

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Reachnow, LLC (“Contractor”)
for
City of Austin Car-Share Program
MA 2400-NR170000014**

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

This Contract is between Reachnow, LLC having offices at 2118 3rd Ave. Seattle, WA 98121 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 Solicitation Number 2400-KDS0502.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City’s Solicitation, Request for Proposal (RFP), 2400-KDS0502 including all documents incorporated by reference

1.1.3 Reachnow, LLC offer, dated December 09, 2016, including subsequent clarifications

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 Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer 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 thirty-six (36) months and may be extended thereafter for up to two (2), twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 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 for each Delivery Order

1.5 Contract Amount. This is a revenue contract. The Contractor shall submit monthly payments to the City of Austin based upon the fee schedule in Exhibit A. Volume in each category is a base number subject to change as mutually agreed in writing by the Contractor and the City. Total monthly revenue is calculated as the proposed monthly rate times the number of spaces. The Contractor shall provide monthly reports of each vehicle’s meter use in non-dedicated paid parking areas and this shall determine the actual monthly fee for these spaces.

1.5.1 The Contractor shall include the number of vehicles in their fleet in the monthly reports.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The Contractor shall make a good faith effort to incorporate more electric vehicles to the Austin car-share program fleet each year.

1.6.2 The Contractor shall be required to place cars within two City identified low-income neighborhoods within thirty (30) days from the start of service.

1.6.3 The Contractor shall provide the City with a thirty (30) day written notice on any fleet changes.

1.6.4 The City shall provide the Contractor with a thirty (30) day written notice on all paid parking rate changes and new paid parking areas.

1.6.5 Unavailability of Designated Parking Spaces - The City shall provide the Contractor with a 3 day written notice in the event any dedicated parking spaces are unavailable due to planned activities and at least 8 business hour written notice for spaces unavailable due to unplanned activities. The City is not required to provide notice of unavailability for any other parking spaces.

1.6.5.1 Temporary Unavailability of Designated Parking Spaces – The City is not required to provide a replacement parking space for the unavailability of a designated parking space that is expected to last less than 72 hours. If the unavailability of the designated parking space is expected to last longer than 72 hours, the Contractor shall have the option to participate in discussions with the City to find a suitable replacement within close proximity to the original parking space for the duration of the unavailability

1.6.5.2 Permanent Unavailability of Designated Parking Spaces – If the designated parking space is permanently unavailable, the Contractor shall have the right to participate in discussions with the City to find a suitable replacement in close proximity to the original parking space. The Contractor has no obligation or responsibility for the removal and relocation of the signage in the event a dedicated parking space is deemed unavailable by the City.

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

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

REACHNOW

CITY OF AUSTIN

Thomas H. Cole

Printed Name of Authorized Person

Thomas H Cole

Signature

Head of Market Development

Title:

5/31/2017

Date:

Claudia Rodriguez

Printed Name of Authorized Person

Claudia Rodriguez

Signature

Procurement Specialist III

Title:

5/31/2017

Date:

Exhibit A: Rate Schedule

Exhibit B: Contractor's response to written clarifications

Exhibit C: Contractor's response to negotiation meeting

Exhibit A

City of Austin Car Share Program Rate Schedule- ReachNow

Parking Type	Proposed Monthly Rate
Downtown Metered Dedicated	\$390.00
Outside Downtown Metered Dedicated	\$260.00
Not metered on Street Dedicated	\$75.00
COA Off-street Dedicated	\$125.00*
Non-dedicated on street paid parking access per vehicle	Pay per use
Temporary Special Event spaces (monthly rate calculates to 2,600 hours of paid parking per year with a maximum of 5 spaces per zone)	\$217.00

*Fee to be reflective of off-street parking facility rate if greater than rate listed.



ReachNow, LLC • 2118 3rd Avenue • Seattle, WA 98121

City of Austin – Purchasing Office
Claudia Rodriguez, Senior Buyer
P.O. Box 1088
Austin, TX 78767

19 January 2017

Clarifications and Best and Final Offer of RFP KDS0502

Dear Claudia Rodriguez,

ReachNow is pleased to provide clarification in support of our response to the RFP KDS0502 solicitation for the City of Austin.

1. *Please provide more detail on your vehicle tracking/reporting technology and capabilities.*

Each ReachNow BMW, BMWi and MINI vehicle is outfitted with a car-sharing module, or CSM. This device lives in the car, contains GPS, communicates with BMW Group Car Sharing Back-end (CSBE) via 3G mobile connection, and runs the ReachNow car sharing application which is rendered on the in-car screen. The combination of CSM and CSBE serve as the vehicle tracking system. Fleet Administrators are able to determine the exact location of any ReachNow vehicle instantly.

BMW Group has built a car sharing portal which displays data sent by CSM to CSBE. This portal offers the ReachNow Fleet Administrators to view vehicle distribution in the Home Area and status: available, reserved, booked or booked-parked. The portal is highly customizable and may show curb-level City map data (.kml). ReachNow employees with the right permissions may access, analyze and download detailed data, as a .csv, about vehicle idle time by exact location.

2. Does your company offer self-reporting capability, especially in regards to time spent in metered areas?

Yes, ReachNow is able to self-report time spent in metered areas. These data are accessed through the car sharing portal and may be analyzed and downloaded. ReachNow produces a quarterly report for Seattle and Portland, displaying metered parking location, timing and duration.

3. Which staff will be dedicated to the support of the City of Austin Car Share Program?



Contact City of Austin – Purchasing Office
Date 19 January 2017
Page 2

For the Austin Car Share Program ReachNow will hire 6 full-time workers up to three months prior to launch.

Market Manager.

The Austin Market Manager will be responsible for enabling the success of the Austin team and business, by: leading and working directly with the Austin team; managing the overall business employing a data-driven approach; acting as an evangelist and face of the ReachNow Austin brand within the local community; and communicating with ReachNow headquarters.

Community Manager.

Community Manager is selected to help build, shape and grow the ReachNow business by organizing member events.

Partnership Manager.

Partnership Manager is selected to help build, shape and grow the ReachNow business by cultivating partnerships in the business community.

Senior Fleet Administrator.

The Senior Fleet Administrator manages and optimizes on a daily basis all operations pertaining to the fleet administrators as well as the fleet service provider (external partner for fleet management on the ground). This individual is responsible for coordination between external vendors and service providers to efficiently and effectively manage the local fleet of vehicles in the specified market. This position will have up to two direct reports and will be responsible for the overall operation of the local market's vehicle fleet.

Fleet Administrator 1.

The Fleet Administrator 1 is responsible for the operation of the local market's vehicle fleet.

Fleet Administrator 2.

The Fleet Administrator 2 is responsible for the operation of the local market's vehicle fleet.

Fleet services tasks, such as cleaning and fueling, are handled by our contractor, Ecoservice. Prior to launch Ecoservice hires between 12 and 20 full and part time staff members to handle service requests made by ReachNow Fleet Administrators.

42 HQ – Seattle – team members regularly train and assist local market management with operations, marketing, business development and public policy tasks, as needed.



Contact City of Austin – Purchasing Office
Date 19 January 2017
Page 3

4. What is ReachNow's plan to provide continued support to the City of Austin, and customer service to Austin customers in the event of staff changes/reassignments?

ReachNow has developed processes in all areas of the business to ensure successful growth after launch. The market development team will assign points of contact at both the local and regional HQ for any issues that may arise. In addition, the local and regional team members will continue to work the City of Austin on sustainable transportation initiatives and research.

HQ – Seattle – team members are made available to assist local market management with operations, marketing, business development and public policy tasks, as needed in the event of staff changes.

5. Please see the attached pricing clarification form.

Thank you for allowing ReachNow to provide this information.

Yours sincerely,

Thom Cole
Head of Strategy and Market Development

Peter Dempster
Market Development Manager

Exhibit C

City of Austin Car-Share Program

ReachNow

Negotiation Discussion

February 28, 2017

10:00--11:00 AM

1) Discuss launch date for Austin.

When does Austin want Reachnow to launch? COA needs some time to establish the spaces for ReachNow –street/metered. Late 2017 to establish a launch, internal investment. Q4 of 2017 at the earliest. Start with 250 cars and ramp up from there. Car-sharing and ride-sharing also available. 10%+ will be fully electric, chargers may be a challenge we need to discuss.

2) Identify the location(s) and number of parking spaces in low to moderate income neighborhoods. (Minimum of 2 neighborhoods)

ReachNow has no problem having vehicles in all 3 neighborhoods (Montopolis, Riverside, and Pleasant Valley). ReachNow wants use of the vehicles to hold the cars there. They are open to building partnerships with 3rd parties to find users for the vehicles in those areas (ex: InstaCart).

3) Identify fleet size for Austin, as well as identify and define the number of locations and rates, as applicable, for all parking spaces:

- a. On-street, unmetered – \$75/mo. current flat rate
- b. Off-street, City facilities- \$25/mo. current flat rate
- c. On-street, free-floating- \$50/mo. current flat rate, but will be true-up based on actual usage based on reporting from ReachNow
- d. Temporary, on-street, special events-\$217/mo. -200 hours of spaces (5 space cap). First come first serve basis. Discussed in monthly meetings and planned in advance. ReachNow has equal opportunity to ask for spaces.
- e. Off-Street, private dedicated spaces-COA does not have jurisdiction but ReachNow can work with 3rd parties to establish these spaces. Work with transit system to establish parking with Cap Metro/around bus lines, etc.

Exhibit C

f. Changes to fleet size and designated zones as requested – these changes are handled based on ReachNow's needs and discussed at the monthly meetings (for the first 6 mos. of the contract).

Quarterly basis ok with ReachNow for establishing the meter read reimbursements for the usage rate. How will the COA determine the reporting that comes with that? What can finance department handle?

Seaholm District-Ecofriendly district –makes sense to have ReachNow out there.

Who is contact to build the charging stations-Austin Energy.

Discuss vehicle locations at least 2 months before launch date.

4) Marketing/Media Plan

- a. Identify the community outreach events planned for 2017 and how you plan to highlight your partnership with the City of Austin.
 - i. Marketing Team is working on that now. Desire to be part of Austin's SxSW eventually. Partner with the Mayor's Office & Chamber of Commerce, Downtown Austin Alliance to help get ReachNow in front of the right people to grow our model in Austin. We will get firm details to Austin as soon as they are available. Concept first, then actual details.
- b. Identify what work is currently being done, and what will continue to be done throughout 2017 to build alliances with other organizations in the Austin area.
 - i. See answer to above. Moving towards working with AE to build out more electric charging stations and corporate campuses.
- c. Identify the planned advertisements and dates for those advertisements.
 - i. Want to do a soft launch in conjunction with a tech corporate partner such as Home Away. This approach has worked for ReachNow in the past. At least 30 days prior to actual launch date.
- d. Identify what promotional efforts will take place in 2017.
 - i. Mostly digital promotional campaign that offers lifetime membership and some amount of driving credit. Work events within COA to sponsor in/around COA.
- e. Identify what efforts will be made to recruit membership in 2017 and timeline for those efforts.
 - i. Mostly digital and credits/lifetime memberships.

Exhibit C

Economic Development for COA-

Ride-sharing offers job opportunities and drivers would be employed by ReachNow.

Initial hire of at least 5 full time employees within ReachNow staff alone and at least 10 operational specialists (Fleet Management). And within 2 years will want to establish a regional office to manage the City of Austin. All staff would be in place closer to the 1st of October, or 30 days prior to launch date.



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

SOLICITATION NO: KDS0502

COMMODITY/SERVICE DESCRIPTION: Car-Share Program

DATE ISSUED: November 28, 2016

REQUISITION NO.: 2400-16100500010

COMMODITY CODE: 96289
**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Claudia Rodriguez
Senior Buyer

Phone: (512) 974-3092
E-Mail: ClaudiaR.Rodriguez@austintexas.gov

Kimberly Scannell
Buyer II

Phone: (512) 974-2261
E-Mail: Kimberly.Scannell@austintexas.gov

PROPOSAL DUE PRIOR TO: December 15, 2016 at 2:00pm (CT)

PROPOSAL CLOSING TIME AND DATE: December 15, 2016 at
2:00pm (CT)

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

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

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 Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # KDS0502	Purchasing Office-Response Enclosed for Solicitation # KDS0502
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 5 ELECTRONIC COPIES (FLASHDRIVE/CD) 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	4
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	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
Attachment A	Map	1
Attachment B	Exceptions Document	1

*** 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 the * Sections are available on the Internet at the following online address:**

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

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.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

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: ReachNow, LLC
Company Address: 2118 3rd Avenue
City, State, Zip: Seattle, WA 98121
Federal Tax ID No. _____
Printed Name of Officer or Authorized Representative: Thomas H. Cole
Title: Head of Market Development
Signature of Officer or Authorized Representative: Thomas H Cole
Date: 12/9/16
Email Address: thomas.cole@bmwna.com

* 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.

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

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. AUDITS and RECORDS:

- 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. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

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.
- 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.

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

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.
 - 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

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

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 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.

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

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 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 OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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.
- 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

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

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 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.

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

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.
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.

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

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 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

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

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.

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 Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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)**

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

- 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
 - (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".

**CITY OF AUSTIN
PURCHASING OFFICE
CAR-SHARE PROGRAM
REQUEST FOR PROPOSALS (RFP) KDS0502**

SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400

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 Claudia Rodriguez via email to: ClaudiaR.Rodriguez@austintexas.gov by December 8, 2016.

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

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

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

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

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

**CITY OF AUSTIN
PURCHASING OFFICE
CAR-SHARE PROGRAM
REQUEST FOR PROPOSALS (RFP) KDS0502**

SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400

- (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
 - The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) additional twelve (12)-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Parking meter rates are established by the Austin City Council. The parking space rental rate percentage change will equal the percentage change of the City Council approved parking meter rates. The City will notify the Contractor within 30 calendar days of City Council approval.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **PLACEMENT OF ORDERS:** The City of Austin will submit all material orders to the contractor in writing via fax or email with a purchase order number. The Contract Manager may call to verify that order was received and that the material can be provided as requested. Thereafter the Contractor shall be responsible for notifying the Contract Manager immediately with delays or unavailability of material.
6. **PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

**CITY OF AUSTIN
PURCHASING OFFICE
CAR-SHARE PROGRAM
REQUEST FOR PROPOSALS (RFP) KDS0502**

SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400

The Contractor shall submit monthly payments to the City no later than the 15th day of each calendar month. The amount to be paid shall be calculated based upon the number of parking spaces made available by the City to the Contractor during the immediately preceding month, and the category of parking space, as listed below. Total monthly payment is calculated as the monthly rate defined below times the number of spaces.

Payments shall be mailed to the below address:

	City of Austin
Department	Transportation Department
Attn:	Accounts Payable
Address	3701 Lake Austin Blvd
City, State Zip Code	Austin, TX 78703

7. 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>

8. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

**CITY OF AUSTIN
PURCHASING OFFICE
CAR-SHARE PROGRAM
REQUEST FOR PROPOSALS (RFP) KDS0502**

SUPPLEMENTAL PURCHASE PROVISIONS-SECTION 0400

- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
9. **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 cooperative agreement.
10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:
- Steve Grassfield
- (512) 974-4189
- Steve.Grassfield@austintexas.gov

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

**CITY OF AUSTIN
PURCHASING OFFICE
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO. RFP KDS0502
CAR-SHARE PROGRAM
SCOPE OF WORK**

1. PURPOSE

The City of Austin (City) Transportation Department (ATD) seeks proposals from qualified and experienced car-share providers to develop, implement, and manage the Car-Share Austin program.

The selected car-share provider(s) (CSP) shall provide a membership-based car-sharing service as part of a larger effort by the City to create a sustainable transportation network and reduce single-occupancy personal vehicle miles traveled, improve air quality, and mitigate congestion. Car-Share Austin is expected to support the City's growing density and the region's growing transit network, as well as the City's already high bicycle and transit usage. By providing a variety of mobility options and alternatives to single-occupancy vehicles, the City intends to become more sustainable, livable, and affordable. The focus of Car-Share Austin will be on Central Austin, especially Downtown and the neighborhoods surrounding the State Capitol Complex and the University of Texas.

To encourage the use of car sharing and provide readily available locations for members, the CSP(s) will purchase the use of dedicated parking spaces from the City designated for the exclusive use of the CSP vehicles.

The City reserves the right to award this contract to multiple vendors and to expand or reduce services as needed.

2. BACKGROUND

Austin is at the heart of the rapidly growing Central Texas Region. City and State of Texas demographers project the region's population will grow by more than 2,000,000 people in the next 25 years. The City of Austin's population is currently estimated at about 930,000, according to data collected by the U.S. Census Bureau and the City of Austin Planning and Zoning Department. This growth presents both challenges and opportunities that can affect the livability, sustainability, and mobility of Austin and the region. Central Austin's existing transportation network is at capacity during peak hours and there are few opportunities to expand roadways, yet Austin's continued social, environmental, and economic vitality depends on mobility. Central Austin needs improved mobility in the form of new and expanded modal options to meet the demands of continued economic and population growth.

Car-share programs of various configurations have been implemented throughout Europe and North America over the past 25 years. According to carsharing.net, over 500,000 members are currently sharing over 10,000 vehicles.

Austin has been sharing cars since 2006, beginning with the homegrown, small-scale Austin CarShare. Although Austin CarShare is no longer in operation, it pioneered the car-share model in Texas. In November of 2009, the City launched the first North American pilot program for a new model of car-share with Daimler AG's car2go program utilizing a fleet of 200 Smart Fortwo cars. The car2go pilot program started with City employees for business (i.e., as a potential City fleet-reduction measure) and personal use and was expanded to include State of Texas employees and local non-profit organizations. In May of 2010, the car2go program was opened up to the general public and now boasts over 50,000 members. When the initial pilot program contract was set to expire in November 2010, the City extended the arrangement up to an additional year pending the implementation of a permanent program. Contracts were established with ZipCar and car2Go in 2011 to implement the current Car-Share Austin program contracts which will be expiring soon.

**CITY OF AUSTIN
PURCHASING OFFICE
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO. RFP KDS0502
CAR-SHARE PROGRAM
SCOPE OF WORK**

3. STATEMENT OF WORK

3.1 Program Definition

- 3.1.1 ATD defines Car-Share Austin as a membership program with a fleet of on-demand self-service vehicles that could include passenger cars, trucks, and vans, located throughout the service area, which can be rented by the minute, hour or the day and are accessible via an automated on-line reservation and billing system. Membership and usage rates include the cost of parking at the vehicles' designated sites, fuel, cleaning, maintenance, and insurance.
- 3.1.2 Car-share programs make the benefits of personal vehicle use available to individuals at a lower cost relative to personal vehicle ownership. Through collective ownership, the high costs of auto ownership are spread across a group of individuals (i.e., members), making vehicle usage for members more economical than owning personal vehicles. Car-share programs can also supplement vehicle ownership by minimizing vehicle mileage of personal or business owned vehicles.

3.2 Car-Share Deployment Models

There are two predominant models of car-share programs: point-to-point and nodal. Each has its advantages and disadvantages and ATD will accept proposals deploying either model, both models, or a different model. The following paragraphs describe the aforementioned models:

- 3.2.1 Point-to-Point - The point-to-point, or distributed model, is currently utilized by the Car-Share Austin car2go program. There are designated on-street and off-street parking spaces, however cars may be picked-up and dropped off anywhere within the operating area (or geo-fence). This model has the key benefit of convenience because a vehicle may be driven directly to the destination and held for future use or released for others to use. If the vehicle is held onto during a stopover the member continues to be charged until the car is released. If the vehicle is released upon arrival, the member has no guarantee that the same or any car-share vehicle will be available at that location for the return trip. The CSP is responsible for maintaining an adequate distribution of vehicles throughout the operating area and shall collect and redistribute vehicles periodically.
- 3.2.2 Nodal - The nodal (neighborhood), or pod model, is the prevailing car-share model throughout North America. Under this arrangement, vehicles are available only from each vehicle's designated home site, or node, and must be returned to that same location. This model has the benefit of being more predictable for the member, but requires the member to incur time charges during stopovers and does not allow point-to-point usage.

3.3 Car-Share Austin's Program Requirements

Because there are advantages and disadvantages of both car-share deployment models, the City does not have a preference for one model or another. Instead the following requirements are established for the Car-Share Austin program and CSPs shall describe in their proposals how they will address the requirements. As mentioned in Section 1 - Purpose above, the City may select one, or more, CSPs.

- 3.3.1 Service Area - The Car-Share Austin preferred service area is defined by the City full-purpose jurisdiction, as shown in **Attachment A**. The CSP shall provide in their proposal

**CITY OF AUSTIN
PURCHASING OFFICE
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO. RFP KDS0502
CAR-SHARE PROGRAM
SCOPE OF WORK**

their recommended identified service areas and their approach to expansion of services over a set amount of time (if applicable) in the identified service areas.

3.3.2 The following districts within the City of Austin full-purpose jurisdiction are excluded from the Car-Share Austin service area because the City does not have jurisdiction over the streets within these areas. CSP vehicles may be used within these excluded areas, however, since the City does not have jurisdiction over these areas, the CSP(s) will need to negotiate separately with these entities to allow CSP vehicles to park in the excluded areas. These areas are listed below:

- 3.3.2.1 The University of Texas at Austin campus
- 3.3.2.2 The State Capitol Complex
- 3.3.2.3 Austin-Bergstrom International Airport

3.3.3 Parking - The City will provide a negotiated number and cost rate for on-street metered parking spaces at the commencement of the program. Additional spaces may be subsequently requested and considered at a negotiated number and rate.

- 3.3.3.1 Designated on-street unmetered parking will be considered at a negotiated rate.
- 3.3.3.2 Designated off-street parking at City facilities will be considered at a negotiated rate.
- 3.3.3.3 Non-designated on-street "floating" spaces will be considered at a negotiated rate.
- 3.3.3.4 Designated on-street spaces assigned temporarily for special events will be considered at a negotiated rate.
- 3.3.3.5 Designated off-street parking at private facilities may be obtained independently by the CSP.
- 3.3.3.6 Designated parking near Capital Metropolitan Transportation Authority (Capital Metro) transit facilities is considered a City priority and shall be pursued with the assistance of ATD.
- 3.3.3.7 Parking in permit-only spaces is prohibited without the use of required hang-tags.
- 3.3.3.8 Fees and fines for car-share parking in non-designated spaces shall be the responsibility of the CSP(s).
- 3.3.3.9 The CSP(s) shall place cars in designated spaces within two low-income neighborhoods as identified during the negotiations.
- 3.3.3.10 The City will provide signs and markings for designated parking within the public street right-of-way and at City facilities at the CSP(s) expense, as included in the negotiated rate.
- 3.3.3.11 Signs and markings for off-street parking at private facilities may be obtained by the CSP from the City at a negotiated rate.
- 3.3.3.12 The City will install signs and markings in a timely manner.
- 3.3.3.13 The City will enforce parking rules for designated on-street parking consistent with enforcement of other City parking ordinances. Enforcement of parking rules at designated off-street City facilities will be the responsibility of the facility. Enforcement of parking rules at designated off-street private and Capital Metro facilities will be the responsibility of the facility.
- 3.3.3.14 The anticipated City revenue from the existing metered on-street parking spaces is shown below:

**CITY OF AUSTIN
PURCHASING OFFICE
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO. RFP KDS0502
CAR-SHARE PROGRAM
SCOPE OF WORK**

Downtown Meter Hours:

Mon., Tues., and Wed. 8 am to 6 pm =	10 hours a day	Thurs., and Fri.
8 am to midnight =	16 hours a day	
Sat. 11 am to midnight =	13 hours	

Total hours/week = 75 X 52 weeks X \$1.20 /hour = \$4,680 annual value per space

Outside downtown:

Mon. thru Sat 8 am to 6 pm =	60 hours per week
------------------------------	-------------------

Total hours/week = 60 X 52 weeks X \$1.00 / hour = \$3,120 annual value per space

The exact annual value per space for a specific space outside downtown is dependent on the metered hours and rates of that area so the annual value of the space may vary by location. In addition, the Austin City Council has the option to review the hours and rates for metered parking in all areas, so the fees and duration of the hours and days of operation maybe subject to variation depending on future Council action.

3.3.3.15 Use of CSP vehicles by the City - The City will negotiate a rate for the use of CSP vehicles by City employees on official City business.

3.3.4 Technology - Each CSP shall provide information on their automated online reservation and membership account system in the proposal. The system shall be easy to use and consistent with the following:

3.3.4.1 Real-time GIS information shall be presented for available vehicles and designated parking

3.3.4.2 A mobile application shall be available for download that allows members to locate and reserve vehicles

3.3.4.3 A customer service telephone accessible service available 24 hours a day seven days a week shall be provided by each CSP

3.3.4.4 The City will establish a common Car-Share Austin web portal or dashboard on its web site for which CSP(s) shall be required to provide link(s) to their site(s).

3.3.5 Vehicles – The following information shall be included in the proposal:

3.3.5.1 Number of vehicles in CSP's national fleet, make/model, fuel type and average MPG, age/average number of miles on vehicles;

3.3.5.2 CSP's vehicle replacement schedule (life cycle) and maintenance schedule to include any relevant information regarding manufacturer model changes that may disrupt the City of Austin car-share program;

3.3.5.3 Proposed vehicles for the Austin car-share program to include the minimum vehicle availability, make/model, fuel type and average MPG, age/average number of miles on vehicles and the replacement/maintenance schedule for the proposed City of Austin car-share vehicles.

3.3.5.4 The CSP(s) shall be responsible and provide for the following:

3.3.5.4.1 Vehicle maintenance and cleaning

3.3.5.4.2 Licensing and inspections

3.3.5.4.3 Vehicle insurance which meets the minimum requirements for the State of Texas

**CITY OF AUSTIN
PURCHASING OFFICE
REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO. RFP KDS0502
CAR-SHARE PROGRAM
SCOPE OF WORK**

- 3.3.5.4.4 Roadside emergency service assistance 24 hours a day, 7 days a week
- 3.3.5.4.5 Availability to individuals to the minimum age of 18
- 3.3.5.5 The CSP(s) shall affix the CSP's logo to each CSP car-share vehicle to identify the vehicle as authorized to park in designated car-share parking.
- 3.3.5.6 The CSP(s) shall ensure the fleet average of vehicles permitted in public on-street parking spaces comply with ultra-low emission standards as determined by the EPA. CSP(s) shall include their plan to reduce the City's carbon footprint.
- 3.3.6 Reporting - the CSP(s) shall provide the City with the following data to help ensure contract compliance and to help evaluate the program.

The CSP(s) shall provide the following information quarterly, annual, or as requested basis following program initiation. The information shall be made available to the City within 7 business days of the Contract Manager's request.

 - 3.3.6.1 A year-end summary shall be provided by each CSP to the City Contract Manager:
 - 3.3.6.1.1 The CSP's membership numbers and monthly rate of growth;
 - 3.3.6.1.2 Spatial distribution of the CSP's memberships;
 - 3.3.6.1.3 Number of vehicles in the program per month/year;
 - 3.3.6.1.4 Reservation hours per vehicle per month for each CSP vehicle by location (designated on-street and designated off-street);
 - 3.3.6.1.5 Miles driven per month/year;
 - 3.3.6.1.6 Carbon emission savings.
 - 3.3.6.2 The results from a quarterly or annual membership survey asking (at a minimum):
 - 3.3.6.2.1 How many cars did you own prior to membership in CSP?
 - 3.3.6.2.2 How many cars do you own now?
 - 3.3.6.2.3 Was the purchase of a vehicle planned prior to membership and then abandoned due to membership?
 - 3.3.6.2.4 Has your number of auto trips increased, declined, or remained the same after membership?
 - 3.3.6.2.5 Has your number of walking, biking and transit trips increased, declined, or remained the same after membership?
 - 3.3.6.2.6 Any other questions required by the City.

4. Meetings

- 4.1 CSP shall participate in meetings, general discussion, and consultation with the City relative to this project throughout the period of engagement at no additional cost to the City.
 - 4.1.1 Within the initial six months of the CSP participation in Car-Share Austin, ATD and CSP shall hold monthly meetings.
 - 4.1.2 Following the initial six month period, ATD and the CSP shall hold quarterly meetings or as otherwise requested by ATD.

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	Reach Now, LLC	
Physical Address	2118 3 rd Avenue Seattle WA 98126	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> 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 SheetResponding Company Name Beach Now

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Seattle Dept. of Transportation
Name and Title of Contact Cristina Van Valkenburgh, Manager
Project Name Beach Now Seattle / Free-floating car sharing
Present Address 700 5th Ave
City, State, Zip Code Seattle, WA 98104
Telephone Number (206) 684 3649 Fax Number (206) 684 3238
Email Address Cristina.VanValkenburgh@seattle.gov

2. Company's Name Portland Bureau of Transportation
Name and Title of Contact Dave Benson, Manager
Project Name Beach Now ^{Portland} ~~New York City~~ / car share program
Present Address 1120 SW 5th Ave, Suite 800
City, State, Zip Code Portland, OR 97204
Telephone Number (503) 823 5185 Fax Number (503) 823 7576
Email Address Dave.Benson@portland.oregon.gov

3. Company's Name New York City Dept. of Transportation
Name and Title of Contact Will Carry, Manager/Senior Director
Project Name Beach Now Brooklyn / car share data share
Present Address 55 Water Street, 9th Floor
City, State, Zip Code New York City, NY 10041
Telephone Number (212) 839 6657 Fax Number ()
Email Address WCarry@dot.nyc.gov

Section 0835: Non-Resident Bidder Provisions

Company Name Reach Now, 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: non-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 is 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: YES Which State: WA

- 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: Comparable percentage disadvantage

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

SOLICITATION NUMBER: KDS0502
PROJECT NAME: Car-Share Program

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.

Reach Now, LLC
Company Name

Thomas H. Cole Head of Market Development
Name and Title of Authorized Representative (Print or Type)

T Cole
Signature

12/12/16
Date

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

SOLICITATION NUMBER:	KDS0502
PROJECT NAME:	Car-Share Program

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Not Yet Determined <i>pc Reach Now, LLC</i>		
Address	2118 3 RD Avenue		
City, State Zip	SEATTLE WA 98121		
Phone Number	201 470 9695	Fax Number	
Name of Contact Person	Thomas H. Cole		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

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

Thomas H. Cole Head Market Development
Name and Title of Authorized Representative (Print or Type)
Thomas H. Cole
Signature Date *1/9/17*

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 _____

ReachNow, LLC, Proposal to the City of Austin
For the Car-Share Austin Program
Solicitation Number KDS0502

Table of Contents.	Pgs.
Executive Summary	2-4
City of Austin Purchasing Documents	3-17
Authorized Negotiator	18
Business Organization	19
System Concept and Solutions Proposed	20-29
Good Organization and Management Practices	30-35
Assigned Personnel and Related Experience	36-40
Proposed Rate Schedule/Revenue	41
Exceptions to the Proposal	42

Executive Summary:

ReachNow is pleased to provide this proposal to partner with the City of Austin, and join the Car-Share Austin program in 2017. In this document we outline ReachNow's car sharing product concept, technical capabilities, launch plan, growth strategy and benefits. We believe that ReachNow's strategic vision and mission strongly aligns with the City of Austin's effort to create a sustainable transportation network.

Who are we?

ReachNow is a mobility services company and is a wholly-owned subsidiary of BMW of North America, LLC, the sole authorized distributor of BMW and MINI motor vehicles in the US. In addition to providing point-to-point car sharing with more than 1000 cars in North America, ReachNow is in the process of developing a number of other services, including a ride-sourcing service, vehicle delivery valet service, short and long term rentals, and peer-to-peer car sharing to members. From its Seattle, WA headquarters, ReachNow serves about 35,000 members in Seattle, Portland, OR and Brooklyn, NY.

Product concept.

Members can locate and book the closest available car in the ReachNow app or find a ReachNow car on the street. Cars can be returned to any legal parking space on the street within the city's designated home area (service area).

ReachNow point-to-point car sharing vehicles are charged at a standard rate of \$0.49 (cents) for each minute the vehicle is used, and \$0.30 (cents) per minute while parked, with a one-time lifetime registration fee of \$39. All prices are inclusive of insurance, fuel and parking at public meters on the street within the designated Service area, plus taxes and fees. ReachNow automatically caps pricing at multiple different tiers: \$50 for up to 3 hours, \$80 for up to 12 hours, and \$110 for up to 24 hours. As part of the Reserve service that will launch in early 2017, ReachNow has added price caps for trips lasting 2-5 days: \$180 for up to 48 hours, \$250 for up to 72 hours, \$300 for up to 96 hours, and \$350 for up to 120 hours.

There are over 1000 vehicles in Brooklyn, Seattle and Portland combined, including the electric BMW i3, BMW 3 Series, MINI Cooper and MINI Clubman, with plans for fleet expansion. ReachNow gives members access to any available vehicle in any fleet in any city.

ReachNow is designed to provide members with an experience that is as convenient as owning a car. The user experience is premium and affordable, with fast mobile registration and an almost instant approval process – often in two minutes or less – a first for any car sharing service. Anyone can register for ReachNow by downloading the free ReachNow app for iPhone from the App Store and for Android on Google Play. More information can be found at www.reachnow.com.

Technical and reporting capabilities.

ReachNow has partnered with RideCell to build software, "Dispatch", which allows fleet steering and operations teams to actively monitor the location of vehicles during idle/non-use/parked periods. This critical data enable fleet contractor, Ecoservice, to balance vehicles in the event that they are clustered in one area and move cars that are parked in street cleaning zones or that are in violation of parking time limits (example: 72 hour rule).

ReachNow is able to self-report to the City of Austin time spent in metered areas, in order to appropriately reimburse the City for those fees, residential parking permit and other zones at block-level granularity on a monthly basis. ReachNow is open to collaborating with the City of Austin on parking technologies that utilize open data approaches to pay in real time – pay by phone - and BMW Group is an investor in a prominent mobile parking payment service, Parkmobile USA Inc. ReachNow has built and is able to grant the City access to an application programming interface (API) for location and availability and may build a “parking portal” (See Appendix C) in order for

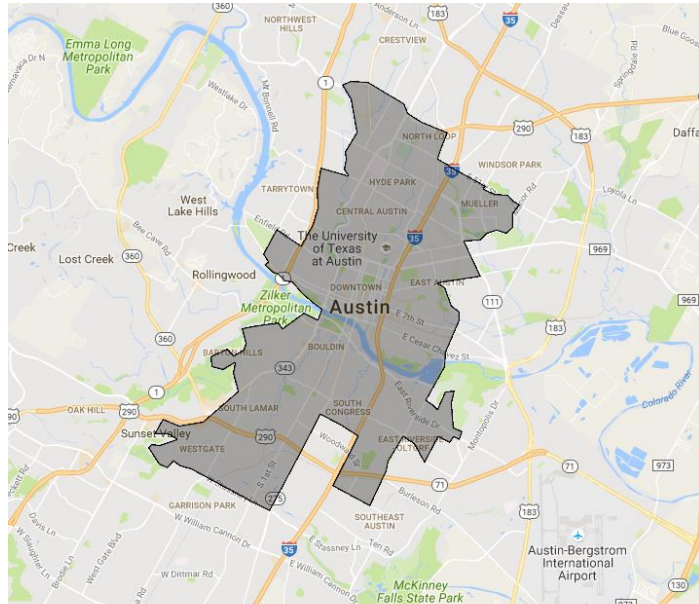


Figure 1: ReachNow Austin service area at launch

the City to perform its own audit of the data. Supplemental to parking data reporting, ReachNow intends to work with various stakeholders in Austin in developing a survey instrument to be deployed to members quarterly, or more frequently, depending on requirements.

We have already developed and deployed multiple first-drive and quarterly surveys to members across North America. ReachNow currently works with the Academic Institutions, on electric vehicle and car sharing research.

ReachNow would work closely Austin Transportation Department's Parking Enforcement and Police Department in providing the details of the launch plan, vehicle identification and parking procedures (in accordance with the General Parking Regulations) for members. In the event that a citation is issued to a ReachNow car, we would be fully responsible for paying the fine but may pass it through to the member if he or she is at fault along with the explanation for the citation. We would follow a similar procedure for tolls.

Our launch plan for Austin.

Should ReachNow be selected by committee to join the Car-Share Austin program, we are prepared to launch point-to-point service in Q4 2017.

The initial fleet of up to 300 vehicles in Austin will include the BMW 3 Series, BMW i3rex, MINI Cooper and MINI Clubman. Vehicle pricing and availability at launch will influence final decision on percentage of each model in the fleet. However, as a general rule-of-thumb, ReachNow deploys an even mix of BMW and MINI vehicles.

The proposed Austin service area, at launch, comprises an area of 30.6 mi² and serves approximately 275,000 residents or slightly over 30% of the City's population. The ReachNow team did extensive market research, which included an on-site visit, and analyzed numerous factors in developing its proposed service area, including population density, car ownership, public transit access, parking costs and travel patterns.

ReachNow may decide to add vehicles and expand the Service area once high utilization is achieved.

ReachNow anticipates that initial growth will come through paid online and other advertising campaigns and word of mouth. When organic growth slows months later, ReachNow will rely on traditional corporate sales channels and partnerships/sponsorships and promotions with neighborhood associations, advocacy groups, hackathons/start-up mixers and ride-and-drive events. ReachNow anticipates working with many Austin Downtown Business Associations, PIDs, to get the word out about the benefits of using point-to-point car sharing, in terms of lowering costs for mobility compared to car ownership and sustainability. As flexible car sharing closes the transit gap, there is a natural connection to initiatives that support access to Capitol Metro and Austin B-Cycle. ReachNow looks forward to supporting those initiatives through strategic partnerships, sponsorship and promotional offers.

Benefits.

Car sharing offers numerous benefits to the City of Austin including reduction of parking congestion, vehicle-miles-travelled and CO₂. ReachNow offers sustainable vehicles and affordable mobility that can help close the transit gap through a point-to-point version of car sharing. The point-to-point model does not require that the City set aside parking spaces for car sharing and cars end up where members want to use them. Members report enthusiasm for flexible car sharing because of the expanded use-cases for the product compared to traditional models, the ability to pick up and drop off cars in different places, spontaneity of booking cars, and affordability of trips compared to other on-demand mobility services (like Taxis/TNCs).

One of our visions is less congested Cities with cleaner air. To support this, ReachNow invests in transportation electrification. Our BMW i3 fleet in Seattle has avoided the use of 3,500 gallons of gasoline and associated emissions of 35 tons of CO₂. ReachNow is the only US car sharing operator which deploys electric vehicles in every market it serves.

ReachNow complements a growing portfolio of mobility services that give residents the confidence to shed personal vehicles. According to a recent survey of members, for every ReachNow vehicle added to the streets of Seattle, three privately owned vehicles were sold and seven vehicle purchases were postponed. The ReachNow team is excited to work with the City of Austin and various stakeholders to quantify the benefits of the point-to-point car sharing approach once the program is up and running.

In addition to providing tax revenue, ReachNow would bring jobs to Austin, with an initial hire of at least three full time employees – General, community and a fleet steering managers - and an additional 10+ operations specialists – hired through our contractor EcoService - to manage the fleet (maintain, wash, fuel/charge, balance). As it does other Cities, ReachNow would work hand-in-hand with the Economic Development Department to find office space and recruit and hire a broad range of employees from highly skilled to individuals in traditionally difficult to employ categories.

We appreciate your interest in ReachNow's Partnership. We look forward to continuing this discussion with you and the appropriate staff. Please let us know if you need any additional information for your discussion purposes.

Authorized Negotiator:

ReachNow LLC USA certifies that the person listed below is authorized to negotiate contract terms and render binding decisions on contract matters.

Thomas Cole

Head of Strategy and Market Development

2118 3rd Avenue

Seattle, WA 98121

Email Thomas.Cole@team.reachnow.com

Mobile +1.201.471.9695

Business Organization:

This proposal is being presented by:

ReachNow LLC USA

2118 3rd Ave

Seattle, WA 98121

ReachNow LLC USA is a Delaware company registered to do business in states of Washington, Oregon and New York. ReachNow is a wholly-owned subsidiary of BMW of North America, whose global parent is BMW AG. As a BMW Group company, ReachNow taps into the resources of one of the world's leading mobility companies.

System Concept and Solutions Proposed.

i. Description of deployment model.

Point-to-point car sharing enables members, who pay by the minute, to begin and end a trip at different locations—either throughout a Home Area. ReachNow proposes to launch in Austin with this model.

Find. ReachNow is a new premium car sharing service that makes it easy (and fun) to get from A to B. Our cars are readily available on-street in most neighborhoods.

Drive. When you want it and for how long you want it. Your BMW or MINI is yours for just 41 cents a minute (promotional). Let an afternoon drive turn into a weekend, we won't bother you.

Drop. When finished, just park it at any legal space within our Home Area and walk away. Public meters and residential parking zones within the Home Area are free of charge.

Impacts of point-to-point car sharing on ownership, modal shift, vehicle-miles travelled and CO2 emissions are well understood. A recent study by UC Berkeley, which gathered data from nearly 9,500 North American Car2Go members residing in five cities revealed the following:

- Between two percent to five percent sold a vehicle due to the availability of point-to-point car sharing and another seven to ten percent of respondents chose not to buy a vehicle.
- Each Car2Go vehicle added in cities removes between seven to eleven vehicles and one to three private vehicles were sold across the five cities per car2go vehicle added.
- In total, car2go took an estimated 28,000-plus vehicles off of the road and reduced parking demand.
- At least a six percent reduction in vehicle miles traveled (VMT) was observed and which contributed to at least a four percent reduction in greenhouse gas (GHG) emissions.
- UC Berkeley estimates that more than 10 million miles weren't driven per year per city, and that lead to a reduction of 5.5 metric tons of GHG emissions per car2go vehicle annually.

Source: E. Martin and S. Shaheen. Working Paper. July 2016

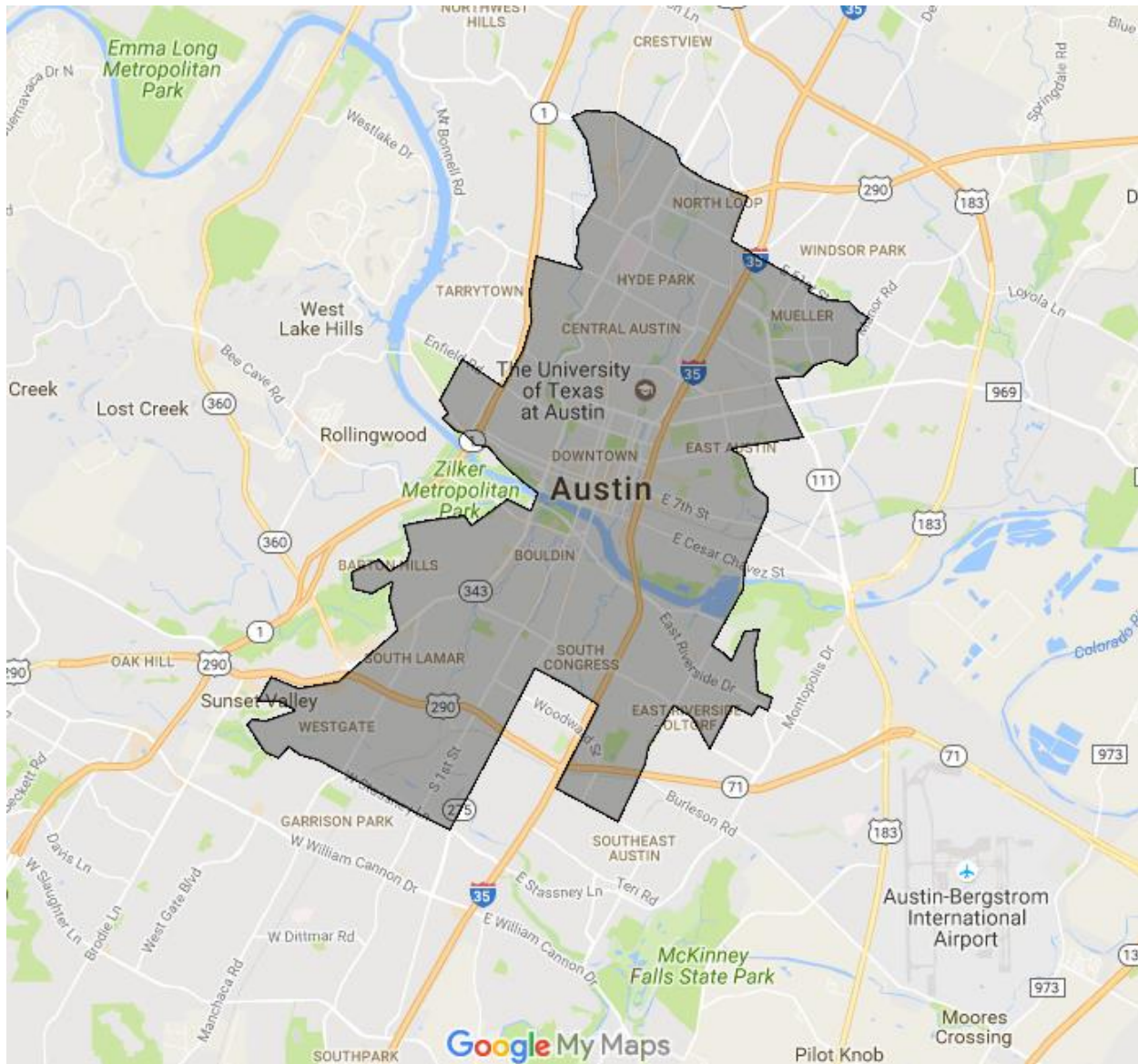
Impacts of ReachNow in Seattle have been assessed for the first time:

- A recent survey of Seattle members revealed that 8% have gotten rid of a car since joining, partially or entirely because of ReachNow's service.
- 31% said they'd probably or definitely buy a car if ReachNow and other car sharing companies suddenly disappeared.
- ReachNow encourages carpooling; 37% of members report having another person in the car during more than half of trips.

ReachNow looks forward to working with the City of Austin and Academic Institutions to assess the benefits of car sharing through annual, or more frequent, surveys.

ii. Proposed service area at launch.

The proposed Austin Service area, at launch, comprises an area of 30.6 mi² and serves approximately 275,000 residents or slightly over 30% of the City's population. The ReachNow team did extensive market research, which included an on-site visit, and analyzed numerous factors in developing its proposed Service area, including population density, car ownership, public transit access, parking costs and travel patterns.



The following districts will be excluded from the ReachNow Austin Home Area: University of Texas at Austin, State Capitol Complex and Austin-Bergstrom International Airport. Excluded areas are shown to members on the car and in-app. Members are prohibited from ending bookings in restricted or excluded areas.

Most bookings will start and end in non-designated on street “floating” spaces. However, ReachNow anticipates requesting access to designated on-street metered spaces and off-street parking at city facilities during the negotiation process.

iii. How it works.

In this section we provide information on our company's online registration, reservation system and mobile app.

Registration via the app is simple and requires that the prospective member add an email and phone number. ReachNow employs a new software solution to scan the member's driver's license, face-match the picture with a selfie, determine liveliness and verify identity. The entire process takes just seconds. The member may input credit card info or use a screen capture feature to add a payment method.

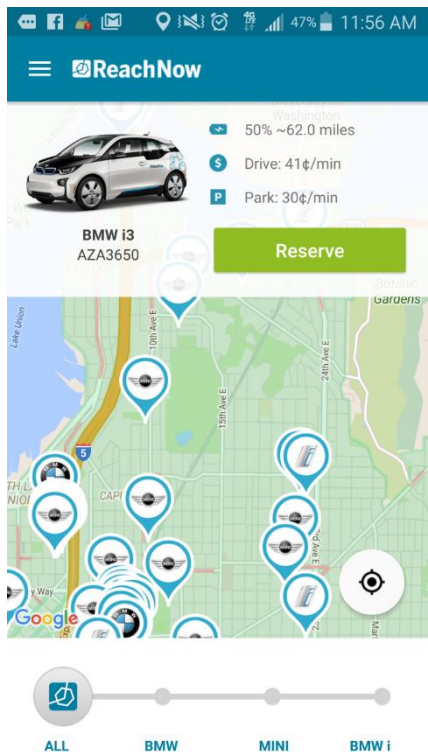


Figure 2: App on open

During registration, ReachNow runs a driver check to ensure that the member is safe enough to be insured by our policy. If that is not the case, the member is rejected until their driving record improves.

After the member has successfully registered and is considered active – this takes about two minutes - they can immediately book a car and take a trip. Once in the app, the member is able to see the car closest to them along with other available vehicles within a short walk. The member is allowed to filter by car type - BMW, BMWi and MINI. They can view fuel/charge level and pricing. When member finds the right vehicle, they simply press “reserve.” The app offers walking directions to the car.

It takes ReachNow's servers just seconds to confirm a reservation. The back-end technology is powered by a San Francisco startup, RideCell. After the reservation is confirmed a 30-minute timer starts to count down. During that period, members have a half-hour to unlock the car with the app before it then becomes available to other members.

A ReachNow car may be spontaneously booked on the curb using the NFC member card, which is mailed after the first drive. Our call center can also find and book a car.

The app has additional functions, like “signal,” which will activate the blinkers on a reserved vehicle just in case in the member unsure if it's the right one. To unlock the car, members can either use the app or a NFC-enabled member card that presses against a sensor on the windshield. Having a redundant method of entry is critical when mobile internet connection is spotty.

ReachNow offers members the opportunity to indicate damage through the app. Members are encouraged to do a short walk-around prior to getting in the car and beginning the trip.



Figure 3: NFC member card access

Once a member is inside the vehicle, they are asked to enter the four digit PIN that they created during registration using the BMW idrive controller. Only after a member chooses “Begin Trip” will they begin to get charged.



Figure 4: Screenflow in the car

In the glove box of each vehicle, members will find a short guide to the car's features, the official car manual, instructions for what to do after an accident, and the car's registration and insurance.

If the member gets into an accident, ReachNow recommends that the member call 911, review the brochure, fill out an accident report form, and contact member support.

ReachNow maintains state mandated insurance minimums. For Texas we will maintain \$30,000 per person, \$60,000 per accident and \$25,000 in property damage. Members are responsible for a \$500 insurance deductible if they are found at-fault in an accident. ReachNow maintains liability coverage of \$5,000,000 per incident. Anything over this amount would be the responsibility of the member.

Setting up the Bluetooth in the car is easy. Once connected, members can listen to music and take phone calls via the in-car speakers safely. ReachNow deletes any personal info from the cars after each trip. Members can also enter a destination into the app and have the directions automatically sync with the in-car navigation system.

When members are done driving, they need to find any legal city parking spot in ReachNow's Home Area, which can be found in the app or via the in-car navigation system. Members select "End Trip" and use the member key card or app to lock the doors.

Receipts are available in app.

Proposal evaluators may register for free. <http://reachnow.com/how/>

iv. Vehicle type and availability.


ReachNow offers amazing cars to members. Our fleet of over 1000 cars across North America consists of electric BMW i3s, BMW 3 Series, and MINI Cooper vehicles (2-door and 4-door models). All models have premium features such as heated seats, moon roofs, rear view back up camera and more.

Our mixed fleet includes fuel-efficient models such as MINI Cooper hatchbacks, as well as the electric BMW i3 vehicles. Exact fleet mix has not been determined for Austin, TX.

Our per-minute pricing is all inclusive of fuel/charging costs, insurance, and parking meter costs at public meters and residential permit zones within the Home Area.

AT&T LTE 6:17 PM

< Booking Details


MINI COOPER
AZA2226

Driving (16 mins)	-\$6.56
Parking (1 min)	-\$0.30
Tax	-\$1.22
Shared Asset Fee	-\$1.00
Total	\$9.08

Paid with: MasterCard ending in 2530
Receipt id: 34847976

Fri, Sep 16 12:43 PM PDT • 17 mins • 4.3 miles
Fourth and Blanchard Building, Seattle
↓
Fri, Sep 16 1:01 PM PDT
3358-3398 16th Ave W, Seattle

Email Receipt

Figure 5: Automatically Generated Receipt



BMW i3. – 117 MPG (Hwy/city combined)

Feel electric.

The BMW i3 brings an electric side to performance. Its all-electric powertrain delivers instant-torque making it extremely fun to drive. (By the way, its high-strength, lightweight carbon fiber chassis is made in Moses Lake, Washington). An eye-catching exterior opens up to a modern interior that leverages sustainability with a mix of renewable and recycled materials. The BMW i3 seats four passengers in style. And the rear seats fold down for a cavernous 36.9 cubic feet of trunk space. Our i3 vehicles also include a gasoline Range Extender which expands your driving range to 130-150 miles.



MINI Clubman - 28 MPG (Hwy/city combined)

Ready for any adventure.

Featuring split rear doors and a sophisticated aesthetic, the Clubman is the most spacious and versatile MINI model. It features premium seating for 5, plus a spacious trunk and folding rear seats – it has enough room for any adventure you may encounter.



MINI Cooper 2 Door – 28 MPG (Hwy/city combined)

Good things come in small-ish packages.

Distinctive British styling meets BMW performance with the MINI 2-door. Its famous wide stance and tightly-tuned suspension delivers a ride that will leave you and your passengers wanting to take the long way. Legendary handling comes with three driving modes and a TwinPower Turbo engine by BMW. So go ahead, flatten those hills.



MINI Cooper 4 Door – 28 MPG (Hwy/city combined)

Four doors open up the possibilities.

Four doors mean more room for you and your friends — for whatever your day holds. The agile MINI 4-door powers you through the city with a BMW-engineered engine and precision handling. Its in-dash display puts entertainment, communication and navigation front and center. Open it up for an unforgettable ride.



BMW 328xi (All-Wheel Drive) - 26 MPG (Hwy/city combined)

Car sharing with award-winning performance.

The BMW 3 Series has long set the benchmark in sports sedan performance. Its legendary style combined with road-hugging handling will have you sprinting down the street to pick up the nearest car. With premium features and all-wheel drive, the BMW 3 Series is the answer to the question: “Can car sharing have an exciting side?” Why, yes. Yes it can.

Vehicles in the ReachNow fleet are replaced before 18 months of service, and maintained according to the schedule suggested by BMW and MINI.

ReachNow and service contractor Ecoservice ensure that vehicles are cleaned, fueled and inspected for damage weekly, or more frequently. When members report damage or a dirty car, ReachNow immediately service blocks the car, meaning another member cannot book it, and Ecoservice staff are deployed to address the problem.

ReachNow will meet minimum vehicle insurance requirements for the State of Texas. Insurance certificates are available upon request.

Both BMW and MINI offer 24 hour roadside assistance. The appropriate phone number and other information can be conveniently found on a windshield sticker.

Membership is now open to qualified drivers 18 years and older in all cities where ReachNow operates.

v. General marketing approach.

ReachNow has experience in successfully launching point-to-point car sharing service in three markets, Seattle, Portland and Brooklyn. One of the most critical initial marketing projects is identifying and signing contracts with local Marketing Agencies in Austin, to prepare for various local communications and marketing efforts. This effort will be lead by a growing marketing department at ReachNow in Seattle, in collaboration with the market management at ReachNow Austin, once they're established.



Figure 6: Portland launch

There are numerous components to a successful launch marketing and communication strategy, including:

Marketing goals:

- Raise awareness of ReachNow as a new car sharing option in Austin
- Establish the ReachNow brand as a convenient and affordable personal transportation option in Austin
- Build upon Car Sharing awareness in the Austin community and continue to educate about the benefits of shared mobility for urban use
- Acquire members comprised of Austin residents and visitors to Austin

Marketing Plan:

- Member communication: In-app messaging where members are geo-located, a newsletter announcement.
- Larger community: Earned and Owned Media to include: ReachNow and BMW of North America press release, media outreach, media influencer outreach, numerous owned social channels, website – Market Specific Page, FAQ's, headline image, rates, map, parking guidelines are market specific.
- Community Outreach: events (street fairs, farmers market), City Council, community organizations, other stakeholders.

- Ads/Events/Guerilla: digital ads – social ads, mobile ads, social influencer outreach, billboard(s), public transit wraps, brand ambassadors, Instagram contest, on-site signage, vehicle branding.
- Potential Partnerships: Austin travel organizations, chambers of commerce, Corporate (ex. Dell and Whole Foods).

A marketing timeline for Austin is available upon request.

Samples of marketing collateral are available upon request.

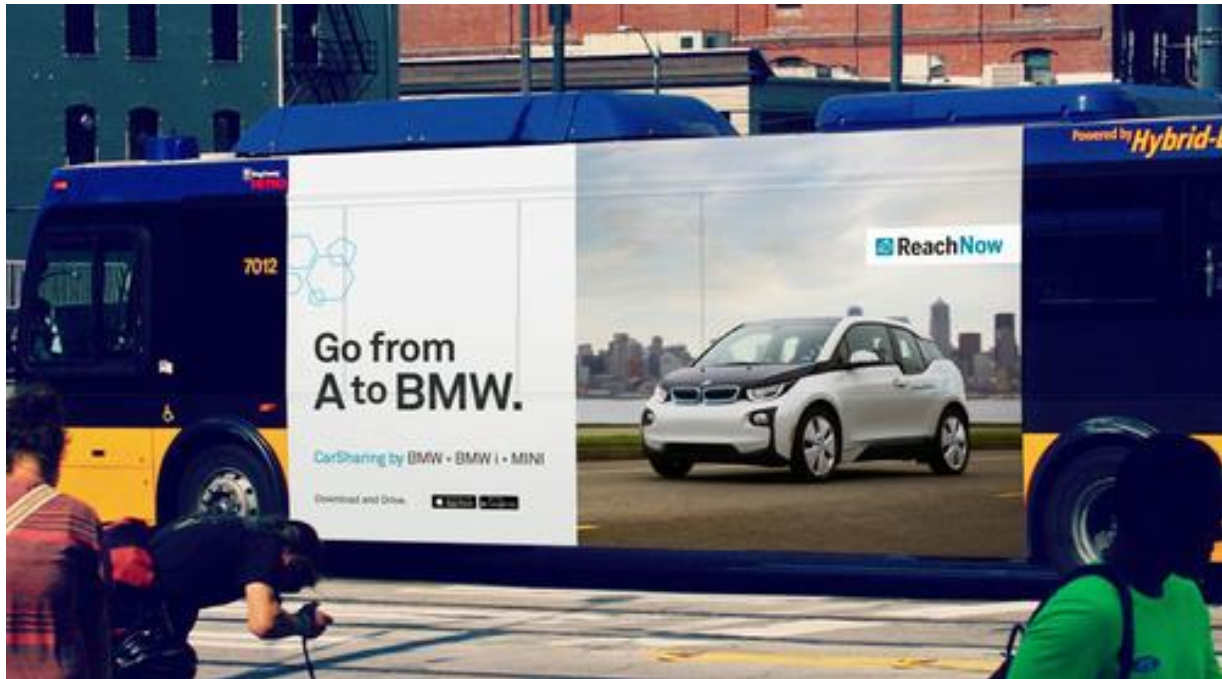


Figure 7: Bus wrap from April 2016

vi. Statement of compliance.

ReachNow LLC USA agrees to comply with all applicable rules and regulations of Federal, State and Local governing entities.

Good Organizational and Management Practices.

i. Project leadership and reporting.

Market Managers report directly to the ReachNow CEO at Seattle HQ. Each market has at least three additional staff members: community manager, fleet administrators and partnerships manager. Those job descriptions can be found below.

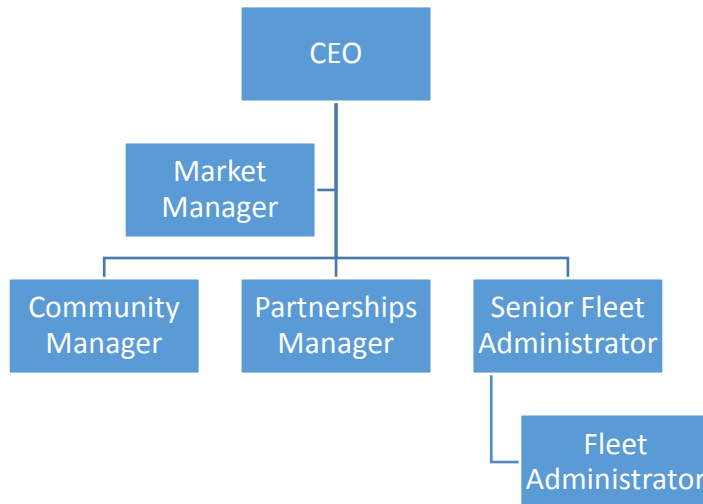


Figure 8: Project Leadership

Market Management, ReachNow Austin:

Market Manager is a roll-up-your-sleeves, entrepreneurial leader to help build, shape and grow the ReachNow business. This position requires serious knowledge of the Austin, not just the geography but the people, businesses and community that make up one of the most dynamic parts of the City. The Austin Market Manager will be responsible for enabling the success of the Austin team and business, by: leading and working directly with the Austin team; managing the overall business employing a data-driven approach; acting as an evangelist and face of the ReachNow Austin brand within the local community; and communicating with ReachNow headquarters.

Their responsibilities will include but are not limited to:

- Develop products, services and business models to continually improve the product offering for Austin.
- Construct, forecast and manage the sales & customer acquisition pipeline.
- Identify potential cooperation partners & foster those relationships, develop strategic and innovative approaches for product management, marketing and sales.
- Guide city marketing to create local marketing strategy & tactics in-line with brand guidelines and HQ marketing plan to meet KPIs Guide city operations to implement and run efficient fleet management processes.
- Employ effective financial figures and KPIs to manage key business processes; report sales, figures and plans to the HQ.
- Share best practices and learnings with other ReachNow market managers to enable the success of the overall ReachNow business.

Community Manager, ReachNow Austin:

Community Manager is selected to help build, shape and grow the ReachNow business. This position requires serious knowledge of the Austin, not just the geography but the people, businesses and community that make up one of the most dynamic parts of the City.

Responsibilities include but are not limited to:

- Localize and execute central marketing activities.
- Monitor the competitive landscape and provide local input into market analysis and overall marketing & sales strategy.
- Localize, and produce (if necessary) various marketing materials (print, online, pictures, etc.) while adhering to CI guidelines and brand values.
- Find member target groups and identify ways to acquire them.
- Day-to-day support of all initiatives occurring in your market (including digital activities such as writing monthly blog post and creating social content).
- Support product launch and brand awareness. Support local press and media activities.
- Recruit and hire temp brand ambassadors and schedule assignments for community events.
- Align roadmap with central marketing and product management team. Give input to home area and further product implementation.
- Develop local sales.
- Proactive acquisition of new members within the business area. Identify, prepare and execute local events, promos, and any kind of local marketing activities to actively drive membership registrations.
- Interact with members (feedback), competitors and suppliers to screen market demands.
- Basic aggregation and analysis of customer feedback.
- Internal and external promotion for car sharing products and services.
- Member services and Operative support of existing customers.
- Monitor performance reports from Call Center.
- Communicate to Call Center (events, outages, etc.) that will impact local membership base.
- Process and respond to local support requests from HQ.
- Support of members for local second level questions and escalation topics.
- Interface between city operations team and member touch points.
- Provide localized messaging for all member touchpoints (Call Center, webpage, etc.).
- Create promotions and relay information to HQ.
- Provide reporting such as KPI's, marketing campaign reports, event reports.
- Support testing on any new software or other development updates which will affect marketing, sales or product in Austin.

Senior Fleet Administrator, ReachNow Austin:

The Senior Fleet Administrator manages and optimizes on a daily basis all operations pertaining to the fleet administrators as well as the fleet service provider (external partner for fleet

management on the ground). This individual is responsible for coordination between external vendors and service providers to efficiently and effectively manage the local fleet of vehicles in the specified market. This position will have up to two direct reports and will be responsible for the overall operation of the local market's vehicle fleet.

Responsibilities include but are not limited to:

- Manage, train and develop local operations team in the assigned market.
- Develop and maintain relationship with local service providers.
- Set schedules for fleet administrators in the local market, taking into consideration high traffic and utilization periods.
- Manage all non-regular vendor relationships (non-contracted towing companies, private businesses, special part requests and ordering)
- Daily and weekly reporting and management of local fleet status and out of service vehicles.
- Ensure the quality and efficiency of vehicle repair at Body shops and Dealerships
- Manage capacities, assign tasks, and coordinate repairs as necessary.
- Optimize fleet operations processes and align with fleet service provider.
- Oversee and work closely with local fleet administrators. Communicate with Lead Fleet Administrators in other markets to share best practices and provide support when needed.
- Coordinate in-fleeting and de-fleeting vehicles into the local market with the Fleet Steering Manager.
- Monitor fleet and provide recommendations for optimizing utilization based on patterns, trends and common issues.
- Assist in new release testing of the network/backend technology when needed.

Partnerships manager and assistant fleet administrator job descriptions can be made available upon request.

Ecoservice is a supplier of ReachNow and they provide fleet services. Employees of Ecoservice are responsible for carrying out tasks assigned by internal fleet administrators, such as fueling/charging, balancing and washing/cleaning. The number of staff that Ecoservice hires in Cities increases with utilization, fleet/membership growth and City expansion. In Seattle, where ReachNow has 700 cars and about 30,000 members, Ecoservice employs 2 shift managers, 2 office managers and 15 full and 10 part-time fleet services staff.

ii. Resolution of customer issues.

Overall Commitment to Customer service:

As BMW Group CEO Harold Krueger wrote in the 2015 Annual Report, "The customer is at the heart of everything we do."¹ Taking cues from our parent company, ReachNow believes that our customers are our most important asset. For any provider of cutting edge technology, informed, empowered and readily available customer service is crucial. For though we ultimately strive to offer a 100 percent defect-free service, issues can and do arise. For this reason,

¹ BMW Group. (2015). *Annual Report 2015*. Retrieved from: <http://bit.ly/2gaWm5V>.

ReachNow offers 24-hour a day, 365-day a year customer support. Customers can contact us through a variety of channels, including by calling our customer support line to speak with a live person at any time of day, or by emailing or connecting via social media. Our goal is to be always available and in whatever form is best for our customers, given their circumstances and personal preferences.

Our customer contact center is located in Fort Lauderdale, FL. It is operated by Bosch Service Solutions, a distinct business unit of Robert Bosch GmbH with whom BMW Group has a long-standing relationship. Bosch Service Solutions is unique among contact center service providers in offering deep mobility service industry expertise. Their accounts include automotive brands like BMW, Porsche, and Audi.

ReachNow has partnered with Bosch Service Solutions to handle all first-level customer contact, whether over the phone or online. The contract terms include offering 24/7 customer support with defined, strict service level agreements:

- 80 percent or more of all incoming calls must be answered in 20 seconds or less
- Initial email response times are set at 24 hours or less
- Social media requests including Twitter and Facebook must be fielded within 4 hours

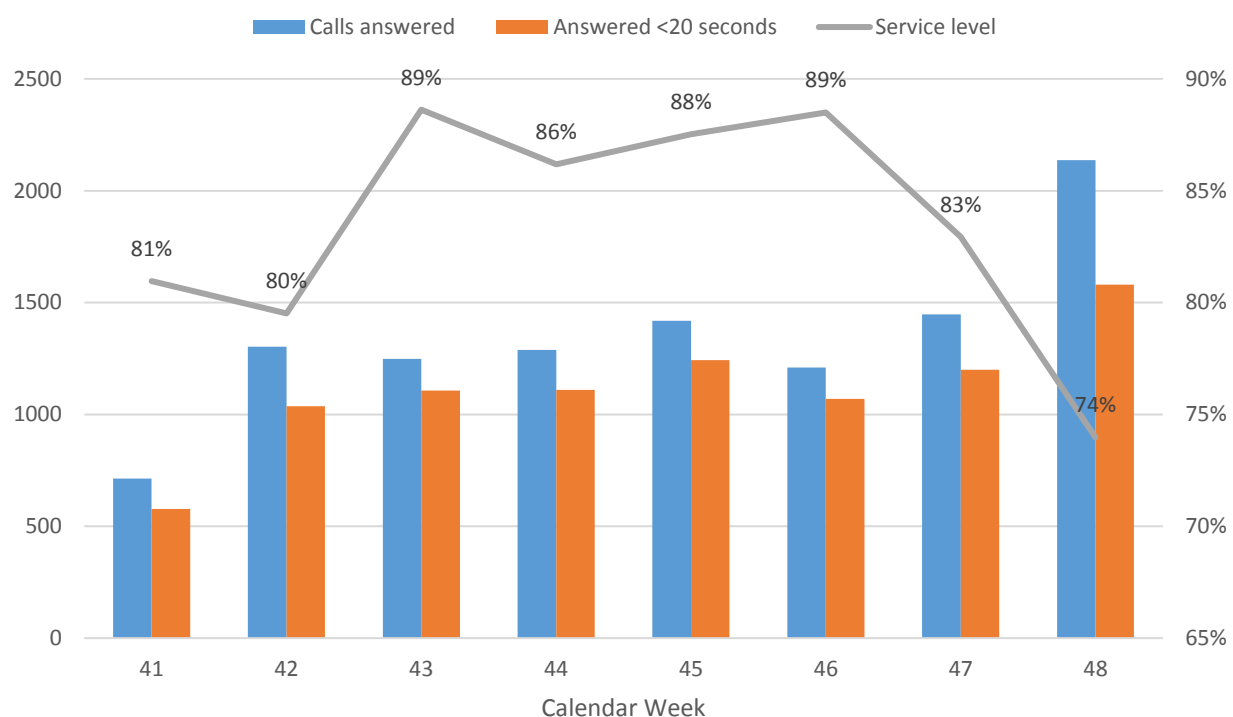


Figure 9: Bosch Service Solutions actual service level during October and November 2016

Second-level support is operated out of the ReachNow office in Seattle, WA. All requests that Bosch Service Solutions cannot handle at the Fort Lauderdale contact center are forwarded to our team at headquarters. Service level for second-level escalations is within 24 hours of receipt. Second-level customer support adheres to the BMW Group commitment to “investigate all complaints competently, diligently and impartially obtaining additional information as

necessary. Every complaint will be assessed fairly, consistently and promptly taking into account all relevant factors to ensure a fair outcome.”²

Commonly reported customer issues:

Despite ReachNow being a more recent entrant in the car sharing and mobility services industry, our products are noteworthy for their reliability and overall low defect rate, especially at this early stage of the development cycle.

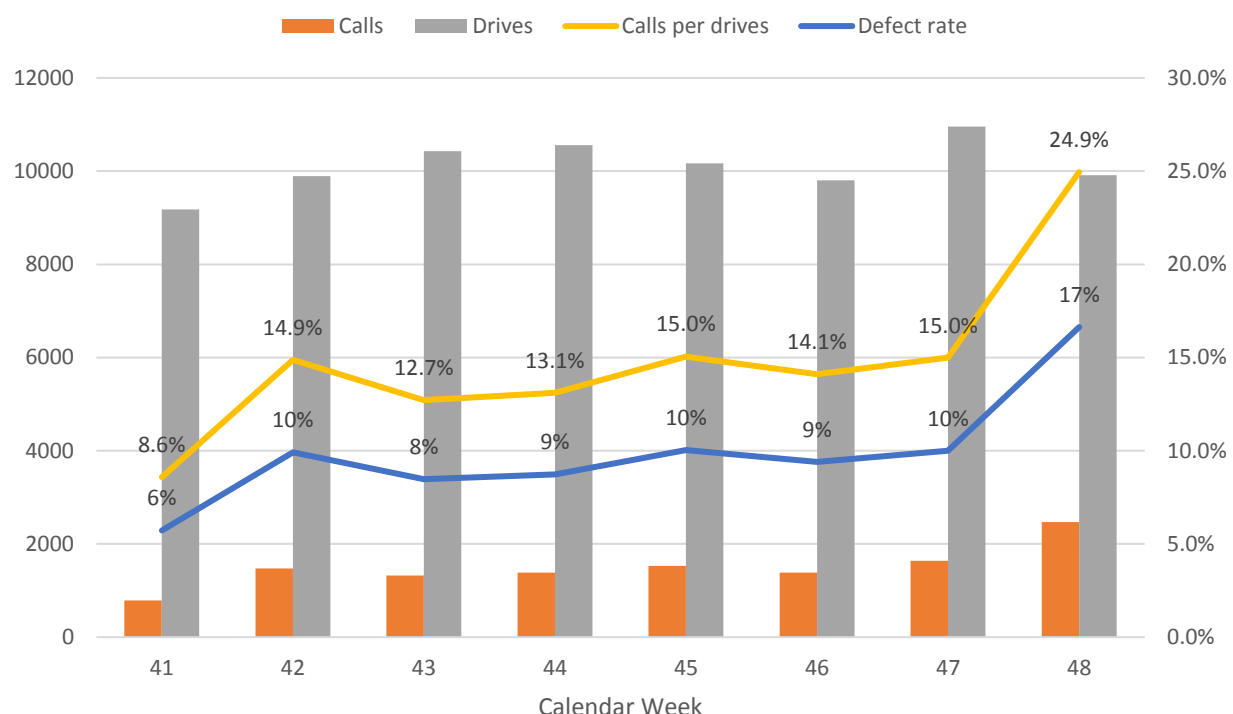


Figure 10: Number of calls per drives taken and defect rate for October and November 2016

As indicated by the yellow line above, the number of incoming calls to customer support as a fraction of car sharing drives taken held fairly steady between 12 and 15 percent during October and November.³ On average, “issues with a new or ongoing rental” make up the majority of inbound call volume: since the ReachNow launch in April, this topic accounts for nearly two-thirds of customer calls to the contact center. The blue line in Figure 3. captures this as our defect rate, as a car sharing trip is only considered successful if a customer is able to reserve, start and end his or her trip without intervention from first-level customer support. Thus the defect rate is measured as the number of calls classified as issues with a new or ongoing rental divided by the total number of calls received. ReachNow has set a goal of bringing our defect rate down to five percent or less by the end of 2017, and a long-term goal of less than one percent of car sharing trips requiring outside assistance to be completed.

² BMW Group. (2016). *Customer Complaints Procedure*. Retrieved from: <http://bit.ly/2gb363C>

³ The sharp spike in the last week of November stemmed from the launch of our Brooklyn operations, as customers familiarized themselves with the new product.

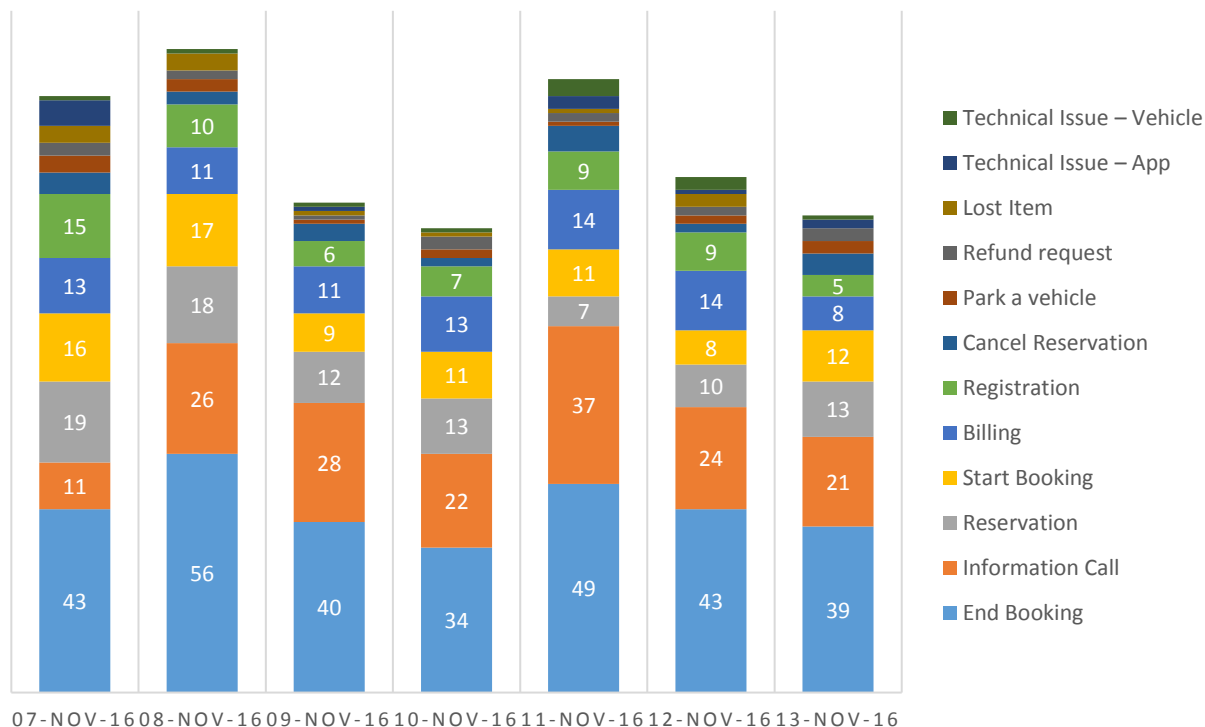


Figure 11: Breakdown of issues reported to ReachNow customer support during a typical week

Beyond issues with a new or ongoing rental, ReachNow customers also contact our support team with general questions about the service, to get help during the registration process, and to clarify or resolve charges to their account. These topics are labeled as information call, registration, and billing and refund requests in Figure 4. The remaining categories above, with the exception of “lost item,” are what ReachNow considers issues with a new or ongoing rental, and are the determinants of our defect rate.

iii. Creating a great workplace.

At ReachNow, employees thrive. That’s because we’ve cultivated an amazing corporate culture, where turnover is zero (we’re also growing quickly), leadership is outstanding and authentic, employees are energized by a mission, communication is open and honest.

Members of the ReachNow team at BMW of North America enjoy a high-performance employment package which includes company paid medical, dental & vision Insurance, employee car program, 401(k) savings plan and a retirement income account.

BMW is committed to sustainability. The BMW Group has adopted a holistic approach, implementing sustainability throughout the value chain. In addition to reducing CO₂ emissions, its strategy also focuses on achieving continuous progress in areas such as corporate environmental protection, supply chain sustainability, employee orientation and social commitment.

Assigned Personnel and Related Experience.

In the following section we describe relevant experience for personnel who are actively engaged in this project.

Simon Broesamle, Chief Customer Officer, ReachNow USA LLC

Relevant experience: Simon served as Global Head of Car Sharing Market Rollout at BMW Group in Munich where he played a critical role in aligning technology, product, marketing and business development teams in Germany, the US and China. Simon has facilitated the successful launch of the ReachNow brand and service in Seattle, WA and other global markets as overall project leader.

Simon's commitment to this project is 5% for the remainder of the year and in 2017.

Thomas Cole, Head of Strategy and Market Development, ReachNow USA LLC

Relevant experience: While serving as Head of Product and Strategy, Thom played a crucial role in developing business relationships with software suppliers who made the ReachNow mobile app a reality. Prior to that, Thom was Chief Financial Officer for DriveNow, an electric vehicle car sharing company with 150 cars in San Francisco, CA.

Thom's commitment to this project is 10% for the remainder of the year and in 2017.

Peter Dempster, Market Development Manager, ReachNow USA LLC

Relevant experience: Peter has worked to develop public policy and other relationships that have enabled successful launch and growth of BMW's car sharing service in four U.S. markets. In his current role, Peter works collaboratively and strategically with ten cities across North America to reduce parking congestion and cut transportation emissions.

Peter's commitment to this project is 25% for the remainder of the year and in 2017.

Dana Goldin, Head of Marketing for New Product Launch, ReachNow USA LLC

Relevant experience: Dana has lead efforts to identify and sign contracts with Marketing Agencies, to enable successful launch of car sharing programs in four US Cities. Prior to her current role, Dana was Chief Marketing Officer at DriveNow, an electric vehicle car sharing company in San Francisco. Under her leadership, the program grew to 150 cars and 14,000 members.

Dana's commitment to this project is 25% for the remainder of the year and in 2017.

Austin market management for ReachNow has not yet been hired. Resumes are found in the following pages.

Simon Broesamle, PhD

Chief Customer Officer at ReachNow USA LLC

Simon.Broesamle@BMW.de

Experience.

Chief Customer Officer at ReachNow USA LLC, December 2016 to current: I move car sharing forward by being responsible for product management, technology, marketing and expansion.

Head of Global Market Development for On-demand Mobility at BMW Group, Aug 2015 to December 2016: Responsible for global market development, rollout and piloting of new business models in the field of on-demand mobility. Responsible for the launch of ReachNow in Seattle, WA, USA.

Project Manager and Leadership Coach at University of St. Gallen, November 2011 to July 2015: Research in the field of leadership and motivation. Conducting executive coaching in the area of transformational and positive leadership.

Product Manager for 360 Electric at BMW Group, October 2011 to October 2014: Development of ecosystem products for BMW's i (electric) division.

Senior Consultant Pharma and Healthcare at Roland Berger Consultants, 2011: Provided strategic analysis for large companies in the health industry.

Manager at Simon-Kucher and Partners, January 2008 to January 2011: Global Marketing and Sales related projects in the pharmaceutical industry. Working for the Top 25 Pharma companies.

Education.

Universität St. Gallen-Hochschule für Wirtschafts-, Rechts- und Sozialwissenschaften, Doctor of Philosophy (PhD), Business Administration and Management, General, Summa Cum Laude.

University of Tübingen, Diploma, Economics, Political Sciences, English, Spanish.

Peter Dempster

Market Development at ReachNow USA LLC

peter.dempster@bmwna.com

Experience.

Market Development at ReachNow, October 2015 - Present (1 year 3 months): I cultivate public and private partnerships for ReachNow in North America, perform market intelligence, inform pricing and rollout strategy, develop mobility options for corporate customers and coordinate academic research. I'm working on a blueprint for how to make free-floating car sharing and other on-demand mobility services part of the fabric of the City.

Business Development and Sales Manager at DriveNow GmbH & Co. KG, September 2013 - October 2015 (2 years 2 months): My role was to grow BMW's electric vehicle car sharing company, DriveNow, in San Francisco by increasing utilization by current members, enrolling new corporate customers, installing more charging infrastructure, unlocking more nodes and engaging with policy communities to develop a roadmap in which flexible car sharing can flourish.

Advanced Technology Engineer, Sustainable Mobility Topics at BMW Group, September 2010 - September 2013 (3 years 1 month) I developed critical technology, business and policy partnerships that enabled a successful rollout of the BMW Active E and ecosystem products in the California market and the DriveNow pilot in San Francisco. I lead a scouting effort for innovative high energy density battery materials startups and executed multiyear and multi-million dollar contracts with those companies. I coordinated all-electric MINI E and BMW Active E user studies with numerous academic partners and market research agencies. I evaluated vehicle fractional ownership models and dynamic ridesharing and mobile applications that will accelerate electric vehicle market growth. I piloted multiple energy storage demonstration projects, organized strategic business partnerships and drafted a business case for battery second use in the US through 2030.

Program Manager, Institute of Transportation Studies at University of California, January 2008 - September 2010 (2 years 9 months): I developed and implemented a plan for automotive, energy company and government sponsor stewardship and did business development, which allowed the program to remain in strong financial shape during the recession, grow in number of projects and staff, and transition to an even larger four-year research consortium, NextSTEPS. I wrote research reports and publications related to future fuels and vehicles, created a new website and developed a quarterly newsletter. I managed a fleet of plug-in hybrid electric vehicles, advised a fleet management software startup company and hired a team of researchers to carry out a multi-year government-sponsored project. I wrote and carried out an outreach and education plan for Toyota's Hydrogen Fuel Cell vehicle demonstration and managed the first station on CA Gov. Schwarzenegger's Hydrogen Highway.

Education.

MSE, Biological Systems Engineering & BSE, Aeronautical Science and Engineering, University of California, Davis

Thomas Cole

Head of Market Development at ReachNow

thomas.cole@bmwna.com

Experience.

Head of Market Development at ReachNow, April 2016 - Present (9 months): I am responsible to enable ReachNow business expansion into new North American markets and to expand our service offerings in all markets. I do this by; building public and private partnerships, developing regulatory and policy initiatives which benefit the market objective and our business interest.

Director of Finance at DriveNow USA, August 2012 - Present (4 years 5 months): My role was to grow BMW's electric vehicle car sharing company, DriveNow, in San Francisco by increasing utilization by current members, enrolling new corporate customers and implementing processes and controls which optimized business functions.

Business Process Manager at BMW of North America, LLC, March 2009 - August 2012 (3 years 6 months): I was responsible to improve business processes and corporate governance for BMW Finance. I did this by developing the business requirements of the Finance team and conveying those requirements to BMW IT for realization.

Education.

Bachelor of Business Administration (B.B.A.), Northwood University, Business Administration and Management

Dana Goldin

Head of Marketing at ReachNow

Dana.Goldin@bmwna.com

Experience.

Head of Marketing at ReachNow, BMW Car Sharing, August 2015 – Present (1 year 5 months)

Head of Marketing at BMW Car Sharing, LLC, August 2012 – August 2015 (3 years 1 month)

Aftersales Online Marketing Manager at BMW of North America, LLC, January 2006 – August 2012 (6 years 8 months)

Publicity/Events at Konemann, 1998 – 2003 (5 years)

Account Management at brilliant image, 1996 – 2000 (4 years)

Education.

B.A. State University of New York College at Oneonta

Proposed Rate Schedule/Revenue.

Registration – one time, lifetime	\$39.00	Waived for a limited time only
MINI driving minutes	\$0.49	Reduced to \$0.41 for a limited time only
BMW i3 and 3 series driving minutes	\$0.49	Reduced to \$0.41 for a limited time only
Park and Hold	\$0.30	Applies to all vehicles
3 hour rate cap	\$50.00	Automatic cap. Mileage cap is 400/day, \$0.45/mi afterwards
12 hour rate cap	\$80.00	Automatic cap. Mileage cap is 400/day, \$0.45/mi afterwards
24 hour rate cap	\$110.00	Automatic cap. Mileage cap is 400/day, \$0.45/mi afterwards
3 day rate cap	\$250.00	Automatic cap. Mileage cap is 400/day, \$0.45/mi afterwards
4 day rate cap	\$300.00	Automatic cap. Mileage cap is 400/day, \$0.45/mi afterwards
5 day rate cap	\$350.00	Automatic cap. Mileage cap is 400/day, \$0.45/mi afterwards
Shared asset fee	\$1.00	Offsets ReachNow's expenses related to protecting, maintaining, cleaning, repairing and keeping up the shared-assets

ReachNow charges a pick-up and drop-off fee of \$5.00 at Sea-Tac International Airport.

Other fees, including for lost items, replacement NFC card, excessive cleaning (pets or smoking) can be found at reachnow.com

Exceptions to the Proposal.

This proposal, presented by ReachNow, LLC, does not contain exceptions.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ReachNow, LLC
Seattle, WA United States

Certificate Number:
2017-207838

Date Filed:
05/15/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NR170000014
Car sharing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Thomas H. Cole

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Thomas H. Cole, this the 31 day of May, 2017, to certify which, witness my hand and seal of office.

Kelli A. Murphy
Signature of officer administering oath

Kellia Murphy
Printed name of officer administering oath

Accounting Supervisor
Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Kim Scannell/42261	PM Name/Phone	Ramona Aguilar/47050
Sponsor/User Dept.	Transportation Department 2400	Sponsor Name/Phone	N/A
Solicitation No	RFP KDS0102	Project Name	Car-share program
Contract Amount	Revenue	Ad Date (if applicable)	10/24/2016
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Membership-based car-sharing service as part of a larger effort by the City to create a sustainable transportation network and reduce vehicle miles traveled, improve air quality, and mitigate congestion.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Solicitation number JSD0112 was issued for Master Agreements MA 7400 NR120000005 and MA 2400 NR120000001. No MWBE goals were established. Sub-contractors were utilized by Car2Go (NR120000001) for car cleaning services.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
96289 - Vehicle Transporting Services, 92893 Washing, Waxing, Polishing, Steam Cleaning, Disinfecting			
Kim Scannell		10/17/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	10/11/2016	Date Assigned to BDC	10/11/2016
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input checked="" type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

5 MBE

Subcontracting Opportunities Identified

92893 Washing, Waxing, Polishing, Steam Cleaning of Vehicles

Cassidy Villegan

SMBR Staff

Signature/ Date

10/18/16

SMBR Director or Designee

Date

10/19/16

Returned to/ Date: