



Amendment No. 2
of
Contract No. NA160000080
for
Towing of City Vehicles
between
Aus-Tex Towing and Recovery, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective May 19, 2020, to May 18, 2021. One option remains.
- 2.0 The total contract amount is increased by \$494,549.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/19/2016 - 05/18/2019	\$1,483,646.00	\$1,483,646.00
Amendment No. 1: Option 1 05/19/2019 - 05/18/2020	\$494,549.00	\$1,978,195.00
Amendment No. 2: Option 2 05/19/2020 - 05/18/2021	\$494,549.00	\$2,472,744.00

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 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.

Signature & Date:  4/16/20
Printed Name: Tyson Jones
Authorized Representative

Signature & Date: Erin D'Vincent
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Digitally signed by Erin D'Vincent
DN: cn=Erin D'Vincent, o=City of Austin,
ou=Purchasing Office,
email=erin.dvincent@austintexas.gov, c=US
Date: 2020.04.28 08:47:01 -05'00'

Aus-Tex Towing and Recovery, LLC
200 Farley Drive
Austin, Texas 78753
Tyson Jones
tyson@austextow.com
512-670-0700



Amendment No. 1
of
Contract No. NA160000080
for
Towing of City Vehicles
between
Aus-Tex Towing and Recovery, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective May 19, 2019, to May 18, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$494,549.00 for the extension option period. The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic Term 05/19/2016 - 05/18/2019	\$1,483,646.00	\$1,483,646.00
Amendment No 1: Option 1 05/19/2019 - 05/18/2020	\$494,549.00	\$1,978,195.00

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 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.

Signature & Date: M. Frederick 4/26/19
Printed Name: M. FREDERICK
Authorized Representative

Signature & Date: Matthew Duree 5-8-19
Matthew Duree, Procurement Manager
City of Austin
Purchasing Office

Aus-Tex Towing and Recovery, LLC
200 Farley Drive
Austin, Texas 78753
Melissa Frederick
mfrederick@austextbodyandframe.com
512-836-7443

emailed 5/19/16
to Tracy Franklin

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
AUS-TEX TOWING AND RECOVERY, LLC ("CONTRACTOR")
FOR
TOWING OF CITY VEHICLES
MA 7800 NA160000080**

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

This Contract is between Aus-Tex Towing and Recovery, LLC at PO Box 2449, Pflugerville, Texas 78691 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Request for Proposal SLW0203REBID (the "RFP").

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The RFP including all documents incorporated by reference
- 1.1.3 The Contractor's Proposal, dated January 26, 2016, including subsequent clarifications ("Contractor's Proposal").

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The RFP as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Proposal as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of 36 months and may be extended thereafter for up to three 12 month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See Section 0400, Paragraph 3 of the RFP for additional Term of Contract requirements.

1.4 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$1,483,646 for the initial Contract term and \$494,549 for each extension option for a total Contract amount not-to-exceed \$2,967,292.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City.

1.6 Clarifications. The Contractor's Proposal is clarified as follows:

- 1.6.1 The Fleet List of the Contractor's equipment on page 18 of the Contractor's Proposal shall take precedence over the description of the Contractor's equipment on page 17 of the Contractor's Proposal.

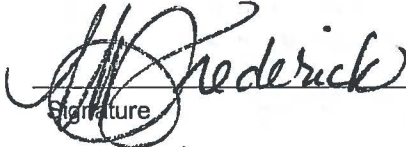
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended,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

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

AUS-TEX TOWING AND RECOVERY, LLC

MELISSA FREDERICK

Printed Name of Authorized Person

Signature

EXEC ADMIN

Title:

5-18-2016

Date:

CITY OF AUSTIN

Stephen T. Adler

Printed Name of Authorized Person

Signature

Corporate Purchasing Manager

Title:

5/18/16

Date:



200 Farley Drive, Austin, Texas 78753
P.O. Box 2449, Pflugerville, Texas 78691
512-836-7443 Office / 512-670-7779 Facsimile

September 28, 2016

VIA HAND DELIVERY

City of Austin
Municipal Building
124 W. 8th Street, Room 308
Austin, Texas 78701

Re: Solicitation # RFP SLW0203REBID (Towing of City Vehicles)

Attached you will find our bid in response to the referenced solicitation. Enclosed please find the following:

(i)	Executive Summary	Page 1
(ii)	City of Austin Purchasing Document	
	a. Offer Sheet	Page 2-4
	b. Section 0605 – Local Business Presence Identification	Page 5-6
	c. Section 0700 – Reference Sheet	Page 7-8
	d. Customer References	Page 9-11
	e. Section 0835 - Non Resident Bidder Provisions	Page 12
	f. Section 0900 – No Goals Utilization Plan	Page 13-14
(iii)	Authorized Negotiator	Page 15
(iv)	Business Organization	Page 16
(v)	System Concept and Solution	Page 17
	a. Equipment List	Page 18
	b. State of Texas Tow Truck Certificates of Registration	Page 19-21
	c. State of Texas Cab Card Certificates	Page 22-25
	d. Certificate of Liability Insurance	Page 26
(vi)	Project Management Structure	Page 27
(vii)	Prior Experience	Page 28
(viii)	Personnel	Page 29-34
	a. TDLR Tow Operator Licenses	Page 35-55
(ix)	Cost Proposal	Page 56-58
(x)	Exceptions to the Proposal	Page 59
(xi)	Proposal Acceptance Period	Page 60
(xii)	Addendum 1	Page 61-62

Aus-Tex Towing & Recovery, LLC
200 Farley Drive, Austin, Texas 78753
P.O. Box 2449, Pflugerville, Texas 78691

Tab 1

Executive Summary:

Aus-Tex Towing & Recovery, LLC is a local family owned and operated towing company with two locations in Travis County and one location in Williamson County. Aus-Tex has been in business with the State of Texas since 1964, and has been under the current management since 1978. Our managers, Henry Jones and Mike Stubblefield, are active in the daily operations of the company.

Aus-Tex tows an average of 70 vehicles per day. The majority of the vehicles we tow are in Central Texas, but we do travel across the State of Texas and to surrounding states when needed. We tow and recover vehicles (large and small) that have been involved in collisions, vehicles that have broke down, as well as transporting large and small equipment (backhoes, excavators, bulldozers, drill rigs, cargo boxes, and more).

We excel in incident management of large vehicle recovery. Our drivers continuously train to overturn tractors, trailers, and buses. Our training is often done in conjunction with local police departments, fire departments, and EPA. We strive to keep a good working relationship with police agencies we encounter daily. Our personnel are professionally trained to efficiently open roadways as quickly as possible.

Aus-Tex takes great pride in our employees, our customers, and our equipment. We currently employ 24 certified tow truck operators. Our average driver has more than 9 years of towing experience. Each driver at Aus-Tex is required to complete continued education hours and safety training. Our drivers are clean cut, professional, and well mannered individuals who excel in customer service while typically in high stress situations. With 26 vehicles in our fleet, we are more than capable of continuing to provide towing for the City of Austin.

Tab 2



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

SOLICITATION NO: SLW0203REBID

COMMODITY/SERVICE DESCRIPTION: Towing of City Vehicles

DATE ISSUED: 12/21/2015

REQUISITION NO.: 7800 15110600087

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

COMMODITY CODE: 96890

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

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

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

Sandy Wirtanen
Senior Buyer

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

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

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

Marian Moore
Buyer II

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

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

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

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

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

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

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

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

Company Name: Aus-Tex Towing & Recovery, LLC
Company Address: 200 Farley Drive
City, State, Zip: Austin, Texas 78753
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Melissa Frederick
Title: Executive Administrator
Signature of Officer or Authorized Representative: [Signature]
Date: January 26, 2016
Email Address: MFREDERICK@AUSTEXBODYANDFRAME.COM
Phone Number: 512-670-0700 x305

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

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation 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.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

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described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

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

2. **ALTERNATE OFFERS**

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

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

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

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

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

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

4. TERM OF CONTRACT

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

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

5. PRE-AWARD

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

6. POST-AWARD

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

7. QUANTITIES

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

8. PICKUP AND / OR DELIVERY REQUIREMENTS

- A. Pickups and deliveries shall be made as specified in the Scope of Work, Section 0500, after the order is placed. See Section 0505, for delivery locations.
- B. Unless requested by the City, pickups and deliveries shall not be made on City-recognized legal holidays (**reference paragraph 51 in Section 0300**).
- C. For Towing and Related Services:
- i. The Contractor shall provide, with each delivery, an itemized invoice with the following information:

Date towing and related services were authorized
List of towing and related services made
Date towing and related services were completed
Itemized list of towing and related services provided
Number of labor hours associated with the towing and related services
Repaired unit identification (either unit number, license plate, or VIN)

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

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

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

- E. The Contractor agrees to accept payment by credit card, check, or Electronic Funds Transfer (EFT) for all services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- F. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

10. VERIFICATION OF CONTRACTOR'S LABOR HOURS

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

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11. PRICING REQUIREMENTS - SPECIFIED ITEMS

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

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

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

13. WORKFORCE SECURITY CLEARANCE

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

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14. ECONOMIC PRICE ADJUSTMENT –SPECIFIED SERVICES

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

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

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

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

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

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

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

15. **PERFORMANCE**

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

16. **NON-COMPLIANCE**

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

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

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

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

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

19. **CONTRACT MANAGER**

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

Hazel Black – Contract Compliance Supervisor

1190 Hargrave Street

Austin, TX 78702

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

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

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

1. PURPOSE

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

2. DEFINITIONS

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

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TOWING AND RELATED SERVICES**

3. CONTRACTOR QUALIFICATIONS

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

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

4. CONTRACTOR'S RESPONSIBILITIES FOR TOWING AND RELATED SERVICES

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

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

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

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

5. REQUIREMENTS FOR TOWING AND RELATED SERVICES

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

6. MILEAGE

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

7. EMERGENCY CONTRACTOR SUPPORT

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

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

1. PROPOSAL FORMAT

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

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

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

Complete and submit the following documents:

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

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

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

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

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

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

**CITY OF AUSTIN
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: SLW0203REBID**

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

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

Licenses
Training certificates
Years of employment with the Offeror

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

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

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

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

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

4. PROPOSAL PREPARATION COSTS:

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

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

6. EVALUATION FACTORS AND AWARD

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

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

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

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

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Aus-Tex Towing & Recovery, LLC	
Physical Address	200 Farley Dr., Austin, TX 78753	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name Aus-Tex Towing & Recovery, LLC

1. Company's Name Austin I. S. D.
Name and Title of Contact Valerie Perez
Present Address 1111 W. 6th St, Suite B300
City, State, Zip Code Austin, TX 78703
Telephone Number (512) 414-5474 Fax Number (512) 414-1515
Email Address _____

2. Company's Name City of Pflugerville
Name and Title of Contact Lt. Shawn Brown
Present Address P. O. Box 679
City, State, Zip Code Pflugerville, TX 78691
Telephone Number (512) 251-3076 Fax Number (512) 251-5768
Email Address sbrown@pflugervilletx.gov

3. Company's Name City of Round Rock
Name and Title of Contact Jennifer Soto
Present Address 221 E. Main St
City, State, Zip Code Round Rock, TX 78664
Telephone Number (512) 218-5567 Fax Number (512) 218-7041
Email Address jsoto@roundrocktexas.gov

4. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

Travis County Sheriff Department

Vera Rodriguez

411 W. 13th St.

Austin, TX 78701

(512) 854 7680 Fax Number (512) 854 4697

Vera.rodriguez@co.travis.tx.us

5. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

Texas Cola Leasing Company

Sue Lipscomb

3012 Industrial Terrace

Austin, TX 78758

(512) 832-2610 Fax Number (512) 832-2612

slipscomb@na.cokece.com

FREIGHTLINER OF AUSTIN



August 28, 2015

To Whom It May Concern:

Aus-Tex Towing & Recovery, LLC has been towing for us for 24 plus years. This company has been reliable, provided quick response and proven to be very dependable day or night.

It has been a pleasure to do business with Aus-Tex Towing and plan to continue using their services in the future.

Sincerely,

A handwritten signature in cursive script that reads "Joyce Sprinkles".

Joyce Sprinkles
Business Manager



LINCOLN

COVERT FORD, INC.

11614 Research Blvd.

Austin, Texas 78759

(512) 345-4343

www.covertford.com

August 28, 2015

To Whom It May Concern,

This is to advise you that Covert Ford Lincoln has been using Austex Towing for the past 10 years. We have received outstanding service from Austex Towing.

Sincerely,

Gene Webb

Service Manager

August 30, 2015

To Whom It May Concern,

Auxtex Towing and Recovery Service has been providing our towing services since 2005. Auxtex has been extremely professional and provided us with top quality service in administration and customer service and of course been very professional with our customers.

If any further questions are needed please feel free to contact me.

Thank You



Susan Romo
C.F.O.
Expert Fleet Service, Inc.

Section 0835: Non-Resident Bidder Provisions

Company Name Aus-Tex Towing & Recovery, LLC

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

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

Answer: Resident Bidder

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

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

Answer: NA Which State: NA

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

Answer: NA

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

SOLICITATION NUMBER: 7800 SLW0203 REBID

PROJECT NAME: Towing of City Vehicles

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

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

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

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

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

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

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

Aus-Tex Towing & Recovery, LLC

Company Name

Melissa Frederick

Name and Title of Authorized Representative (Print or Type)



Signature

Jan 26, 2014

Date

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

SOLICITATION NUMBER: 7800 SLW0203 Rebid
PROJECT NAME: Towing City Vehicles

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Aus-Tex Towing & Recovery, LLC		
Address	P.O. Box 2449		
City, State Zip	Pflugerville, TX 78691		
Phone Number	512-836-7443	Fax Number	512-670-7779
Name of Contact Person	Melissa Frederick		
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" 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.

Melissa Frederick, Executive Administrator
Name and Title of Authorized Representative (Print or Type)

M. Frederick
Signature

Jan. 26, 2016
Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

Tab 3

Authorized Negotiator:

The individual authorized to negotiate contract terms and render binding decisions on contract matters is Melissa Frederick. You can reach her by email at MFrederick@austexbodyandframe.com; by telephone at 512-670-0700x305; or by mail at P.O. Box 2449, Pflugerville, Texas 78691.

Tab 4

Business Organization:

Aus-Tex Body & Frame, Inc. is a Texas corporation that owns two limited liability companies: Aus-Tex Auto Enterprises, LLC, which owns certain vehicles used in the towing business; and Aus-Tex Towing & Recovery, LLC, which is the towing ,impound, and storage business. All three entities are duly licensed to operate in the State of Texas.

Aus-Tex Towing & Recovery, LLC is physically located at 200 Farley Drive, Austin, Texas and receives mail at P.O. Box 2449, Pflugerville, Texas 78691.

Tab 5

System Concept and Solution:

Aus-Tex can best provide towing services to the City of Austin because of our quality of training, service, and equipment. Our average response time is forty-five (45) minutes or less within Travis County. Aus-Tex is capable of moving any item requested by the City of Austin. We are able to continue to provide all services required under the contract immediately upon award of the contract.

Aus-Tex currently operates 25 wreckers ranging in size from light duty conventional wreckers to heavy duty rotators. In our fleet, we currently have 10 Light Duty wreckers, 4 Medium Duty Wreckers, 4 Heavy Duty Wreckers, 2 50 Ton Rotators, 1 60 Ton Rotator, 2 3 Ton Flat Beds, 5 Lowboy Trailers, Air Bag Recovery System, and other equipment that proves to often be necessary for vehicle recovery and clean up . A complete inventory of all wreckers and equipment to be used under this contract is attached. (page18)

Each truck in our fleet is equipped with hands free communication as well as GPS monitoring. All units are equipped with the proper tools needed to provide all towing and related services for the City of Austin. Aus-Tex employs 24 certified drivers. We have 24 hour a day / 365 days a year onsite dispatching with drivers responding 24 hours a day as well.

Aus-Tex maintains current and valid City Tow Truck Registration for each tow truck used to provide services within this contract. All tow truck operators have a valid driver's license, with the required endorsements as mandated by State of Texas Laws and Ordinances regarding operation of towing services and vehicle retrieval services. Each operator has a minimum of three (3) years hands-on experience within the last five (5) years working on towing and related services. Copies of Texas Department of License and Regulation Incident Management licenses for all drivers are attached. (pages 35-55)

Aus-Tex Towing Recovery, LLC
Fleet List

UNIT #	YEAR	MAKE	VIN	LICENSE #	TYPE OF EQUIPMENT
2	1997	Freightliner			60 TON ROTATOR
5	2003	Peterbilt			HEAVY DUTY TOW TRUCK
8	2000	Peterbilt			3 TON HEAVY DUTY FLATBED
11	2001	Peterbilt			TRACTOR FOR LOW BOY
14	2010	Peterbilt			MEDIUM DUTY FLATBED
19	2007	Peterbilt			LIGHT DUTY FLATBED
21	2006	Kenworth			HEAVY DUTY FLATBED
23	2008	Peterbilt			HEAVY DUTY TOW TRUCK
25	2011	Peterbilt			HEAVY DUTY TOW TRUCK
26	2011	Freightliner			LIGHT DUTY FLATBED
27	2011	Dodge			LIGHT DUTY CONVENTIONAL TOW TRUCK
28	2011	Freightliner			LIGHT DUTY FLATBED
29	2012	Kenworth			LIGHT DUTY FLATBED
30	2012	Freightliner			LIGHT DUTY FLATBED
31	2013	Peterbilt			TRACTOR FOR LOW BOY
32	2013	Freightliner			3 TON HEAVY DUTY FLATBED
34	2014	Kenworth			TRACTOR FOR LOW BOY
36	2014	Hino			LIGHT DUTY FLATBED
37	2013	Ford			LIGHT DUTY CONVENTIONAL TOW TRUCK
38	2015	Freightliner			MEDIUM DUTY CONVENTIONAL TOW TRUCK
39	2015	Freightliner			MEDIUM DUTY CONVENTIONAL TOW TRUCK
40	2015	Kenworth			MEDIUM DUTY FLATBED
41	2013	Kenworth			LIGHT DUTY FLATBED
42	2016	Freightliner			LIGHT DUTY FLATBED
43	2016	Kenworth			60 TON ROTATOR
44	2008	Peterbilt			50 TON ROTATOR
T-11	1999	Landoll			LOW BOY TRAILER
T-27	2011	Eager Beaver			LOW BOY HEAVY DUTY TRAILER
T-27	2011	Eager Beaver			LOW BOY HEAVY DUTY TRAILER
T-33	2013	Landoll			LOW BOY TRAILER
T-35	2013	Eager Beaver			LOW BOY HEAVY DUTY TRAILER
Additional Equipment:					
John Deere Back Hoe					
(2) Rubber Tire Loaders					
(2) Skidsteers					
40 ft Float Trailer					
Refridgerated 40' Box					
40' Dry Box					



TOW TRUCK CERTIFICATE OF REGISTRATION

Certificate of
Registration No: **005021538C**

Expiration Date: **9/30/2016**

AUS-TEX
AUS-TEX TOWING & RECOVERY, LLC
PO BOX 2449
PFLUGERVILLE TX 78681

Having fulfilled the application requirements of the Texas Department of Licensing and Regulation (TDLR) relating to the registration of tow trucks, this Certificate of Registration is hereby granted to:

AUS-TEX
AUS-TEX TOWING & RECOVERY, LLC
200 FARLEY
AUSTIN, TX 78753

**This Certificate of Registration is not transferable.
VOID IF ALTERED**



TOW TRUCK CERTIFICATE OF REGISTRATION

Certificate of
Registration No: **005952071C**

Expiration Date: **1/5/2017**

AUS-TEX
AUS-TEX AUTO ENTERPRISES, LLC
PO BOX 2449
PFLUGERVILLE TX 78691

Having fulfilled the application requirements of the Texas Department of Licensing and Regulation (TDLR) relating to the registration of tow trucks, this Certificate of Registration is hereby granted to:

AUS-TEX
AUS-TEX AUTO ENTERPRISES, LLC
200 FARLEY DRIVE
AUSTIN, TX 78753

**This Certificate of Registration is not transferable.
VOID IF ALTERED**



TOW TRUCK CERTIFICATE OF REGISTRATION

Certificate of
Registration No: 005952061C

Expiration Date: 12/31/2016

AUS-TEX BODY & FRAME, INC.
2013 N MAYS
ROUND ROCK TX 78664

Having fulfilled the application requirements of the Texas Department of Licensing and Regulation (TDLR) relating to the registration of tow trucks, this Certificate of Registration is hereby granted to:

AUS-TEX BODY & FRAME, INC.
2013 N. MAYS
ROUND ROCK, TX 78664

This Certificate of Registration is not transferable.
VOID IF ALTERED



Cab Card for Certificate #:

005021538C

AUS-TEX
AUS-TEX TOWING & RECOVERY, LLC
PO BOX 2449
PFLUGERVILLE TX 78681

AUS-TEX
AUS-TEX TOWING & RECOVERY, LLC
200 FARLEY
AUSTIN TX 78753

Seq #	Unit #	Make	Model YR	VIN	Expires
1	11				09/30/2016
	Permit #:				Type: Heavy Duty
2	14				09/30/2016
	Permit #:				Type: Light Duty
3	19				09/30/2016
	Permit #:				Type: Light Duty
4	2				09/30/2016
	Permit #:				Type: Heavy Duty
5	21				09/30/2016
	Permit #:				Type: Heavy Duty
6	23				09/30/2016
	Permit #:				Type: Heavy Duty
7	25				09/30/2016
	Permit #:				Type: Heavy Duty
8	26				09/30/2016
	Permit #:				Type: Heavy Duty
9	27				09/30/2016
	Permit #:				Type: Light Duty
10	28				09/30/2016
	Permit #:				Type: Light Duty
11	29				09/30/2016
	Permit #:				Type: Light Duty
12	30				09/30/2016
	Permit #:				Type: Light Duty
13	31				09/30/2016
	Permit #:				Type: Heavy Duty
14	32				09/30/2016
	Permit #:				Type: Heavy Duty
15	34				09/30/2016
	Permit #:				Type: Heavy Duty
16	36				09/30/2016
	Permit #:				Type: Light Duty

(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.



Cab Card for Certificate #:

005021538C

AUS-TEX
AUS-TEX TOWING & RECOVERY, LLC
PO BOX 2449
PFLUGERVILLE TX 78681

AUS-TEX
AUS-TEX TOWING & RECOVERY, LLC
200 FARLEY
AUSTIN TX 78753

Seq #	Unit #	Make	Model YR	VIN	Expires
17	37				09/30/2016
	Permit #:				Type: Light Duty
18	38				09/30/2016
	Permit #:				Type: Heavy Duty
19	39				09/30/2016
	Permit #:				Type: Heavy Duty
20	40				09/30/2016
	Permit #:				Type: Light Duty
21	41				09/30/2016
	Permit #:				Type: Light Duty
22	42				09/30/2016
	Permit #:				Type: Light Duty
23	43				09/30/2016
	Permit #:				Type: Heavy Duty
24	T-27				09/30/2016
	Permit #:				Type: Heavy Duty
25	T-33				09/30/2016
	Permit #:				Type: Heavy Duty
26	T35				09/30/2016
	Permit #:				Type: Heavy Duty

(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.



Cab Card for Certificate #:

005952071C

AUS-TEX
AUS-TEX AUTO ENTERPRISES, LLC
PO BOX 2449
PFLUGERVILLE TX 78691

AUS-TEX
AUS-TEX AUTO ENTERPRISES, LLC
200 FARLEY DRIVE
AUSTIN TX 78753

Seq #	Unit #	Make	Model YR	VIN	Expires
1	8				01/05/2017
	Permit #:				Type: Heavy Duty
2	T11				01/05/2017
	Permit #:				Type: Heavy Duty

(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.



Cab Card for Certificate #:

005952061C

AUS-TEX BODY & FRAME, INC.
2013 N MAYS
ROUND ROCK TX 78664

AUS-TEX BODY & FRAME, INC.
2013 N. MAYS
ROUND ROCK TX 78664

Seq #	Unit #	Make	Model YR	VIN	Expires
1	5	PETERBILT	2003	[REDACTED]	12/31/2016
Permit #:		[REDACTED]	Purpose: Incident Management		Type: Heavy Duty

(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.

Tab 6

Project Management Structure:

Aus-Tex is managed on a day to day basis by Henry Jones and Mike Stubblefield. The managers of the tow truck operators and dispatchers are Rodney Hall and Melissa Frederick. There are several administrative support personnel that assist all with daily tasks.

Henry Jones and Mike Stubblefield (owners / managers)
Managers report to: Henry Jones and Mike Stubblefield
Rodney Hall and Melissa Frederick (managers)
Drivers and Dispatchers and Administrators report to : Rodney Hall and Melissa Frederick
Drivers and Dispatcher and Administrators

Tab 7

Prior Experience:

Henry Jones and Mike Stubblefield have been the operators of Aus-Tex Towing & Recovery, LLC since 1979. Over the years, with the help of their staff, they have secured numerous towing accounts, big and small. They have worked hard to ensure their employees are well trained professionals with focus on providing the best service possible.

Throughout their many years, contracts with The Government, State of Texas, City of Austin, Travis County, Williamson County, City of Round Rock, City of Pflugerville, and many Independent School Districts have been accomplished under Mr. Jones and Mr. Stubblefield's supervision.

Tab 8

Personnel:

Henry Jones

Aus-Tex Body & Frame, Inc. President from January 1978 to present.

Aus-Tex Towing & Recovery, LLC Manager from 1979 to present.

Aus-Tex Auto Enterprises, LLC Manager from 2002 to present.

- Responsible for all financial decisions.
- Overseeing all task performed by drivers and staff
- Insuring employees are well trained and up to date on all testing and licenses required.

Micheal Stubblefield

Aus-Tex Body & Frame, Inc. Secretary from January 1978 to present.

Aus-Tex Towing & Recovery, LLC Manager from 1979 to present.

Aus-Tex Auto Enterprises, LLC Manager from 2002 to present.

- Responsible for all financial decisions.
- Overseeing all task performed by drivers and staff
- Insuring employees are well trained and up to date on all testing and licenses required.

Melissa Frederick

Aus-Tex Body & Frame, Inc.

Aus-Tex Towing & Recovery, LLC

Executive Administrator

July 1998 to present

- Provides administrative and advisory support to owners and managers.
- Tracks budget and prepares quarterly reports
- Analyzes financial and statistical data submitted on provider cost reports.
- Reviews current and fixed assets, liabilities, charges, revenue and expenses.
- Compiles statistical data for the basis of allocation of indirect costs.
- Files online tax reports
- Prepares all necessary paperwork for new hires.
- Maintains employee files.
- Responsible for filing all insurance claims.

Rodney Hall:

Aus-Tex Body & Frame, Inc.

Aus-Tex Towing & Recovery, LLC

Manager

July 1998 to present

- Provides support to owners and managers
- Overseeing schedule of drivers and dispatchers
- Overseeing tasks performed by drivers and dispatchers
- Responsible for directly handling all accidents and incidents involving drivers

Tyson Jones:

Aus-Tex Body & Frame, Inc.

Aus-Tex Towing & Recovery, LLC

Executive Administrator

September 2011 to present

- Provides administrative and advisory support to owners and managers.
- Tracks budget and prepares quarterly reports
- Analyzes financial and statistical data submitted on provider cost reports.
- Reviews current and fixed assets, liabilities, charges, revenue and expenses.
- Compiles statistical data for the basis of allocation of indirect costs.
- Files online tax reports
- Prepares audit adjustment reports
- Submits monthly statements to accounts

Sharon Jones

Aus-Tex Towing & Recovery, LLC

Administrator

September 2004 to present

- Responsible for data entry of towing invoices and payments
- Handles all accounts receivable inquiries
- Posts payments to accounts and individual invoices
- Processes payroll for drivers
- Closes out invoices and files accordingly

Judy Howard

Aus-Tex Towing & Recovery, LLC
Administrator
July 2007 to present

- Responsible for data entry of towing invoices and payments
- Handles all accounts receivable inquiries
- Posts payments to accounts and individual invoices
- Processes payroll for drivers
- Closes out invoices and files accordingly

Gary Connell

Aus-Tex Towing & Recovery, LLC
Wrecker Coordinator
February 2006 to present

- Responsible for maintenance and upkeep on all equipment
- Oversees hiring process of new drivers

Stacey Warren

Aus-Tex Towing & Recovery, LLC
Administrator
May 2000 to present

- Responsible for bi monthly statements and invoices for large accounts
- Handles large account receivable inquiries
- Responsible for posting payments to large accounts
- Closes out large account invoices and files accordingly
- Assists with dispatching drivers to locations for vehicle pick up and delivery
- Inputs towing invoices into the computer system

Mary Saba

Aus-Tex Towing & Recovery, LLC

Administrative Assistant

March 2008 to present

- Directly assist wrecker coordinator with daily tasks
- Responsible for answering incoming calls
- Assists with dispatching drivers to locations for vehicle pick up and delivery

Sandy Allen

Aus-Tex Towing & Recovery, LLC

Dispatcher

November 2004 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Barney Guzman

Aus-Tex Towing & Recovery, LLC

Dispatcher and Driver

February 2006 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Austin Hibbs

Aus-Tex Towing & Recovery, LLC

Dispatcher

September 2012 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Dalton Duderstadt

Aus-Tex Towing & Recovery, LLC

Dispatcher

February 2014 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Adrian Puentes

Aus-Tex Towing & Recovery, LLC

Dispatcher

August 2014 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Amelia Griffin

Aus-Tex Towing & Recovery, LLC

Dispatcher

August 2015 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Deborah McInnis

Aus-Tex Towing & Recovery, LLC

Dispatcher

November 2015 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Trevor Myers

Aus-Tex Towing & Recovery, LLC

Dispatcher

October 2015 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery

Leonor Ortiz

Aus-Tex Towing & Recovery, LLC

Dispatcher

November 2015 to present

- Responsible for answering incoming calls
- Responsible for entering accurate call information in the computer system for dispatch
- Dispatches drivers to locations for vehicle pick up and delivery



Texas Department of
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P.O. Box 12157 Austin, Texas 78711
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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
GONZALEZ, ANDRES G JR City: PFLUGERVILLE County: TRAVIS	Tow Operator - Incident Management License # [REDACTED] Expiration Date: 10/27/2016 Type: IM Phone:

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Result Listing

Name and Location	Other Information
GUZMAN, BERNARDO City: PFLUGERVILLE County: TRAVIS	Tow Operator - Incident Management License #: [REDACTED] Expiration Date: 03/15/2016 Type: IM Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
SANCHEZ, CISILO S City: PFLUGERVILLE County: TRAVIS	Tow Operator - Incident Management License #: [REDACTED] Expiration Date: 09/26/2016 Type: IM Phone:

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Result Listing

Name and Location	Other Information
KERLEY, CHRISTOPHER L	Tow Operator - Incident Management
City: PFLUGERVILLE	License #: [REDACTED]
County: TRAVIS	Expiration Date: 09/22/2016
	Type: IM
	Phone:

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Result Listing

Name and Location	Other Information
JORDAN, CLIFFORD L	Tow Operator - Incident Management
City: PFLUGERVILLE	License # [REDACTED]
County: TRAVIS	Expiration Date: 08/15/2016
	Type: IM
	Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
DUDERSTADT, CULVER L JR	Tow Operator Incident Management
City: PFLUGERVILLE	License # [REDACTED]
County: TRAVIS	Expiration Date: 06/30/2016
	Type: IM
	Phone:

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Result Listing

Name and Location	Other Information
JONES, DANNY A City: AUSTIN County: TRAVIS	Tow Operator - Incident Management License #: XXXXXXXXXX Expiration Date: 08/28/2016 Type: IM Phone:

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Result Listing

Name and Location	Other Information
NEWMAN, DARRIELL E JR	Tow Operator - Incident Management
City: PFLUGERVILLE	License # [REDACTED]
County: TRAVIS	Expiration Date: 11/17/2016
	Type: IM
	Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
VASQUEZ, DAVID City: PFLUGERVILLE County: TRAVIS	Tow Operator - Incident Management License # [REDACTED] Expiration Date: 08/14/2016 Type: IM Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
GUERRERO, ERNEST	Tow Operator - Incident Management
City: PFLUGERVILLE	License: [REDACTED]
County: TRAVIS	Expiration Date: 11/02/2016
	Type: IM
	Phone:

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Name and Location	Other Information
CONNELL, GARY L PFLUGERVILLE County: TRAVIS	Dual Tow Operator/VSF Employee License #: [REDACTED] Expiration Date: 04/16/2016 Type: IM Phone:

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Result Listing

Name and Location	Other Information
MEDRANO, GUADALUPE	Tow Operator - Incident Management
City: PFLUGERVILLE	License #: [REDACTED]
County: TRAVIS	Expiration Date: 02/20/2016
	Type: IM
	Phone:

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Result Listing

Name and Location	Other Information
GOMEZ, HENRY	Tow Operator - Incident Management
City: AUSTIN	License #: [REDACTED]
County: TRAVIS	Expiration Date: 06/23/2016
	Type: IM
	Phone:

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Result Listing

Name and Location	Other Information
EDMINSTER, JOEANGEL	Tow Operator - Incident Management
City: PFLUGERVILLE	License #: [REDACTED]
County: TRAVIS	Expiration Date: 01/26/2017
	Type: IM
	Phone:

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Result Listing

Name and Location	Other Information
JONES, JOHNNY S City: ROUND ROCK County: WILLIAMSON	Tow Operator - Incident Management License # [REDACTED] Expiration Date: 10/23/2016 Type: IM Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
WEHR, LESLIE L City: PFLUGERVILLE County: TRAVIS	Tow Operator Incident Management License #: [REDACTED] Expiration Date: 09/15/2016 Type: IM Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
STUBBLEFIELD, MICHAEL B PFLUGERVILLE County: TRAVIS	Dual Tow Operator/VSF Employee License #: XXXXXXXXXX Expiration Date: 11/01/2016 Type: IM Phone:

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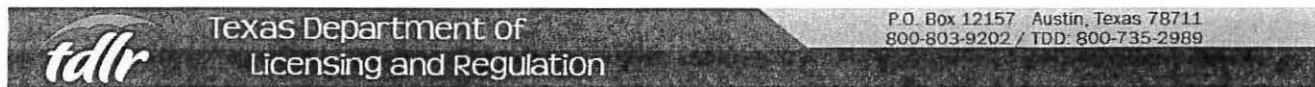
Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
SHANNON, MYRON C City: PFLUGERVILLE County: TRAVIS	Tow Operator - Incident Management License: [REDACTED] Expiration Date: 10/31/2016 Type: IM Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
DALLMEYER, ROCKY A	Tow Operator - Incident Management
City: PFLGUERVILLE	License #: [REDACTED]
County: TRAVIS	Expiration Date: 07/28/2016
	Type: IM
	Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
WALLACE, RONNIE W City: PFLUGERVILLE County: TRAVIS	Tow Operator - Incident Management License #: [REDACTED] Expiration Date: 09/27/2016 Type: IM Phone:

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Texas Department of Licensing and Regulation
Result Listing

Name and Location	Other Information
ALLEN, STEVEN W City: PFLUGERVILLE County: TRAVIS	Tow Operator License Incident Management License #: [REDACTED] Expiration Date: 04/02/2016 Type: IM Phone:

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Tab 9

**COST SHEET
CITY OF AUSTIN - FLEET SERVICES
TOWING OF CITY VEHICLES**

Solicitation No.: RFP SLW0203REBID

Special Instructions:

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

GROUP I - LIGHT DUTY VEHICLES

LINE ITEM	DESCRIPTION	PRICE	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
LIGHT-DUTY VEHICLES - Class I & II (Inside Austin City Limits)				
1	STANDARD RESPONSE TOWING LIGHT-DUTY SERVICE CALLS (Wrecker, Flatbed, Dolly)	\$ 90.00	1,000	\$ 90,000.00
2	RETRIEVING LIGHT-DUTY VEHICLES FROM OFF-ROAD SITUATIONS	\$ 90.00	75	\$ 6,750.00
3	RETRIEVING OVERTURNED LIGHT-DUTY VEHICLES	\$ 100.00	15	\$ 1,500.00
LIGHT-DUTY VEHICLES - Class I & II (Outside Austin City Limits but Inside Travis County)				
4	STANDARD RESPONSE TOWING LIGHT-DUTY SERVICE CALLS (Wrecker, Flatbed, Dolly)	\$ 90.00	200	\$ 18,000.00
5	RETRIEVING LIGHT-DUTY VEHICLES FROM OFF-ROAD SITUATIONS	\$ 90.00	5	\$ 450.00
6	RETRIEVING OVERTURNED LIGHT-DUTY VEHICLES	\$ 100.00	5	\$ 500.00
LIGHT-DUTY VEHICLES - Class I & II (Fees For Towing Outside Travis County and Other Transportation Services)				
7	FEE PER MILE FOR LIGHT-DUTY WRECKERS TO TOW OUTSIDE TRAVIS COUNTY	\$ 3.00	600 MILES	\$ 1,800.00
8	FLAT RATE FEE FOR DRY RUN	\$ 50.00	75 EACH	\$ 3,750.00
9	FLAT RATE FEE FOR TRANSPORTING CITY PERSONNEL TO SERVICE CENTERS	\$ -	70 EACH	\$ -
TOTAL EXTENDED PRICE GROUP I-Light-Duty Vehicles:				\$ 117,200.00

GROUP II - MEDIUM DUTY VEHICLES

LINE ITEM	DESCRIPTION	PRICE	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
MEDIUM-DUTY VEHICLES - Class III, IV, V & VI (Inside Austin City Limits)				
10	STANDARD RESPONSE TOWING MEDIUM-DUTY SERVICE CALLS (Wrecker, Dolly)	\$ 175.00	200	\$ 35,000.00
11	MEDIUM-DUTY LOWBOY TRUCK AND TRAILER TOWING SERVICE CALLS	\$ 275.00	15	\$ 4,125.00
12	RETRIEVING MEDIUM-DUTY VEHICLES FROM OFF-ROAD SITUATIONS	\$ 125.00	15	\$ 1,875.00
13	RETRIEVING OVERTURNED MEDIUM-DUTY VEHICLES	\$ 150.00	10	\$ 1,500.00

**COST SHEET
CITY OF AUSTIN - FLEET SERVICES
TOWING OF CITY VEHICLES**

MEDIUM-DUTY VEHICLES - Class III, IV, V & VI (Outside Austin City Limits but Inside Travis County)

14	STANDARD RESPONSE TOWING MEDIUM-DUTY SERVICE CALLS (Wrecker, Dolly)	\$ 175.00	50	\$ 8,750.00
15	MEDIUM-DUTY LOWBOY TRUCK AND TRAILER TOWING SERVICE CALLS	\$ 275.00	10	\$ 2,750.00
16	RETRIEVING MEDIUM-DUTY VEHICLES FROM OFF-ROAD SITUATIONS	\$ 125.00	20	\$ 2,500.00
17	RETRIEVING OVERTURNED MEDIUM-DUTY VEHICLES	\$ 150.00	5	\$ 750.00

MEDIUM-DUTY VEHICLES - Class III, IV, V & VI (Fees For Towing Outside Travis County and Other Transportation Services)

18	FEE PER MILE FOR MEDIUM-DUTY WRECKERS TO TOW OUTSIDE TRAVIS COUNTY	\$ 3.50	400 MILES	\$ 1,400.00
19	FLAT RATE FEE FOR DRY RUN	\$ 100.00	75 EACH	\$ 5,625.00
20	FLAT RATE FEE FOR TRANSPORTING CITY PERSONNEL TO SERVICE CENTERS	\$ -	70 EACH	\$ -

TOTAL EXTENDED PRICE GROUP II-Medium-Duty Vehicles: \$ 57,250.00

GROUP III - HEAVY DUTY VEHICLES

LINE ITEM	DESCRIPTION	PRICE	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
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HEAVY-DUTY VEHICLES - Class VII and VIII (Inside Austin City Limits)

21	STANDARD RESPONSE TOWING HEAVY-DUTY SERVICE CALLS (Wrecker, Dolly)	\$ 260.00	800	\$ 208,000.00
22	HEAVY-DUTY LOWBOY TRUCK AND TRAILER TOWING SERVICE CALLS	\$ 275.00	50	\$ 13,750.00
23	RETRIEVING HEAVY-DUTY VEHICLES FROM OFF-ROAD SITUATIONS	\$ 200.00	50	\$ 10,000.00
24	RETRIEVING OVERTURNED HEAVY-DUTY VEHICLES	\$ 350.00	10	\$ 3,500.00

HEAVY-DUTY VEHICLES - Class VII and VIII (Outside Austin City Limits but Inside Travis County)

25	STANDARD RESPONSE TOWING HEAVY-DUTY SERVICE CALLS (Wrecker, Dolly)	\$ 260.00	50	\$ 13,000.00
26	HEAVY-DUTY LOWBOY TRUCK AND TRAILER TOWING SERVICE	\$ 275.00	10	\$ 2,750.00
27	RETRIEVING HEAVY-DUTY VEHICLES FROM OFF-ROAD SITUATIONS	\$ 200.00	10	\$ 2,000.00
28	RETRIEVING OVERTURNED HEAVY-DUTY VEHICLES	\$ 350.00	10	\$ 3,500.00

HEAVY-DUTY VEHICLES - Class VII and VIII (Fees For Towing Outside Travis County and Other Transportation Services)

29	FEE PER MILE FOR HEAVY-DUTY WRECKERS TO TOW OUTSIDE TRAVIS COUNTY	\$ 4.00	1,000 MILES	\$ 4,000.00
30	FLAT RATE FEE FOR DRY RUN	\$ 100.00	75 EACH	\$ 750.00
31	FLAT RATE FEE FOR TRANSPORTING CITY PERSONNEL TO SERVICE CENTERS	\$ -	70 EACH	\$ -

TOTAL EXTENDED PRICE GROUP III-Heavy-Duty Vehicles: \$ 256,500.00

TOTAL EXTENDED PRICE FOR GROUPS I, II, III: \$ 430,950.00

COST SHEET
CITY OF AUSTIN - FLEET SERVICES
TOWING OF CITY VEHICLES

FOR INFORMATIONAL PURPOSES ONLY

LINE ITEM	DESCRIPTION	RESPONSE
32	How many Flat-Bed wreckers with a three (3) ton capacity does your organization own?	<u> 3 </u> Number of Flat-Bed Tow Trucks
33	Do you have an in-house dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays)?	<u> x </u> YES <u> </u> NO
34	Number of service calls per hour you can respond to?	<u> 10 </u> Number of Service Calls/Hour
35	Do you have a minimum of two (2) licensed tow truck operators per required wrecker?	<u> x </u> YES <u> </u> NO
36	State the distance your towing service facility is to the Texas State Capitol.	<u> 8.5 </u> Miles

Tab 10

Exceptions to the Proposal:

Aus-Tex Towing & Recovery, LLC is qualified to meet all requirements of the proposal as is. There are no exceptions to the proposal to list.

Tab II

Proposal Acceptance Period:

Aus-Tex Towing & Recovery, LLC agrees to the proposal acceptance period indicated in the proposal.

Tab 12



TO: Veronica Lara, Director
Department of Small and Minority Business Resources
FROM: Sandy Wirtanen, Senior Buyer
DATE: 11/10/2015
SUBJECT: Request for Determination of Goals for Solicitation No. RFP SLW0203REBID

Project Name: Towing of City Vehicles
Commodity Code(s): 96890
Estimated Value: \$283,413/year, three years with three 12-month options

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

Attached.

The Departmental Point of Contact is: Hazel Black at Phone: 512-974-1751

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 512-322-6586.

 Approved w/ Goals ☒ **Approved, w/out Goals**

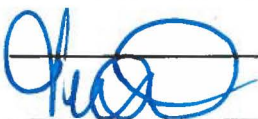
Recommend the use of the following goals based on the below reasons:

- a. Goals: % MBE % WBE
- b. Subgoals % African American % Hispanic
- % Native/Asian American % WBE

This determination is based on the following

reasons: (Per scope of work, this award will go to multiple vendors)

No availability of MBEs/WBEs



Veronica Lara, Director

Date: 11-13-15

cc: Lorena Resendiz