area ("MSA") is made up of Travis, Williamson, Hays, Bastrop, and Caldwell Counties, State of Texas. The Austin MSA contains, among others, the cities of Austin, Cedar Park, Bee Cave, Dripping Springs, Pflugerville, Leander, Round Rock, Georgetown, San Marcos, Lockhart, Bastrop, Taylor, and Lakeway.
- 3.2 **"EasyPark System"** – means the Contractor's Back Office Management Software Modules, the Contractor's Database and Communication module, Web Reports Module, EasyPark Device management module, EasyPark Reloading module, , the Contractor's billing system and/or any other system elements or related components, as may be added or applied from time to time by the Contractor, as further specified in the Contractor's Offer, Exhibit B hereto;
- 3.3 **"EasyPark Device"** – means the Contractor's personal parking in-vehicle meter issued to end users to allow them to use the EasyPark System as further defined in the offer of the Contractor, Exhibit C hereto;
- 3.4 **"Users"** – The purchasers of the EasyPark devices for use as an alternate paying option for City of Austin-owned parking spaces and garages.

### 4.0 **Contractor's Obligations**

- 4.1 The Contractor shall fully and timely provide all deliverables and services described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 4.2 Contractor shall provide the services described in the Scope of Work (Revised), Exhibit C attached hereto.

### 5.0 **Object of the Contract and City's Obligations**

- 5.1 The City wishes hereby to introduce and integrate the Contractor's EasyPark System as an alternative paid parking option.
- 5.2 The City hereby grants the Contractor a non-exclusive concession with right to integrate, sell, distribute, market and operate its EasyPark System during the Term of this Agreement and any extension thereof, and undertakes to fully and timely perform its obligations as described herein in accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

### 6.0 **Term of Contract**

This Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional 12 consecutive month periods, subject to the approval of the Contractor and the City Purchasing Officer, or his designee.

## 7.0 **Compensation to City**

Revenue Sharing. In consideration for being granted the non-exclusive right and privilege to provide the alternate payment option, EasyPark, to Users of City single space meters, Pay Stations, and parking garages, Contractor agrees to pay the City \$1.00 for each EasyPark device sold in the Austin Metropolitan Statistical Area (Austin MSA), which shall be paid within thirty (30) days from the submission of the final audit report/statements submitted to the City in accordance to section 9 hereunder.

- 8.0 **Contract Managers.** The following individuals are designated by the Parties as Contract Managers and will act as the contact points between the City and the Contractor during the term of the Contract. In addition, the Contract Managers will be responsible for exercising general oversight of the Contractor's activities in completing the requirements of the contract.

City's Contract Manager	Contractor's Contract Manager
Steve Grassfield, Parking Enterprise Manager	John Rego, Director of Sales – Emerging Markets & Technologies
1111 Rio Grande	111 Wood Ave. South, Suite 105
Austin, TX 78701	Iselin, NJ 08830
Phone: (512) 974-1489 Email: Steve.Grassfield@austintexas.gov	Phone: (201) 655-1396 Email: john.rego@otiamerica.com

- 9.0 **Independent Audit.** Contractor's records shall be audited annually at Contractor's sole expense. Contractor shall make all records pertaining to this contract available for audit each year of the Contract. The audit report/statements will be submitted to the City directly by the Auditor within three (3) months after the anniversary date of the Contract.

9.1 The City may require the Contractor to furnish to the City an annual report on agreed-upon procedures for the Contractor's calculation of payments owed by the Contractor to the City, and all of the components included in the calculation, for which the City shall determine the agreed-upon procedures.

9.2 The engagement letter from the independent firm of certified public accountants shall contain a statement that the City shall receive a copy of the agreed-upon procedures report and all audit work papers produced either by the Contractor or the accounting firm during the agreed-upon procedures engagement. The procedures report shall be submitted to the City directly by the Auditor.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**OTI AMERICA, INC.**

**CITY OF AUSTIN**

Gonen Ziv  
Printed Name of Authorized Person

JEFF Dilbert  
Printed Name of Authorized Person

OTI AMERICA, INC.  
Signature

[Signature]  
Signature

President  
Title:

Corp. Purch. Mgr  
Title:

8/30/2012  
Date:

8/31/12  
Date:

**List of Exhibits**

- Exhibit A – The City's Solicitation, Request for Proposal, SDC0005, dated 10/17/11
- Exhibit B – OTI America, Inc. Offer, dated November 2, 2011
- Exhibit C – Scope of Work, (Revised) dated 8/29/12



## Exhibit C

### Scope of Work (Revised 8/29/12)

#### Alternate Pay Options for Paid Parking

1. **System Concept.** EasyPark is a comprehensive easy-to-use electronic parking payment system that provides the ultimate solution for drivers and municipalities. EasyPark enables drivers to have a convenient prepaid device without the need to look for coins or use paper, while simplifying the monitoring, collection and revenue distribution of parking fees, and provides a vast range of reports on usage and revenues for the municipality. EasyPark easily operates in conjunction with existing parking systems, providing a convenient alternate way to pay for parking. It can be used for payment in both on-street and off-street parking and requires no investment from the City of Austin to implement it in the field. The City of Austin will retain 100% of the parking revenue, set the rules & regulations, and enforcement procedures. There will be no transaction fees incurred by the City of Austin.

A. **EasyPark Personal Parking Meter Device.** The core of the EasyPark System lies in a durable, adaptable, contactless, multi-application smartcard device. The EasyPark is a Personal Parking Meter device that can be owned or leased by the driver. The driver will purchase the EasyPark device online through the EasyPark website dedicated to the City of Austin or at designated merchants in the city. The EasyPark Austin device will be accepted as an additional form of payment at all of the 5,200 on-street metered spaces along with the three (3) City-owned parking garages.

B. **EasyPark for the City of Austin.** The inclusion of EasyPark as an alternate pay option for parking requires no investment from the City of Austin, as fees for the EasyPark device and for loading it with prepaid parking funds will be charged directly to the device owner, i.e. the driver.

(1) Contractor's (aka, "OTI America", or referred to as "EasyPark") pricing for the EasyPark device is \$29.95 (which includes \$10.00 of parking, preloaded), plus purchasers will pay to Contractor a monthly membership fee of \$1.00 per month and a loading fee for each reloading of parking funds. For amounts up to \$50, a loading fee of \$2.95 will be charged; for amounts up to \$75 a loading fee of \$3.45 will be charged and for amounts up to \$100 a loading fee of \$3.95 will be charged. Maximum loads shall be limited to \$100.00 per load. The contractor may select to provide volume discount at its sole discretion. Contractor shall provide compensation to the City as stated in the Contract, Section 7.0 Compensation to City.

(2) The Contractor shall provide a standard USB cable and a User Manual in every EasyPark package. Zones information will be provided in a sticker form to be attached to the back of the device.

(3) In the event the device malfunctions, the unit has a one-year manufacturer's warranty. If damaged, lost, or stolen, customer must purchase a replacement at the original unit price. Damaged devices can be returned to the Contractor and Contractor shall transfer the remaining amount of parking time at no charge, as long as the amount is retrievable from the device.

(4) If customer reports the device serial number of a stolen or lost to the Contractor, the device will be canceled and additional reloading will be blocked.

(5) Contractor shall offer consumers the option to purchase an optional WAO (Wireless ADD On) when available

(6) Contractor shall establish point-of-sale arrangement with retail outlet(s) to sell devices and upload parking time as shall be required at Contractor's sole discretion.

(7) The Contractor shall ensure that the EasyPark system is Payment Card Industry Standard (PCI) compliant. The City acknowledge that the Contractor provided to the City Certificates of PCI Compliance which copy of them are attached hereto as Exhibits to be verified and approved in writing by the City prior to implementation of the EasyPark System. Contractor shall provide written certification of PCI compliance annually. Contractor shall create a secure website for Users to make online purchases of devices, load parking time to the devices, and view account information. Contractor shall follow industry best practices for encryption. The secure website shall be ready within thirty (30) days after contract award for City approval, prior to implementation.

(8) In the event the City establishes overflow parking locations for specific events, the City shall notify Contractor in writing so it shall coordinate with the City's Contract Manager for purposes of assigning a zone to that location

(9) Prior to implementation, Contractor shall provide training onsite for meter reading and a "train-the-trainer" two-day training session on Back Office software to the City.

(10) Contractor shall maintain the EasyPark System through the term of the contract, including at the City garages. The Contractor shall provide and maintain backup devices (such as EasyPark readers) to provide to garage operators when needed to replace any Contractor's faulty hardware device, which the City will return to Contractor for repair. The Contractor shall be solely responsible for the EasyPark System components to be installed at the COA garage systems. COA will be responsible for any costs associated with the installation and integration of the EasyPark System with the COA owned garages including but not limited to cutting into infrastructures or the opening of third party equipment or integrating third party software.

C. Operating an EasyPark Device. To use the EasyPark device, drivers need only to turn it on and select the correct zone and sub-zone. The device is then displayed in a holder on the window inside the

vehicle. The fare is deducted incrementally from the prepaid value stored on the device during the period of time actually parked. Initial period of 15 minutes shall be programmed and deducted immediately as the device is put into parking. After 15 minutes, the device can be programmed to deduct funds in 15 minutes intervals, as required by the City. When funds run low, the driver can replenish the funds by connecting the device through a USB cable to his computer and accessing a Contractor provided PCI secure website, or when available by going to designated retail locations where the driver can use both cash and credit cards to load funds to the device.

D. Enforcement. With EasyPark Enforcement becomes fast, simple, easy and measurable. EasyPark's bright color and convenient location make it highly visible to parking enforcement officers. Therefore, enforcement can be done by the City of Austin through the existing parking attendants of City without the need for additional equipment.

**2. Reports.** The Contractor shall provide detailed reports according to the City's requirement, as agreed in writing by the Parties. Through secured online access, the City can receive reports as required. This way the City of Austin can have relevant information about parking activity, including detailed description of transactions, dollar amounts and date and time of transactions. Additionally, summary and statistics parking reports shall be provided (average parking event cost, usage percentage in each zone and more). The City of Austin must also have access all device management reports, point of sale management reports and activity reports, all accessible through the Internet. The City of Austin must have complete control of all parking policies including rates, zones, time limits, handicap, permits, commercial and event parking. The Contractor shall utilize industry best practices for data security in protecting reporting data as well as the consumer data. Below you can find sample reports:

A. List of available reports: (additional reports will be made available upon request)

- (1) Device Distribution Reports
  - a. Device Distribution
- (2) Device Reports
  - b. Device Refund
  - c. Device Status - Detailed
  - d. Device Status – Summary
- (3) Diagnostics Reports
  - e. Device Operation Errors
  - f. POS Diagnostic
- (4) Inspection Reports

g. Inspection

(5) Parking Lot Reports

h. Parking Lot By Device

i. Parking Lot By Lot

(6) Parking Reports

j. Parking History

k. Parking History By City

l. Parking History By Company

m. Parking History By Device

(7) Reloading Report

n. Prepaid Balance by POS

o. Prepaid Balance Usage

p. Reloading

q. Reloading By Company

r. Reloading By Device

s. Reloading By Payment Form

t. Reloading By POS

(8) Subscription Reports

u. City Active Subscription

v. City Active SumCity

w. SumCity Subscription Details

x. City Subscription Summary

B. Sample Parking History: report displaying parking history by device serial number

[illegible]

C. Sample Reloading History: report displaying the reloading transaction events by device serial number and POS location

07/12/2012 05:12:40 PM

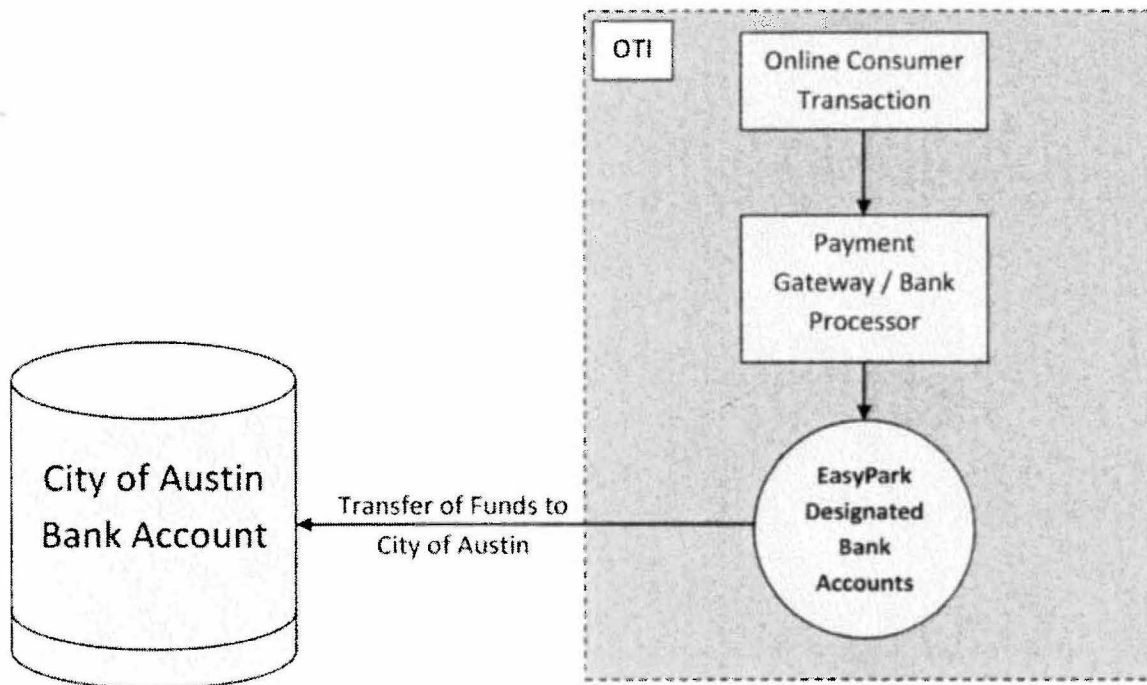
EasyPark London Regent Center

Parking History

Line	Vehicle	Plate	Location	Status	Start Time	End Time	Duration	Rate	Total	Payment Method	Payment ID	Payment Status
1	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
2	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
3	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
4	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
5	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
6	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
7	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
8	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
9	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
10	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
11	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
12	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
13	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
14	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
15	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
16	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
17	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
18	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
19	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000
20	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000	20000000

3. **Help Desk.** The Contractor shall provide a help desk for customer support to the City of Austin via e-mail [support@easyparkusa.com](mailto:support@easyparkusa.com) or a dedicated number 1-855-US EASYPARK. An extensive FAQ section on the website shall be created to allow easy trouble shooting.

4. **Funds Transfer to the City of Austin.** Contractor shall ensure Parking Funds are electronically deposited through Automated Clearing House (ACH) into the City's dedicated bank account provided by the City, at the time funds are determined to be the City's funds but no longer than three (3) business days after the time of upload of parking time on the device. Each week the Contractor shall provide a report of the previous week's ACH transfers to the City's bank account. The City may verify independently the loading amounts through online access to the EasyPark System.



5. **Option for expansion of the EasyPark System to include additional Municipalities (EasyPark Regional).** During the term of this Agreement the City shall have the option to expand the territory where the EasyPark System shall be integrated and/or aggregate additional Municipalities, communities or localities to the then existing System. Such expansion shall be subject to a proper detailed written Addendum to this Agreement agreed to by the Parties, based on the EasyPark System supplied, integrated and customized herein, at the commercial terms that should be negotiated and agreed between the parties of such Addendum, and provided such expansion shall be under similar terms and conditions stipulated in this Agreement.



To exercise the option previously mentioned, either Party must inform in writing the other Party, within a period of not less than six (6) months before the expiration of this Agreement and/or implementation of such expansion, its intention to exercise this option.

6. **Marketing Plan.** The marketing of the EasyPark System shall be at the sole discretion and expense of the Contractor. Contractor shall be responsible for executing the marketing campaign.

A. EasyPark will be seen as innovative and very progressive, offering the residents of the City and suburbs great benefits of convenience and ease of use that the EasyPark System delivers. The system deserves to be heralded as such, with recognition being given to the City of Austin for introducing such state-of-the-art technology in Austin. As such, in the case of joint promotional marketing efforts by EasyPark and COA, associated messaging, will be coordinated with and approved in writing by the City of Austin.

B. Contractor shall recommend a promotional and marketing campaign for the City's written approval to ensure significant levels of uptake of the new system. Maximum effort shall be made by the Parties at the outset to secure the highest levels of penetration of the market. A well-planned launch campaign strategy incorporating strong promotional and marketing tactics is essential to the success of the project, particularly at launch.

C. At the first stage, EasyPark will try to reach professionals who live in the area and come frequently to the business district (lawyers, doctors, government workers etc.) as well as university employees and students whom may be open to the idea of a new innovative solution for parking.

D. A specific program shall be tailored to the City of Austin once the marketing program has been approved in writing by the City. The City must approve in writing all marketing programs that involve the City. The marketing program may include, at the sole discretion of the Contractor any, but not necessarily all, of the following elements:

(1) A Designated website: the site shall also promote the EasyPark program, while users can access a secure section of the site to load funds and download usage reports.

(2) A Public relations campaign to gain local media attention. Campaign shall specify the benefits of the device to the driver while lauding the City for providing convenient payment options for parking.

(3) A Social media campaign shall create a page on Facebook and Twitter to promote awareness to the alternate payment option in Austin. The campaign may include a raffle of EasyPark devices among those who sign up for the EasyPark pages

(4) A Marketing Campaign which at the discretion of the Contractor may include all or any of the following elements:

(a) Upon the award of the contract, a press release agreed to by the City in writing will be issued to the local daily and weekly newspapers, business, motor, and technology sections of those papers, and also to other relevant magazines, announcing the award of the contract and indicating the proposed date for launch.

(b) Contractor shall provide a roadmap of communications with the public to the City for written approval from the point of the award of contract through to the launch date when the system would 'go live' in the city. At the core of this roadmap of communications shall be a Public Relations (PR) and promotional launch campaign around the designated introduction date for the system.

(c) Working with EasyPark's appointed PR agency in association with the City, a high-profile launch strategy of media placement will be undertaken in the weeks leading to the launch date for EasyPark. Media to be targeted will include News, Environment, Motoring, Technology, Lifestyle, Business, Austin, and other relevant correspondents in both the print and broadcast media, local and regional. Each shall be targeted on the basis of securing placement of both news stories and feature articles, as appropriate.

(d) Contractor shall offer post-launch, press releases to all relevant media, providing updates on the system and its success.

(e) The launch PR campaign shall be supported by heavyweight Promotional campaign centered on radio. EasyPark would propose to COA to run promotions at the time of launch on 'DriveTime' shows on selected radio stations which will be entertaining as well as informative and which will introduce EasyPark to audiences as an exciting new innovation in Austin's life. Consideration will be given to sponsorships of Travel & Traffic bulletins on radio, subject to availability at the time of launch.

# CITY OF AUSTIN, TEXAS

## Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

**SOLICITATION NO:** SDC0005

**COMMODITY/SERVICE DESCRIPTION:** Alternate Pay Options for Paid Parking

**DATE ISSUED:** 10/17/2011

**REQUISITION NO.:** 2400 11101200031

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 95872

**LOCATION:** N/A

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**PROPOSAL DUE PRIOR TO:** 11/2/2011 @ 2:00 P.M.

**COMPLIANCE PLAN DUE PRIOR TO:** N/A

Steve Cocke

Buyer II

Phone: (512) 974-2003

**PROPOSAL CLOSING TIME AND DATE:** 11/2/2011 @ 2:00 P.M.

**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 AND 6 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY \_\_\_\_\_

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

- Cover Page                      Offer Sheet
- Section 0600                    Bid Sheet(s)
- 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
- Bid Guaranty                    (if required)

**\*\* 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 90 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.ci.austin.tx.us/purchase/standard.htm>.

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# CITY OF AUSTIN, TEXAS

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM on October 27, 2011. Please send to: Steve Cocke by email [steven.cocke@austintexas.gov](mailto:steven.cocke@austintexas.gov).

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 contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office  
Attn: Steve Cocke  
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 WC 420304, or equivalent coverage

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

- (b) Thirty (30) days Notice of Cancellation, Form WC 420601, 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 Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (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 Underground Coverage (X,C,U).
  - (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 TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, 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.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

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

**3. 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 3 additional 12 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

**4. 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.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation Department (ATD)
Attn:	Accounts Payable
Address	505 Barton Springs Road, Ste 800
City, State Zip Code	Austin, TX 78704

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

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

**6. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a “living wage” and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers’ Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
  - i. employee’s full name, as used for social security purposes, and on the same record, the employee’s identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee’s workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee’s wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee’s wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.

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

- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated 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. The City requires Offerors submitting Offers on this Solicitation to provide a signed 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 (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

**8. 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.
- A. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

**9. 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:

Steve Grassfield

---

512-974-1489

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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.



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

SOLICITATION NUMBER: SDC00005

PROJECT NAME: Alternate Pay Options for Paid Parking

**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:

**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			

**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** \_\_\_\_\_

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

**SOLICITATION NUMBER:** SDC0005

**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:** 95872

**DESCRIPTION:** Parking Management Services

- ☐ 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

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
**Please Complete and Return This Form with the Offer**

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least  recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

**Add Reference**

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**SOLICITATION NO** **SDC0005**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

**SOLICITATION NO.** SDC0005

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. SDC0005  
FOR**

Alternate Pay Options for Paid Parking

**State of Texas**

**County of Travis**

**The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

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

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

--

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

\_\_\_\_\_  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION**  
*(Please duplicate as needed)*

**SOLICITATION NO.**

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<input type="text"/>		
Signature of Officer or Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="Alternate Pay Options for Paid Parking"/>
Contractor Name:	<input type="text"/>

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. SDC0005**

- 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"?

- ☐ Texas Resident Bidder - A Bidder whose principal 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.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM on October 27, 2011. Please send to: Steve Cocke by email [steven.cocke@austintexas.gov](mailto:steven.cocke@austintexas.gov).

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 contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office  
Attn: Steve Cocke  
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 WC 420304, or equivalent coverage

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

- (b) Thirty (30) days Notice of Cancellation, Form WC 420601, 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 Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (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 Underground Coverage (X,C,U).
  - (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 TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, 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.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**CITY OF AUSTIN  
PURCHASING OFFICE  
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**3. 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 3 additional 12 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

**4. 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.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation Department (ATD)
Attn:	Accounts Payable
Address	505 Barton Springs Road, Ste 800
City, State Zip Code	Austin, TX 78704

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

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

**6. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a “living wage” and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers’ Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
  - i. employee’s full name, as used for social security purposes, and on the same record, the employee’s identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee’s workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee’s wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee’s wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.



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

- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated 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. The City requires Offerors submitting Offers on this Solicitation to provide a signed 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 (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

**8. 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.
- A. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS**

**9. 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:

Steve Grassfield

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512-974-1489

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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  
Purchasing Office  
Request for Proposal (RFP)  
Alternate Pay Options for Paid Parking**

**RFP No. SDC0005**

**1. Purpose**

The City of Austin Transportation Department (ATD) seeks proposals from qualified and experienced providers of alternate pay options for parking garages, Pay Stations and Single space meters. The City of Austin has conducted a Request for Information that has established that the technology exists for an Alternate Payment Option at no additional cost to the City. The specifications detailed here are intended to obtain proposals to implement a payment program to complement the current coin and credit card and payment program.

ATD seeks to provide citizens and visitors with another payment option for paid parking. By providing another payment option, the City intends to make paying for parking easier for our citizens/visitors.

**2. Background**

Austin is at the heart of the rapidly growing Central Texas region. The City and State of Texas Demographers' project the regions population will grow by more than 1 million people in the next 25 years, while Austin's population will swell by 750,000.

New Pay Stations and Single Space meters have been installed in the past two years and the on-street paid parking spaces have grown from 3800 metered spaces to 5200 metered spaces. The on-street parking hours have been extended already in the evenings in downtown September 2011. 75% of the on-street transactions are credit cards (VISA & MC). Off-street parking is limited and usage is expected to increase due to the extended on-street hours.

**3. Scope of Work**

- A. Program Description** - The City will accept another form of payment from City customers at an estimated on-street 750 parking meters and pay stations. An estimated 2,400,000 transactions totaling \$4.8 million will be processed annually. Three parking garages will also be a part of this program.
- B. Objective** - Through this RFP, the City will evaluate other payment options for parking. **This payment option would be at no additional cost to the City through collection or enforcement equipment.**
- C. Minimum Requirements**
  - 1. No investment required by City to include technology.
  - 2. Minimum purchase of 15 minutes parking.
  - 3. Sample Enforcement inspection process.

**City of Austin  
Purchasing Office  
Request for Proposal (RFP)  
Alternate Pay Options for Paid Parking**

**RFP No. SDC0005**

4. Reports:
  - a. Vendor will provide monthly statements reports for transactions processed. The report shall detail the description of the transaction, dollar amount and time of the transaction.
  - b. Vendor will provide an annual statement report that includes total transactions processed by month and total transactions collected.
5. User access to 24- hour help desk for trouble shooting and customer service help desk
6. Electronic credits for the full amount of valid transactions processed by proposer. These are to be electronically deposited through Automated Clearinghouse Association into the City's account within three (3) business days. Proposer's inability to comply with this requirement would be cause for disqualification of their proposal.
7. Guaranteed acceptance and remittance of all qualified transactions processed.
8. Marketing plan to inform public of this additional payment option and the payment process.

**5. Payments**

The proposer may NOT pass through any fees to the City.

**6. Business Organization**

State the 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.

Provide a statement of your compliance with the Cities Terms and Conditions in addition to all applicable rules and regulations of Federal, State and Local governing entities. To determine financial viability for your organization, provide the following:

- 1.1.1 Income Statement
- 1.1.2 Balance Sheet
- 1.1.3 Cash Flow Statement

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: SDC0005**

**1. PROPOSAL FORMAT**

Proposers shall provide one original and six (6) complete copies of each RFP response / proposal. These proposals will be used in the evaluation process and to fulfill purchasing requirements. Failure to provide the required information may result in the rejection of a proposal.

Prefacing the proposal, the Respondent shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The Executive Summary should be suitable for distribution to senior executives of the City. This summary may be furnished to City staff, the general public, and the media; therefore no proprietary information should be incorporated into the document

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

- A. **Part I - 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. Provide a copy of the most recent audited financial statement. If this is unavailable, please provide a statement as to why audited financial statements are not available, and submit information indicating the organization's financial status, including the support documentation to verify the information provided.
- B. **Part II - System Concept** Define in detail your understanding of the requirement presented in the Scope of Work of this request for the proposal. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
  - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
  - ii. The technical factors that will be considered in Section C.i. above, and the depth to which each will be treated.
  - iii. The degree of definition provided in each technical element of your plan.
  - iv. Plan for securing confidential data (electronic and physical).
  - v. Applicable software tools and their relevant capabilities.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: SDC0005**

- D. **Part IV - 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.
- 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 will actively participate. Do not include experience prior to 2006. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names, qualifications and locations of all professional 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 all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - ii. 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.
  - iii. The City requires Offerors submitting Offers on this Solicitation to provide a signed 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 (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: SDC0005**

- H. **Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- I. **Part IX - 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.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

2. **EXCEPTIONS:**

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

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall 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. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.**

3. **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, or any other solicitation related performance, such as travel, which may be required by the City shall be the sole responsibility of the Proposer.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: SDC0005**

**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.

The City reserves the right to conduct an immediate scoring of responses based on submittals to establish a "short list" of the top 5 proposals or up to fifty percent (50%) of responses, whichever is smaller, prior to conducting detailed assessment activities leading to recommendation for award.

Respondents selected for the "short list" may be requested to participate in interviews, site visits, demonstrations or other activities intended to establish the suitability and value of the response to the City. These detailed assessment activities will only be conducted for the "short list" selectees, and will be separately scored with a maximum value of forty (40) points.

Recommendation for award of contract will be based on the total of a) points awarded for the immediate scoring and b) points awarded as part of detailed assessment activities.

**B. Evaluation Factors:**

- i. Total maximum, 100 points.

System Concept (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation).	25 Points
Demonstrated Applicable Experience	10 Points
Evidence of Good Organization and Management Practices	5 Points
Personnel Qualifications	5 Points
Program	20 Points
Quality / ease of use of reservation system and mobile application	25 Points
Financial viability / stability	10 Points

- ii. Detailed Assessment Activities, Optional. Detailed assessment activities may be conducted at the discretion of the City. Maximum forty (40) points



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

SOLICITATION NUMBER: SDC00005

PROJECT NAME: Alternate Pay Options for Paid Parking

**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:

**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			

**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** \_\_\_\_\_

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

**SOLICITATION NUMBER:** SDC0005

**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:** 95872

**DESCRIPTION:** Parking Management Services

- ☐ 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



TO: Veronica Lara, Director  
Department of Small and Minority Business Resources.

FROM: Steve Cooke, Buyer II  
DATE: 10/25/2011

SUBJECT: Approval to use Zero Goals for Solicitation No. SDC0005

Project Name: Alternate Pay Options for Paid Parking (RFP)  
Commodity  
Code(s): 95672 Parking Management Services  
Estimated Value: Revenue

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2035.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons: no subcontracting opportunities were identified

Raymond M. Young, Jr.  
Veronica Lara, Director  
cc: Lorena Resendiz

Date: October 26, 2011