



Amendment No. 11
to
Contract No. NR120000001 - REVENUE
for
Car-share Austin Program
between
car2go N.A., LLC
and the
City of Austin

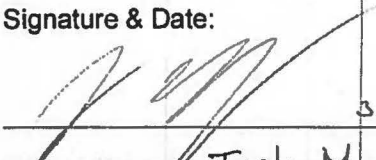
- 1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 30 days.
- 2.0 Effective 03/30/2017, the term for the holdover will be 03/31/2017 to 04/30/2017.
- 3.0 The total Contract payment schedule is unchanged for the hold over period. The total Contract authorization is recapped below:

Basic Term: 08/01/10 – 07/31/13	
Amendment No. 1: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin June 1, 2012.	
Amendment No. 2: Delete the table in Item 1.1 of Amendment No. 1 in its entirety and replace with the following (see amendment 2).	
Amendment No. 3: Delete the table in Item 1.1 of Amendment No. 2 in its entirety and replace with the following (see amendment 3).	
Amendment No. 4: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin February 1, 2013.	
Amendment No. 4: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin April 1, 2013.	
Amendment No. 6: Delete in its entirety Section 3.1 Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin June 1, 2013. Add the following provision as Section 6.25	
Amendment No. 7: Modify Section 3.4 to the Contract:	
Amendment No. 8: Delete in its entirety Section 3.1	
Amendment No. 9: Option 1 12/01/14 – 11/30/16	
Amendment No. 10: Hold over option – 120 days	
Amendment No. 11: 30-day holdover	

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 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.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:


3-30-17
Printed Name Josh Moskowitz
Authorized Representative

car2go, N.A., LLC
1717 W. 6th Street, Suite 425
Austin, Texas 78703

Signature & Date:

 3/30/17
Claudia Rodriguez, Procurement Specialist III
City of Austin Purchasing Office



Amendment No. 10
to
Contract No. NR120000001 - REVENUE
for
Car-share Austin Program
between
car2go N.A., LLC
and the
City of Austin

- 1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

"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)."

- 2.0 Effective 12/01/2016, the term for the hold over will be 12/01/2016 to 03/30/2017.
- 3.0 The total Contract payment schedule is unchanged for the hold over period. The total Contract authorization is recapped below:



Basic Term: 08/01/10 – 07/31/13
Amendment No. 1: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin June 1, 2012.
Amendment No. 2: Delete the table in Item 1.1 of Amendment No. 1 in its entirety and replace with the following (see amendment 2).
Amendment No. 3: Delete the table in Item 1.1 of Amendment No. 2 in its entirety and replace with the following (see amendment 3).
Amendment No. 4: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin February 1, 2013.
Amendment No. 4: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin April 1, 2013.

Amendment No. 6: Delete in its entirety Section 3.1 Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin June 1, 2013. Add the following provision as Section 6.25
Amendment No. 7: Modify Section 3.4 to the Contract:
Amendment No. 8: Delete in its entirety Section 3.1
Amendment No. 9: Option 1 12/01/14 – 11/30/16
Amendment No. 10: Hold over option – 120 days

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 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.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

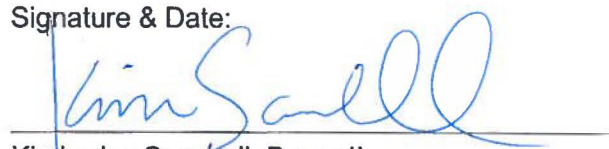
BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

 10/24/16

 Printed Name: Michael Michael
 Authorized Representative

car2go, N.A., LLC
 1717 W. 6th Street, Suite 425
 Austin, Texas 78703

Signature & Date:


 Kimberley Scanhell, Buyer II
 City of Austin Purchasing Office



Amendment No. 9
of
Contract No. NR120000001 - REVENUE
for
Car-Share Austin Program
between
Car2go N.A., LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 1, 2014, the term for the extension option will be December 1, 2014 to November 30, 2016 and there are no remaining options.
- 2.0 The total Contract authorization is recapped below:

Basic Term: 08/01/10 – 07/31/13
Amendment No. 1: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin June 1, 2012
Amendment No. 2: Delete the table in Item 1.1 of Amendment No.1 in its entirety and replace with the following (see amendment 2)
Amendment No. 3: Delete the table in Item 1.1 of Amendment No. 2 in its entirety and replace with the following (see amendment 3)
Amendment No. 4: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin February 1, 2013
Amendment No. 5: Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin April 1, 2013
Amendment No. 6: Delete in its entirety Section 3.1 Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin June 1, 2013. Add the following provision as Section 6.25
Amendment No. 7: Modify Section 3.4 to the Contract:
Amendment No. 8: Delete in its entirety Section 3.1
Amendment No. 9: Option 1 12/01/14 – 11/30/16

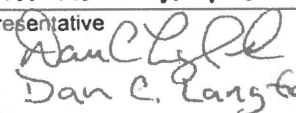
- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA)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

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

Signature & Date:

 11/25/14

Printed Name: Michael Markes
Authorized Representative

 11/27/14
Dan C. Langford

SmartCard, Inc
4455 White Bear Parkway
St. Paul, MN 55110-7641

car2go N.A. LLC
1717 W 6th Street
Ste. 425
Austin, TX 78703

Signature & Date:



Debbie Depaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



City of Austin

Financial and Administrative Services Department

Purchasing Office

P. O. Box 1088, Austin, TX 78767

(512) 974-2500

12/1/2011

William Knapp

Car2go N.A., LLC

1717 W. 6th Street, STE 425

Austin, TX 78703

Re: Solicitation No. JSD0112

Dear Mr. Knapp,

The Purchasing Office has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Transportation
Department Contact Person:	Steven Grassfield
Department Contact Email Address:	Steve.grassfield@austintexas.gov
Department Contact Telephone:	(512) 974-1489
Project Name:	Car-Share Austin
Contractor Name:	Car2go N.A., LLC
Contract Number:	MA 2400 NR120000001
Contract Period:	12/1/2011 – 11/30/2014
Dollar Amount	Revenue
Extension Options:	1 – 24 month
Requisition Number:	RQM-2400-11072700496
Solicitation Number:	JSD0112
Agenda Item Number:	42
Council Approval Date:	11/10/11

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2651

Sincerely,

Jeff Dilbert, MSIM, CPSM, CPSD, C.P.M., A.P.P.

Buyer II

Purchasing Office

Finance and Administrative Services Department

Enclosure

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
car2go
For
Car-Share Austin Program**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and car2go N.A., LLC ("Contractor"), having offices at 1717 W. 6th Street, Suite 425, Austin, TX 78703.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be William J. Knapp, Chief Operating Officer, Phone: 512-428-6233. The City's Contract Manager for the engagement shall be Stephen Grassfield, Manager, Parking Enterprise, Austin Transportation Department (CITY), (512) 974-1489. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described here, the Contractor shall perform each of the following tasks:

2.2.1 Contractor 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 vehicle miles traveled, improve air quality, and mitigate congestion.

2.2.2 To encourage the use of car sharing and provide readily available locations for members, especially in the downtown area the Contractor will purchase from the

City the use of dedicated parking spaces designated for the exclusive use of the Contractor vehicles.

2.2.3 Vehicles –Car-Share Austin vehicles shall be consistent with the following:

2.2.3.1 Contractor shall affix to each Contractor car-share vehicle the Contractor's logo to identify the vehicle as authorized to park in designated car-share parking.

2.2.3.2 Contractor shall ensure that the fleet average of vehicles permitted in public on-street parking spaces comply with ultra low emission standards as determined by the EPA.

2.2.3.3 Contractor shall notify the City of any changes in Contractor's number of fleet vehicles within 30 days of change. Any fleet increase is subject to a monthly revenue increase based upon Section 3.1 Contract amount.

2.2.3.4 Contractor intends to add electric vehicles to its fleet

2.2.4 Technology – Each Contractor shall provide an automated online reservation and membership account system consistent with the following:

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

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

2.2.4.3 A customer service telephone accessible service, available 24 hours / 7 days a week, shall be provided by each Contractor.

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

2.2.5 Vehicle Maintenance and Requirements – Car-Share Austin vehicles must be well-maintained and kept clean. The Contractor shall be responsible for the following:

2.2.5.1 Vehicle maintenance and cleaning.

2.2.5.2 A negotiated minimum vehicle availability

2.2.5.3 Licensing and inspection.

2.2.5.4 Vehicle insurance that meets the minimum requirements for the State of Texas

2.2.5.5 Providing 24 hour per day Roadside Emergency Service / Assistance

2.2.5.6 Availability to individuals to the minimum age of twenty-one years of age or eighteen years of age for full-time university and college students.

2.2.6 Reporting – the Contractor will provide City with the following data to help evaluate the program. This raw data will be held confidentially between City and each Contractor. However, summary, order-of-magnitude, and trend data can be made public:

2.2.6.1 Contractor shall provide the following information on a quarterly basis following program initiation:

2.2.6.1.1 Contractor 's membership numbers & monthly rate of growth.

2.2.6.1.2 Spatial distribution of Contractor 's memberships.

2.2.6.1.3 Revenue Hours per vehicle per month for each Contractor vehicle by location (designated on-street and designated off-street).

2.2.6.2 At approximately the mid-point of the initial contract term (see 4.2 Term, below) Contractor shall conduct a membership survey asking (at a minimum):

2.2.6.2.1 How many cars owned prior to membership in Contractor?

2.2.6.2.2 How many cars owned now?

2.2.6.2.3 Was the purchase of a vehicle planned prior to membership and then abandoned due to membership?

2.2.6.2.4 Has the number of auto trips increased, declined or remained the same after membership?

2.2.6.2.5 Has the number of walking, biking and transit trips increased, declined, or remained the same after membership?

2.2.6.2.6 Other questions required by City and the Capital Metropolitan Transportation Authority.

2.3 Service Area -- The Car-Share Austin service area shall be defined by the City of Austin full purpose jurisdiction, as shown in Exhibit A.

The following districts within the City of Austin full purpose jurisdiction are excluded from the Car-Share Austin service area because the City of Austin does not have jurisdiction over the streets within these areas:

2.3.1 The University of Texas at Austin campus

2.3.2 The State Capitol Complex

2.3.3 Contractor vehicles may be used within these excluded areas.

2.4 Parking

2.4.1 City will provide signs and markings for designated parking within the public street right-of-way and City facilities at the Contractor's expense based upon a mutually agreed upon rate.

2.4.2 Signs and markings for off-street parking at private facilities may be obtained by the Contractor from City at mutually agreed upon rate or as mutually agreed upon by both parties and paid separately to the City.

2.4.3 City's provision of signs and markings, as noted above, will be installed within a mutually agreed upon time frame.

2.4.4 City shall enforce parking rules for designated on-street parking, consistent with enforcement of other City parking ordinances.

2.4.5 Enforcement of parking rules at designated off-street City facilities will be the responsibility of the facility itself. Enforcement of parking rules at designated off-street private and Capital Metro facilities will be the responsibility of the private facility.

2.4.6 Contractor shall place cars in designated spaces within two low-income neighborhoods, as mutually identified and agreed to in writing by the Contractor and the City.

2.4.7 **Unavailability of Dedicated Parking Spaces** --In the event Dedicated Parking Spaces in Section 3.1 are unavailable for car2go's use, the City shall provide written notice to car2go at least three (3) days prior for planned unavailability and at least eight (8) business hours for unplanned unavailability.

2.4.7.1 **Temporary Unavailability of Dedicated Parking Spaces** -- The City is not required to provide a replacement Parking Space for unavailability of

a Dedicated Parking Space that is expected to last less than seventy-two (72) hours. If the unavailability of the Dedicated Parking Space is expected to last longer than seventy-two (72) hours, car2go 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.

- 2.4.7.2 **Permanent Unavailability of Dedicated Parking Spaces** – If the Dedicated Parking Space is permanently unavailable, cargo shall have the right to participate in discussions with the City to find a suitable replacement in close proximity to the original parking space. car2go 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.

- 2.5 **Meetings** --Contractor must participate in meetings, general discussion, and consultation with City relative to this project throughout the period of engagement at no additional cost to City.

2.5.1 Within the initial six months of the Contractor participation in Car-Share Austin, City and Contractor shall hold monthly meetings.

2.5.2 Following the initial six month period, City and the Contractor shall hold quarterly meetings.

- 2.6 **New Products and Services** – car2go may propose to designate the City as a test user for future products and services for the City's consideration. The City will not incur any costs associated with products and services offered under Section 2.6 and such products and services are offered in exchange for the City's feedback on these products and services.

Contractor acknowledges that any information resulting from the City's participation in the testing will be provided to the City, and will be made available by the City to any requester as an Open Record pursuant to the Texas Open Records Act.

Contractor acknowledges that any procurement action resulting from the City's participation in the testing will be performed competitively.

Contractor acknowledges that the City's participation will not be used in marketing or advertising materials without the City's written permission, and that no representation of suitability for any purpose attaches to the City's participation.

- 2.7 **City Department's Use for Business Purposes** – For City departments that elect to continue use of the car2go service after the expiration of the original car-share pilot on November 30, 2011, each City department has the option to confirm with car2go their intention to continue to hold a business account with car2go. car2go shall bill in arrears for any rentals where the City department's business account was selected by the renter for billing purposes. Each City department will have sole responsibility for designating and administering which employees have access to drive using the City department's business account. Each department accepts financial responsibility for all rentals by

employees authorized by the department to drive on the department's account. Each department shall have thirty (30) days to provide payment for this usage. The rates for the City under Section 2.7 are provided in Exhibit D.

SECTION 3. COMPENSATION:

3.1 **Contract Amount** This is a revenue contract. The Contractor shall submit monthly payments to the City of Austin based upon the following schedule. 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:

Parking type	Proposed Monthly Rate	Number of spaces	Monthly Revenue
Downtown Metered Dedicated	\$ 325	12	\$ 3,900
Outside Downtown Metered Dedicated	\$ 260	13	\$ 3,380
Not metered on Street Dedicated	\$ 75	7	\$ 525
COA Off-street Dedicated	\$ 125	10	\$ 1,250
Non-dedicated (metered and non-metered on street parking access)	\$ 50	302	\$ 15,100
Estimated Total per Month			\$ 24,155

3.2 **Payment Submittal** Contractor shall submit monthly revenue payments in advance under the terms of this agreement as indicated in Section 3.1 above to the following location:

	City of Austin
Department	Austin Transportation Department
Attn:	Stephen Grassfield
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.3 Prices are subject to automatic increase based upon the percentage increase of any metered parking space rate increase and/or increase in number of paid hours per metered parking space. Price increases will take effect 30 days after metered parking space rate increase and/or increase in number of paid hours per metered parking space.

SECTION 4. TERM AND TERMINATION

4.1 Term of Contract. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 1 additional 24 month period, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 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.

4.3 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 the "Right to Assurance paragraph herein, (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 Contractor to the City.

4.4 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.

4.5 Termination Without Cause: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon one hundred eighty (180) 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.

4.6 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.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirement applies.

5.1.1 **General Requirements**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 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 fourteen (14) calendar days after written request from the City.

5.1.1.3 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.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by 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.

5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

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

5.1.1.8 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.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, 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.

5.1.1.10 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.

5.1.1.11 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.

5.1.1.12 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.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to 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.

5.1.2 **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.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Independent Contractor's Coverage.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **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. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

5.1.2.3 **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. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

5.1.2.5 **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.

5.1.2.6 **Certificate:** The following statement must be shown on the Certificate of Insurance.

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

5.2 **Equal Opportunity**

5.2.2 **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 Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification and has submitted a copy of the Contractor's employment non-discrimination policy. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. 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.

5.2.3 Americans With Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 Rights to 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.

5.4 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.

SECTION 6. MISCELLANEOUS

6.1 Significant Event: The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

6.1.1 disposal of major assets;

6.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

6.1.3 any significant termination or addition of provider contracts;

6.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

6.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

6.1.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

6.1.7 known or anticipated sale, merger, or acquisition;

6.1.8 known, planned or anticipated stock sales;

6.1.9 any litigation filed by a member against the Contractor; or

6.1.10 significant change in market share or product focus.

6.2 Right To Audit

6.2.1 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.

6.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6.3 Cease and Desist Notice: The City may issue an immediate Cease and Desist 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 activity 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 Cease and Desist Notice.

6.4 Indemnity:

6.4.1 Definitions:

6.4.1.1 "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:

6.4.1.1.1 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;

6.4.1.1.2 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),

6.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

6.4.2 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.

6.5 Claims: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the

Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.6 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 City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Sam Dominguez, Contract
Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Car2go

ATTN: William Knapp, Contract Manager

1717 W. 6th Street, Suite 425

Austin, TX 78703

6.7 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 Contract, 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 Dispute Resolution

6.17.1 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.

6.17.2 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.

6.18 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:

6.18.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

6.18.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

6.18.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) 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 Contractor 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.

6.19 Holidays: The following holidays are observed by the City:

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

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

6.20 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.

6.21 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.

6.22 Incorporation of Documents: Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm> .

6.23 Order of Precedence: The Contract includes, without limitation, the Solicitation and other Addenda, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

6.23.1 this Contract;

6.23.2 Solicitation no. JSD0112;

6.23.3 the Contractor's offer dated September 19, 2011;

6.24 Interlocal Purchasing Agreements

6.24.1 The City has entered into Interlocal Purchasing Agreements with other governmental agencies 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 agencies that have an interlocal agreement with the City.

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

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

CONTRACTOR'S NAME
By: [Signature]
Signature

Name: Michael C. Cole
Printed Name

Title: C.E.O.

Date: 11/29/2011

CITY OF AUSTIN
By: [Signature]
Signature

Name: Stephen T. Aden
Printed Name

Title: Purchasing Manager

Date: 12/1/11

CONTRACTOR'S NAME
By: [Signature]
Signature

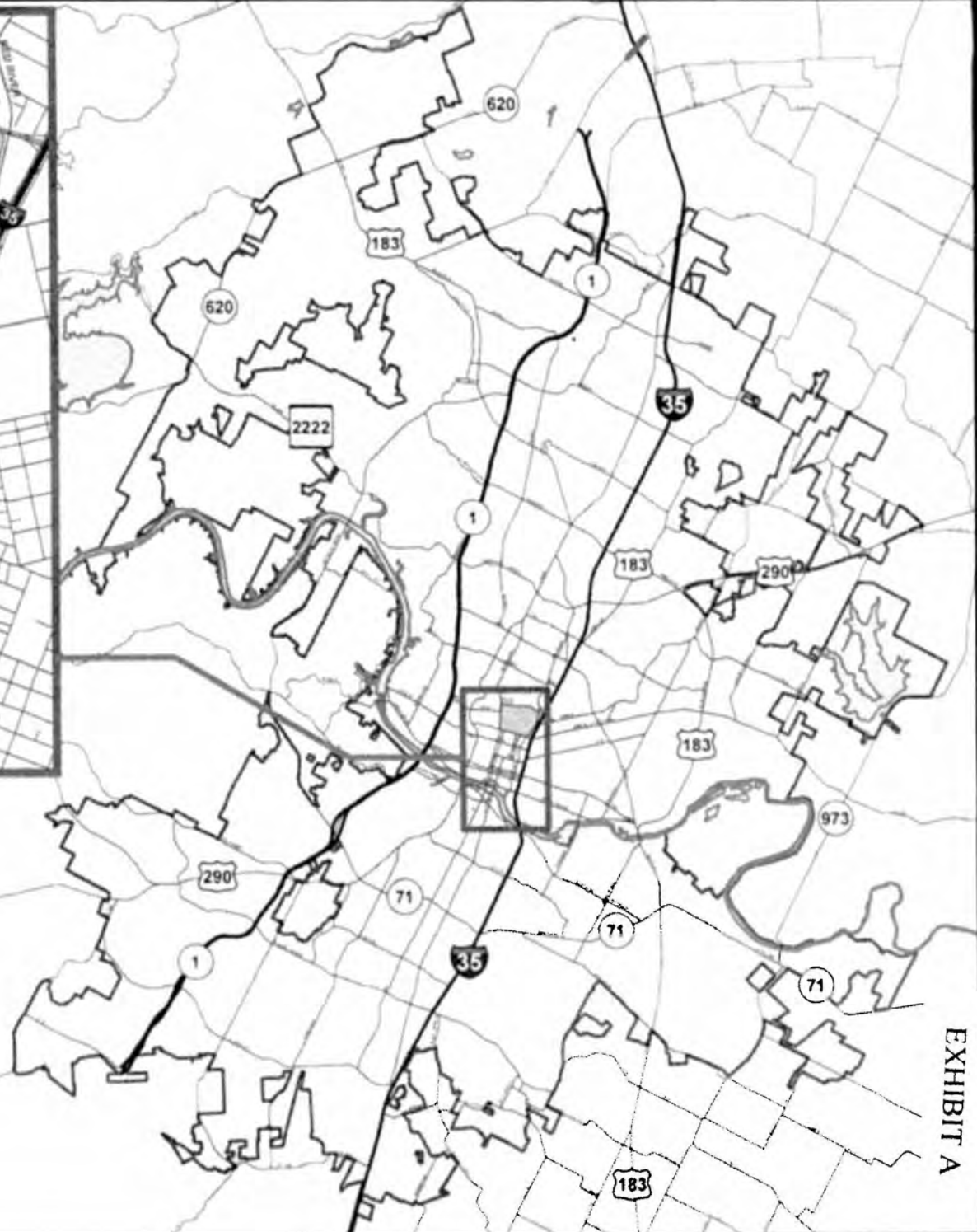
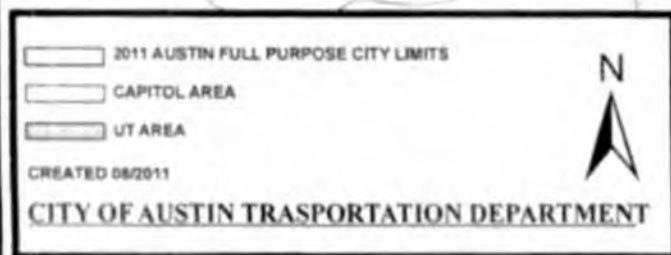
Name: William Knepp
Printed Name

Title: C.O.O.

Date: 11-29-2011

List of Exhibits

Exhibit A	Service Area
Exhibit B	Non-Discrimination Certification
Exhibit C	Dedicated Parking Spaces
Exhibit D	Rates and Discounts for City of Austin Business Use



**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. JSD0112**

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

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 19th day of September, 2011


CONTRACTOR	<u>car2go N.A., LLC</u>
Authorized Signature	<u></u>
Title	<u>Chief Operating Officer</u>

Exhibit C
Dedicated Parking Spaces

<u>Location</u>	<u>Metered Zone</u>	<u>Spaces*</u>	<u>Meter Numbers</u>
800 W 5th Street	Downtown	2	801 & 803
500 West Street	Downtown	2	500 & 502
12th and Rio Grande	Outside Downtown	2	611 & 613
9th and Guadalupe	Downtown	3	801, 803 & 805
2300 San Antonio	Outside Downtown	2	2305 & 2307
9th and Colorado	Downtown	1	800
2nd and Colorado	Downtown	1	Pay Station Area
Red River, North of Clyde Littlefield	Outside Downtown	2	Pay Station Area
23rd and Rio Grand	Outside Downtown	2	Pay Station Area
Dean Keaton and Whitis	Outside Downtown	1	Pay Station Area
27th and Guadalupe	Outside Downtown	2	Pay Station Area
4th and Trinity	Downtown	2	Pay Station Area
Trinity and 4 th	Downtown	1	Pay Station Area
11th and Red River	Outside Downtown	1	Pay Station Area
University Ave, North of MLK	Outside Downtown	1	Pay Station Area
Gibson and South Congress	Not Metered	1	Not-Metered Parallel Space
Treadwell and South Lamar	Not Metered	1	Not-Metered Parallel Space
East 11th and Waller	Not Metered	1	Not-Metered Parallel Space
East 6th and Medina	Not Metered	1	Not-Metered Parallel Space
41st Street, near Hancock Center	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Hula Hut	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Jogging Trail	Not Metered	1	Not-Metered Parallel Space
Ralph Albenado	COA Off-street	2	COA Off-street
City Hall Garage	COA Off-street	4	COA Off-street
One Texas Center	COA Off-street	4	COA Off-street
TOTAL SPACES		42	
*Requested Dedicated Spaces (Marked Back in Angle Spaces or Parallel space 8'6" wide by 22' long)			

Exhibit D
Rates and Fees for City of Austin Business Use

City of Austin rentals billed the individual department accounts will be subject to the published rental rates and fees on the car2go Austin web-site and can be found by visiting www.car2go.com.

City departments will be eligible to a discount according to the following schedule based on the aggregate monthly rentals by all City Departments.

Registration Fee	No Charge
<u>Aggregate Rental Charges</u>	<u>Discount Percentage</u>
\$0 - \$5,000	0%
\$5,001 - \$10,000	5%
\$10,001 - \$20,000	10%
\$20,001 - \$40,000	15%
\$40,001 or greater	20%

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: JSD0112

COMMODITY/SERVICE DESCRIPTION: Car-Share Austin Program

DATE ISSUED: 8/29/2011

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9/7/2011 at 1:00pm

REQUISITION NO.: RQM 2400 11072700496

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 215.1 (TARA Conference Room),
AUSTIN, TEXAS 78701

COMMODITY CODE: 96289

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

PROPOSAL DUE PRIOR TO: 9/19/2011 at 2:00PM

Jeff Dilbert

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: 9/19/2011 at 2:00PM

Buyer II

Phone: (512) 974-2651

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND SIX (6) SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code _____

Email Address _____

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All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page Offer Sheet
- Section 0600 Proposal
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable
- Proposal Guaranty (if required)

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

NOTES:

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. 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.

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

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

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK – CAR-SHARE AUSTIN PROGRAM
SOLICITATION NUMBER: JSD0112**

1. PURPOSE

The City of Austin Transportation Department (ATD) seeks proposals from qualified and experienced providers for the Car-Share Austin program. The specifications detailed herein are intended to obtain proposals to develop, implement, and manage a car-share program within Austin.

ATD seeks one, or more, car-share provider(s) (CSP) to provide a 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.

To encourage the use of car sharing and provide readily available locations for members, especially in the downtown area the CSP will purchase the use of dedicated parking spaces designated for the exclusive use of the CSP vehicles. The number of spaces and the cost will be negotiated with the selected CSP(s). See 4.B.2 below.

The dedicated spaces can include on-street metered parking spaces, on-street unmetered parking, and off-street parking at City facilities. Designated off-street parking at private facilities may be obtained independently by the CSP.

As a guide to the value of on street metered spaces the estimated annual income per space is detailed in Section 4.B.3.

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 travel by, and even ownership of, single-occupancy vehicles, the City intends to become more sustainable, livable, and affordable. The focus of this shared transportation service will be on Central Austin; especially Downtown, and the neighborhoods surrounding the state Capitol Complex and the University of Texas. See Section 3, and 4 B 1, below for the service area and exclusions.

2. BACKGROUND

Austin is at the heart of the rapidly growing Central Texas Region. The City and State of Texas Demographers' project the region's population will grow by more than 1 million people in the next 25 years, while Austin's population will swell by 750,000. 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 vitality – social, environmental, and economic – depend on mobility. Central Austin needs improved mobility – person-moving capacity – in the form of new and expanded modal options to meet the demands of continued economic and population growth.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK – CAR-SHARE AUSTIN PROGRAM
SOLICITATION NUMBER: JSD0112**

Car-share programs of various configurations have been implemented throughout Europe and North America over the past twenty-five 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 had pioneered the car-share model in Texas. In November of 2009 the ATD 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 fleet-reduction measure) and personal use and was expanded to include State of Texas employees, as well as some local non-profit organizations. In May of 2010, the car2go program was opened up to the general public and now boasts over 15,000 members. When the initial pilot program contract was set to expire in November 2010, the ATD extended the temporary arrangement for up to an additional year, pending the implementation of a permanent program. Additionally, the University of Texas at Austin has recently executed an agreement with Zipcar to provide eight low-emission/fuel-efficient cars potentially through 2014 for University students, staff, and faculty for business and personal usage.

Building on the success of the pilot car-share program through car2go, the City would now like to implement a permanent Car-Share Austin program with more vehicle options and increased availability. It is the City's objective to provide this valuable service to its citizenry and reap the overall mobility, sustainability, and livability benefits.

3. EXHIBITS

The following documents are provided as an aid in responding to this solicitation:

- Attachment A: Map of Service Area – City of Austin's full-purpose jurisdiction and excluded districts (UT Austin campus and Capitol Complex)

4. SCOPE OF WORK

Program Definition

ATD defines car-share 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 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.

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 more economical than if each member owned their own vehicle. While car-share can potentially serve as a replacement to personal vehicle ownership, it can also supplement personal and business vehicle ownership by minimizing vehicle mileage of personal, or business, owned vehicles.

**CITY OF AUSTIN
PURCHASING OFFICE
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SOLICITATION NUMBER: JSD0112**

Another significant benefit afforded by car-share is that it can make alternative modes to single-occupancy vehicles for commuting to Central Austin, especially Downtown, more viable because of the availability of relatively low cost car-share vehicles that can be used during the workday. Hence, transit, bicycle, car- and vanpool commuters can achieve the benefits of using those alternative modes, without having to sacrifice many of the conveniences and advantages of single-occupancy vehicles that can be used during the workday.

A. 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 entertain proposals deploying either or both models. The following paragraphs describe the aforementioned models:

1. Point-to-Point – The point-to-point, or distributed model, is that which is currently utilized by the City's car2go pilot program. Although there are designated on-street, with some designated off-street, parking spaces, cars may be picked-up and dropped off anywhere within the operating area (or geo-fence). This model has the key benefit of convenience in that 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 therefore responsible for maintaining an adequate distribution of vehicles throughout the operating area and must collect and redistribute their vehicles periodically.
2. Nodal – The nodal, or 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 that the member incur time charges even during stopovers and does not allow point-to-point usage.

B. Car-Share Austin's Program Requirements

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

1. Service Area – The Car-Share Austin service area shall be defined by the City of Austin full purpose jurisdiction, as shown in Attachment A.

**CITY OF AUSTIN
PURCHASING OFFICE
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SOLICITATION NUMBER: JSD0112**

- The following districts within the City of Austin full purpose jurisdiction are excluded from the Car-Share Austin service area because the City of Austin does not have jurisdiction over the streets within these areas:
 - The University of Texas at Austin campus
 - The State Capitol Complex

NOTE – CSP vehicles may be used within these excluded areas

2. Parking – ATD will provide a negotiated number and cost rate for on-street metered parking spaces ("designated parking") at the commencement of the program, additional spaces may be subsequently requested and considered at a negotiated number and rate.
 - Designated on-street unmetered parking will be considered at a negotiated rate.
 - Designated off-street parking at City facilities will be considered at a negotiated rate.
 - Designated off-street parking at private facilities may be obtained independently by the CSP.
 - 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.
 - Parking in permit-only spaces is prohibited without the use of required hang-tags.
 - Fees and fines for car-share parking in non-designated spaces shall be the responsibility of the CSP
 - CSP's shall place cars in designated spaces within two low-income neighborhoods, as identified during the negotiations.
 - ATD 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.
 - Signs and markings for off-street parking at private facilities may be obtained by the CSP from ATD at a negotiated rate.
 - ATD's provision of signs and markings, as noted above, will be installed in a timely manner according the parking negotiations.
 - ATD shall 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 the responsibility of the facility itself. Enforcement of parking rules at designated off-street private and Capital Metro facilities will be the responsibility of the private facility.
3. As a guide to Respondents, the anticipated City of Austin revenue from the existing metered on-street parking spaces is shown below:

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

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Total hours / week = 75 X 52 weeks X \$1.00 /hour = \$3,900 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

NOTE : The Austin City Council is currently reviewing the hours for metered parking, so the duration of the hours and days of operation maybe subject to variation depending on future Council action.

4. Use of CSP vehicles by the City of Austin – The City of Austin finds a benefit in the use of car share vehicles by City employees for business (i.e., as a potential fleet-reduction measure). The ATD will negotiate a rate for the use of CSP vehicles by city employees on official City of Austin business on behalf of all City of Austin Departments.
5. Technology – Each CSP shall provide an automated online reservation and membership account system consistent with the following:
 - Real-time GIS information shall be presented for available vehicles and designated parking.
 - A mobile application shall be available for download that allows members to locate and reserve vehicles.
 - A customer service telephone accessible service, available 24 hours / 7 days a week, shall be provided by each CSP.
 - The City will establish a common Car-Share Austin web portal, or dashboard, on its web site for which CSP(s) would be required to provide link(s) to their site(s).
6. Vehicles – Car-Share Austin vehicles shall be consistent with the following:
 - CSP shall affix to each CSP car-share vehicle the CSP's logo to identify the vehicle as authorized to park in designated car-share parking.
 - CSP shall ensure that the fleet average of vehicles permitted in public on-street parking spaces comply with ultra low emission standards as determined by the EPA.
7. Vehicle Maintenance and Requirements – Car-Share Austin vehicles must be well-maintained and kept clean. The CSP shall be responsible for the following:
 - Vehicle maintenance and cleaning.
 - A negotiated minimum vehicle availability
 - Licensing and inspection.
 - Vehicle insurance that meets the minimum requirements for the State of Texas
 - Providing 24 hour per day Roadside Emergency Service / Assistance
 - Availability to individuals to the minimum age of 18.
8. Reporting – the CSP will provide ATD with the following data to help evaluate the program. This raw data will be held confidentially between ATD and each CSP. However, summary, order-of-magnitude, and trend data can be made public.

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CSP shall provide the following information on a quarterly basis following program initiation:

- CSP's membership numbers & monthly rate of growth.
- Spatial distribution of CSP's memberships.
- Revenue Hours per vehicle per month for each CSP vehicle by location (designated on-street and designated off-street).

At approximately the mid-point of the initial contract term (see 9. Term, below) CSP shall conduct a membership survey asking (at a minimum):

- How many cars owned prior to membership in CSP?
- How many cars owned now?
- Was the purchase of a vehicle planned prior to membership and then abandoned due to membership?
- Has the number of auto trips increased, declined or remained the same after membership?
- Has the number of walking, biking and transit trips increased, declined, or remained the same after membership?
- Other questions required by ATD and the Capital Metropolitan Transportation Authority.

9. Term – Contract term of the program shall be three years with one two-year optional renewal.

C. Meetings

CSP must participate in meetings, general discussion, and consultation with ATD relative to this project throughout the period of engagement at no additional cost to ATD.

- Within the initial six months of the CSP participation in Car-Share Austin, ATD and CSP shall hold monthly meetings.
- Following the initial six month period, ATD and the CSP shall hold quarterly meetings.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
CAR-SHARE AUSTIN PROGRAM
SOLICITATION NUMBER: JSD0112**

1. PROPOSAL FORMAT

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

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

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

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

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PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
CAR-SHARE AUSTIN PROGRAM
SOLICITATION NUMBER: JSD0112**

- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project will actively participate. Do not include experience prior to 2006. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names, qualifications and locations of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - iii. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).
- H. **Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**CITY OF AUSTIN
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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SOLICITATION NUMBER: JSD0112**

2. EXCEPTIONS:

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

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City.

The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

3. PROPOSAL PREPARATION COSTS:

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

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. The City reserves the right to conduct an immediate scoring of responses based on submittals to establish a "short list" of the top 5 proposals or up to fifty percent (50%) of responses, whichever is smaller, prior to conducting detailed assessment activities leading to recommendation for award.

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

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

**CITY OF AUSTIN
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CAR-SHARE AUSTIN PROGRAM
SOLICITATION NUMBER: JSD0112**

B. Evaluation Factors:

- i. Total maximum, 100 points.

System Concept (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation).	25 Points
Demonstrated Applicable Experience	20 Points
Evidence of Good Organization and Management Practices	15 Points
Personnel Qualifications	10 Points
Program	10 Points
Depth of the proposal (number of vehicles; car, truck, van; overall fuel efficiency)	10 Points
Quality / ease of use of reservation system and mobile application	5 Points
Financial viability / stability	5 Points

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

CITY OF AUSTIN, TEXAS

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

SOLICITATION NO: JSD0112

COMMODITY/SERVICE DESCRIPTION: Car-Share Austin Program

DATE ISSUED: 8/29/2011

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9/7/2011 at 1:00pm

REQUISITION NO.: RQM 2400 11072700496

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 215.1 (TARA Conference Room),
AUSTIN, TEXAS 78701

COMMODITY CODE: 96289

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: 9/19/2011 at 2:00PM

Jeff Dilbert

COMPLIANCE PLAN DUE PRIOR TO: N/A

Buyer II

Phone: (512) 974-2651

PROPOSAL CLOSING TIME AND DATE: 9/19/2011 at 2:00PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND SIX (6) SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address car2go N.A., LLC, 1717 W.6th Street, Suite 425 Austin TX 78703

Signature of Person Authorized to Sign Offer

William J. Knapp

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

FEDERAL TAX ID NO. [REDACTED]

Date: 9/19/2011

Company Name: car2go N.A., LLC

Address: 1717 W. 6th Street, Suite 425

City, State, Zip Code Austin, TX 78703

Phone No. (512) 428.6233

Fax No. (512) 992.2709

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: car2go N.A., LLC

Remit to Address: 1717 W. 6th Street, Suite 425

City, State, Zip Code Austin, TX 78703

Email Address william.knapp@daimler.com

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Executive Summary

car2go N.A. LLC appreciates the opportunity to respond to the City of Austin Solicitation Number JSD0112 Car-Share Austin Program. It is the intention of car2go N.A. LLC to continue working closely with the City of Austin to build on the success of the original car2go North America Pilot Program, launching nearly two years ago with City of Austin employees, and subsequently expanding into an overwhelmingly successful program with Austin-area residents and businesses.

Headquartered in Austin, Texas car2go N.A. LLC is responsible for all car2go operations in North America – including car2go Austin, car2go Vancouver and beginning in the fourth quarter of 2011, car2go San Diego. With the success of car2go in Austin and in the other cities throughout North America, car2go plans to grow exponentially through 2016.

With more than 15,000 registered car2go members in the City of Austin, we look forward to working together to continue meeting the mobility demands of both residents and businesses in the City of Austin, as well as helping the City of Austin meet its goals for clean air attainment. Our innovative, progressive and environmentally-sustainable solution will help the City of Austin meet the challenges associated with urban growth and mobility – focusing specifically on reducing congestion and decreasing the associated emissions.

Redefining Urban Mobility

At its core, car2go is an innovative mobility program that is redefining individual transportation by making public transportation personally practical and appealing. car2go is the only carsharing model that provides a self-service, on-demand transportation option that complements existing public transportation by bridging the gaps that are commonly associated with the first and last mile of a public transit commute.

The car2go business model is a practical and affordable alternative to traditional vehicle ownership. With car2go membership, there are no upfront vehicle purchase costs, no additional insurance premiums, no parking fees, no vehicle depreciation or maintenance expenses, and no expenditures for fuel or cleaning. car2go utilizes an extensive fleet of low-emission, high mileage vehicles. Fleet fuel consumption levels, of 33 miles per gallon in the city and 41 miles per gallon on the highway, making the car2go edition smart fortwos among the most fuel efficient non-hybrid vehicles in North America, and the vehicles meet the EPA business guidelines as an ultra-low emissions vehicle.

car2go, when used along with existing public transportation, serves as a direct catalyst for reducing overall vehicle emissions and lessening the strain of congestion in high-density urban areas and growing city centers like Austin.

World-Renowned Recognition

Since car2go was introduced with the initial pilot, in conjunction with the City of Austin in 2009, and with the subsequent opening to the general public in Austin in 2010, the car2go mobility model has been recognized by media and influential organizations across North America. Major news networks like CNN Money, Fox Business News and CNBC Power Lunch have covered stories about car2go. Fast Company cited car2go as one of the best ideas in building the perfect city, and named Austin one of the Fast Company Fast Cities for 2010. In 2010 recognition was also received from the U.S. Environmental Protection Agency, with the Clean Air Excellence Award for Transportation in the category of Transportation Efficiency Innovation, which was awarded jointly to the City of Austin and car2go N.A. LLC. Most recently in 2011, the Austin Business Journal presented car2go with the Going

Green Award in the category of Green Innovation, and the City of Austin honored car2go N.A. LLC with the Environmental Awareness Award. Additionally, and since launching in Austin, car2go Austin has been mentioned in countless articles all over the world. These are all recognitions that we can collectively be very proud of.

How It Works

The car2go transportation model is based on a free-floating network of vehicles conveniently located throughout the service area that can be rented or reserved spontaneously. The driver simply swipes his/her membership card against the windshield reader to unlock the doors, enters his/her PIN into the touch screen, assesses the condition of the vehicle, takes the key from the holder, and drives away – with no commitment to return the vehicle to the same location or a specific location, or within a pre-determined amount of time. The member has the flexibility to use the vehicle for as long as he/she needs it, and then can simply park the vehicle in any car2go-designated parking spot or any non-restricted metered or non-metered parking space within the defined car2go operating area.

Whereas other car-sharing services require reservations and time commitments for utilization by billing in hourly or half-hourly increments, car2go members are billed by the minute, with discounted rates for hourly and daily use. car2go members pay for only the exact amount of time they need to use the vehicle – making car2go less costly and more convenient. Using car2go also promotes a sustainable environment by encouraging intentional use and eliminating unnecessary driving waste.

Members can reserve vehicles up to 24 hours in advance or rent them on the spot by using one of the car2go mobile phone applications, the car2go website, or by calling the 24/7 customer support line.

Access to the cars is achieved through a membership card with an RFID chip and a unique pin code that is entered into the in-dash touch screen. Members may drive the vehicle within 200 miles of the designated operating area and are required to end the rental within the operating area. Members end the rental by logging out of the vehicle through the in-dash touch screen and using the member card to lock the vehicle after exiting.

To maximize the flexibility of the service, members must have the capability to park the cars at their convenience throughout the operating area. This enables customers to utilize the service as they would their personal vehicle – thus, increasing the desirability of adopting carsharing for their transportation needs. To provide this convenience and flexibility and gain widely-accepted use from members, car2go requires a variety of parking access – ideally, a combination of dedicated on-street parking locations, unlimited access to legal, unrestricted on-street metered and non metered parking locations, and a limited number of dedicated off-street parking locations at third-party parking providers and business partners.

The State Of car2go Austin

2011 is highlighted by additional investment in car2go's Austin operations, with a complete refresh of the fleet with 300 new car2go edition smart fortwo vehicles. The new fleet added an additional 90 vehicles to accommodate the increasing transportation demands of the more than 15,000 members in Austin, including an expansion of the original operating area to approximately 52 square miles. car2go currently average over 5,000 rentals per week, and this number continues to grow. The expansion of the operating area, based on the demands of the residents, marked a more than 60% increase reaching a population of approximately 350,000 residents of Austin.

The car2go edition smart fortwo vehicles are up-fitted with the latest telematic software and hardware, and a solar roof. As the North American pilot city for car2go, the City of Austin, the residents and the business have supported us and stood by us as we test the newest and best in carsharing technology. This support has allowed us to grow with our members and improve upon our model for car2go members in Austin and for future car2go cities as well.

The Future Of car2go Austin

car2go Austin is and will continue to be offered to all residents of Austin over the age of 22 years. Membership is also available for full-time students, ages 18 years and older. The member application process is accessible online through

the car2go website, or by calling the customer service center. Customers may also apply in person at our local car2go office and retail shop, located on 5th Street in Austin.

car2go is requesting to continue operations serving the residents of Austin with access to on-street dedicated parking, including metered spaces and some non-metered spaces in high utilization areas, to meet the needs of car2go members. The spaces would be signed as available for car2go vehicles only and would be enforced if non-car2go vehicles are present. car2go will provide the signage and pay for the installation of the signage at the dedicated parking spaces.

car2go desires to acquire a permit that will give car2go vehicles the ability to park at any legal on-street parking space including metered and non-metered spaces in the City of Austin. Additionally, this permit would allow car2go vehicles to be present in a timed zone beyond the time limit. For example, if a member parked a car2go vehicle in a two-hour zoned parking space the vehicle would not be ticketed if it remained in the two-hour zone beyond the two-hour limit. This would maintain the flexibility of the program and maximize utilization of the vehicles.

Due to the large investment required to initiate and maintain a carsharing service that includes a fleet of 300 vehicles, car2go is requesting that the City of Austin will consider the values contained in our proposal as fair compensation for the proposed car2go parking in Austin.

car2go would like to extend the offer to provide vehicles for departments within the City of Austin, to supplement their fleet services. With this agreement, car2go is willing to fulfill the City of Austin's request to share data that will be valuable to the City in determining the effectiveness of our existing carsharing program. This data could include, but is not limited to, utilization data as well as transportation usage patterns, which would be gathered through member surveys.

car2go N.A. LLC's intention of maintaining its North American Headquarters in Austin will allow the City of Austin to continue to be the test market for the introduction of next generation technologies, vehicles and programs – ensuring the City of Austin and its residents will remain on the cutting edge of innovative mobility, while maintaining focus on the City of Austin's targeted attainment goals of reducing congestion and alleviating the carbon footprint for the entire city.

We are confident that the car2go point-to-point car-sharing model will continue to be a positive solution for meeting the transportation demands of the residents and local businesses in Austin. By directly complementing existing public transit, ride-sharing, and bike-sharing alternatives, car2go serves as a catalyst in attracting new residents to downtown Austin, by alleviating the need to bring a personal vehicle into the city center.

car2go is looking forward to the opportunity to continue working with the City of Austin to serve the residents and local businesses of this incredible city.

Proposal

Part I – Business Organization

This proposal is presented by:

car2go N.A., LLC
1717 W. 6th Street, Suite 425
Austin TX 78703

car2go N.A., LLC is a Delaware company registered to do business in Texas and several other states. car2go N.A., LLC is a wholly owned subsidiary of Daimler North America Corporation whose Global Parent is Daimler AG. As a Daimler company, car2go has access to the resources of one of the world's leading automobile manufacturers. Because of our subsidiary relationship to Daimler, car2go N.A., LLC is unable to provide financial statements. However, upon request we would be happy to provide copies of Daimler's most recent financial statements.

car2go N.A., LLC supports our local operations in Austin with a location office located at:

800 W. 5th Street, Suite 100B
Austin, TX 78703

Part II – System Concept

At its core, car2go is an innovative mobility program that redefines individual by making public transportation personally practical and appealing. car2go is the only car-sharing model that provides a self-service, on-demand transportation option that complements existing public transportation alternatives by bridging gaps commonly associated with the first and last mile of a public transit commute.

The car2go Austin business model, as it relates to the Car-Share Austin Program is a practical, affordable alternative to traditional vehicle ownership. It is estimated that a single carsharing vehicle can replace as many as eight or more vehicles on the road. With car2go membership, there are no upfront vehicle purchase costs, no additional insurance premiums, no parking fees, no vehicle depreciation or maintenance expenses, and no expenditures for fuel or cleaning. car2go utilizes an extensive fleet of low-emission, high-mileage vehicles. Fleet fuel consumption levels, of 33 miles per gallon city and 41 miles per gallon highway, make our car2go smart fortws among the most fuel efficient non-hybrid vehicles in North America. When used by the general public and local businesses, in parallel with existing public transportation options, car2go serves as a direct catalyst for reducing overall vehicle emissions and lessening the strain of congestion in high density urban areas and growing city centers like Austin.

The car2go transportation model is based on a free-floating network of vehicles conveniently located throughout the service area that can be rented or reserved spontaneously. The driver simply swipes his membership card against the windshield reader, unlocking the doors, enters his/her PIN into the touch screen, assesses the condition of the vehicle, takes the key from the holder and drives. No commitment to return the vehicle to the same location or a specific location or by a pre-determined time. The member has the flexibility to use the vehicle for as long as he/she needs it and then simply park the vehicle in any car2go-designated parking spot or any non-restricted on-street parking space in the car2go operating area.

Where as other carsharing services require reservations and time commitments for utilization and bill in hourly or half-hourly increments or daily increments, car2go members are billed by the minute, with discounted rates for hourly

and daily use. The car2go per-minute billing model is less costly for members, who pay for only the exact amount of time they need to use the vehicle. It also promotes a sustainable environment by encouraging intentional use, eliminating unnecessary driving waste—driving the entire hour for the sake of using all the time committed to in the reservation.

Service Area / Parking

To maximize the flexibility of the car2go operating model, car2go requests to continue the system, allowing members the ability to park the vehicles in any legal on-street parking space within the operating area. Given this access to non-dedicated parking, the car2go free-floating system allows members maximum flexibility to use vehicles throughout the car2go operating area.

Currently in Austin, car2go covers an operating area of approximately 52 square miles of the Central Austin area, reaching approximately 350,000 residents. This operating area has been defined by our learnings from the pilot and by collecting member input as to where they would like to see cars.

Members have the ability to begin and end rentals within this area. Members may also drive outside of this operating area; however they must return the vehicle to the operating area to end the rental.

car2go's system allows for vehicles to be used where they are needed by users. This allows for balanced distribution across geographic and demographic areas in Austin. Below is a graphical representation of the current operating area with typical vehicle availability in Austin.



In addition to the open access parking car2go requests 42 dedicated on-street parking locations available to our members in high car2go utilization areas. These spaces would be signed as available to car2go vehicles only. By limiting the number of dedicated spaces and optimizing the use of open parking at metered and non-metered spaces, car2go is able to provide maximum convenience to members, while at the same time, limiting the space dedicated as car2go only parking. car2go's limited dedicated on-street footprint allows the City more opportunity to collect revenue as less dedicated space is reserved and available only for car2go vehicles.

The table below provides a list of the dedicated parking spaces car2go will request to continue to contract for with the City of Austin.

<u>Location</u>	<u>Metered Zone</u>	<u>Spaces*</u>	<u>Meter Numbers</u>
800 W 5th Street	Outside Downtown	2	801 & 803
500 West Street	Outside Downtown	2	500 & 502
12th and Rio Grande	Outside Downtown	2	611 & 613
9th and Guadalupe	Downtown	3	801, 803 & 805
2300 San Antonio	Outside Downtown	2	2305 & 2307
9th and Colorado	Downtown	1	800
2nd and Colorado	Downtown	1	Pay Station Area
Red River, North of Clyde Littlefield	Outside Downtown	2	Pay Station Area
23rd and Rio Grand	Outside Downtown	2	Pay Station Area
Dean Keaton and Whitis	Outside Downtown	1	Pay Station Area
27th and Guadalupe	Outside Downtown	2	Pay Station Area
4th and Trinity	Downtown	2	Pay Station Area
Trinity and 4 th	Downtown	1	Pay Station Area
11th and Red River	Outside Downtown	1	Pay Station Area
University Ave, North of MLK	Outside Downtown	1	Pay Station Area
Gibson and South Congress	Not Metered	1	Not-Metered Parallel Space
Treadwell and South Lamar	Not Metered	1	Not-Metered Parallel Space
East 11th and Waller	Not Metered	1	Not-Metered Parallel Space
East 6th and Medina	Not Metered	1	Not-Metered Parallel Space
41st Street, near Hancock Center	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Hula Hut	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Jogging Trail	Not Metered	1	Not-Metered Parallel Space
Ralph Albenado	COA Off-street	2	COA Off-street
City Hall Garage	COA Off-street	4	COA Off-street
One Texas Center	COA Off-street	4	COA Off-street
TOTAL SPACES		42	
*Requested Dedicated Spaces (Marked Back in Angle Spaces or Parallel space 8'6" wide by 22' long)			

car2go proposes to pay the following for access to parking in the City of Austin, per the schedule below:

<u>Parking Type</u>	<u>Proposed Monthly Rate</u>	<u>Volume</u>	<u>\$</u>
Downtown Metered Dedicated	\$325	8	\$2,600
Outside Downtown Metered Dedicated	\$260	17	\$4,420
Not Metered on Street Dedicated	\$75	7	\$525
COA Off-street Dedicated	\$125	10	\$1,250
Non-dedicated (metered and non-metered on street parking access)*	\$40	302	\$12,080
Estimated Total per Month			\$20,875
* car2go can provide GPS data to document actual parking used, on a monthly or quarterly basis			

car2go can easily comply with the request of the City to have vehicles available in economically challenged areas. car2go vehicles are regularly available throughout our operating area and essentially are positioned by customers where they need and use the vehicles. The graphic below demonstrates the typical vehicle availability east of IH-35.



In addition to the free-floating vehicles available, dedicated spaces are available at the LiveStrong headquarters building on East 6th Street.

Use Of car2go By COA

Based on almost two years of experience with City of Austin departments and employees, car2go would be pleased to continue a business relationship with the City of Austin by providing point to point mobility. car2go currently has more than 1,300 City employees registered to use the car2go service. car2go will consider negotiating volume-based discounts for use by City of Austin departments for business use.

Vehicles

The car2go fleet will be comprised solely of car2go edition smart fortwo model vehicles, and all vehicles are decaled and easily identified as car2go vehicles. The smart fortwo is one of the most economical cars on U.S. roads today, achieving an average of 33/41 miles to the gallon (city/highway) according to 2009 U.S. EPA ratings. It is ranked as the most fuel efficient, non-hybrid vehicle on sale in the United States today. In addition, the vehicle already exceeds the 2016 Corporate Average Fuel Economy (CAFE) standards and is classified as an ultra-low emissions vehicle by the EPA and California Air Resources Board (CARB).

It is also certified by the EPA as a SmartWay vehicle. Each vehicle in the EPA's Green Vehicle Guide receives an air pollution score and a greenhouse gas score on a scale of one to ten. For the SmartWay designation, a vehicle must receive a six or better on both scores and have a total score of at least 13. Vehicles that receive the SmartWay designation are deemed very good environmental performers, relative to other vehicles. A large deployment of these types of vehicles, replacing trips taken in other types of automobiles, will have a significant impact on lowering vehicle emissions in Austin and help Austin meet clean air attainment goals.

According to the Insurance Institute for Highway Safety (IIHS), the smart fortwo meets or exceeds all federal government crash test standards, including a five-star side crash rating, and the highest scores for front- and side-crashworthiness and roof strength. In addition, the vehicle's safety management system is equipped with advanced crash avoidance (active safety) and crash protection (passive safety) systems that come standard on all models.

When you are on the leading edge of vehicle efficiency and small vehicle design, the issue of safety is a critical element. That's why the core design philosophy of the smart fortwo is focused on something called the tridion safety cell. Much like a nut is protected by its hard outside shell, smart fortwo occupants are protected by a steel housing that combines longitudinal and transverse members that displace impact forces over a large area of the car. The reinforced steel and the design of the car and its wheel bases allow for a safer distribution of crash energy.

The smart fortwo comes standard with four airbags (two full-sized front airbags and two side airbags for head and thorax protection). Other safety features such as electronic stability control, brake assist and anti-lock brakes are also standard.

Currently, car2go is testing the electric version of the smart fortwo in Europe and North America, including two smart fortwo electric drive vehicles in Austin. car2go recently announced it will launch an all-electric carsharing fleet in the City of San Diego, and when the electric charging infrastructure develops in Austin, car2go will consider the integration of more smart fortwo electric drive vehicles in the local car2go Austin fleet.

Vehicle Maintenance

car2go is dedicated to providing our customers with well maintained, clean and roadworthy vehicles. car2go customers are asked before the start of each trip to rate the physical condition of each vehicle. They are also able to report any damage directly to our Customer Assistance Center (CAC). The CAC can help the customer make the determination if the vehicle can be rented, and if not, the CAC will redirect the customer to the next closest available car.

Day to day service is provided locally by a contracted service partner with direct oversight from the local car2go fleet operations manager. The service company is responsible for cleaning, relocating and performing minor repairs to the car2go vehicles. The service company regularly checks each vehicle; however, they can be dispatched through the car2go system to check on a vehicle that has been reported as needing service. car2go utilizes a dispatching tool that helps automate and improve the dispatching of the service team. This innovative system developed by Daimler's technology group, automatically selects the shortest and most efficient and environmentally-friendly route from vehicle to vehicle.

The hours during which we anticipate the service team would service car2go vehicles are:

Monday through Friday, 6:00 a.m. to 6:00 p.m.

Saturday, 7:00 a.m. to 12:00 p.m.

Sundays and after hours, emergency only

All major vehicle repairs and routine preventive maintenance are performed by a factory-certified mechanic, through a local smart authorized service center. All repairs are fully documented in the car2go systems.

Insurance

car2go will provide primary liability insurance for active car2go members while they are driving a car2go vehicle. The coverage is as follows:

Coverage	Limit per Occurrence
Liability for bodily injury per person	\$100,000
Liability for bodily injury per accident	\$300,000
Liability for physical damage to others' property	\$50,000
Person injury protection	\$10,000
Uninsured/underinsured motorist	State-mandated minimum
Full collision and comprehensive coverage for car2go vehicle	Member responsible for \$1000 deductible

When requested, car2go will provide a certificate of insurance naming the City as an additional insured on this policy, other levels of auto liability insurance will need to be negotiated.

Reservation Process

Members may reserve car2go vehicles as early as twenty-four hours in advance and up to 15 minutes before commencing the rental. Reservations can be made online at the car2go website, by smart-phone applications, or by calling the customer call center. However, no more than five reservations may be made in a twenty-four hour period, and all reservations must be separated by at least thirty minutes.

A vehicle may not be reserved or rented for more than thirty consecutive days. Reservations may be cancelled up to fifteen minutes before the reservation time without charge. Any reservation cancelled less than fifteen minutes before reservation time will result in a charge in accordance with the then current fee schedule.

Members may also choose to locate an available car2go vehicle in any area and commence a rental spontaneously, without a prior reservation.

Marketing



Example of a digital placement advertisement

Austin Marketing Goals:

- Effectively educate the Austin community about car2go and carsharing
- Change the Texas perception of driving and car ownership
- Establish car2go as an innovative, easy to use and eco-friendly personal transportation option
- Establish car2go as an authentic Austin-based brand
- Establish car2go as a leader in environmental advocacy
- Continue to make Austin the showcase in North America for car2go

car2go will continue to employ a comprehensive marketing strategy to attract new members and to promote the use of our service by the 15,000+ registered car2go members in Austin. A broad spectrum of media will be utilized including:

Internet & Social Media

Print Media

Events & Sponsorship

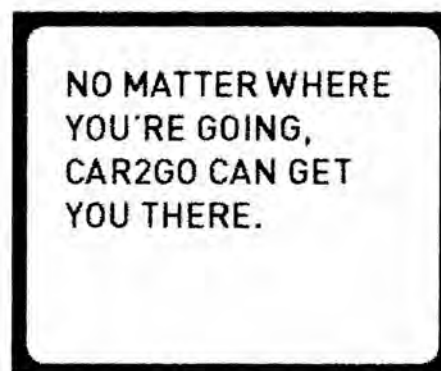
Personal Selling

Radio

Place-based: Outdoor

Place-based: Indoor

Example of the type of a digital placement advertisement:

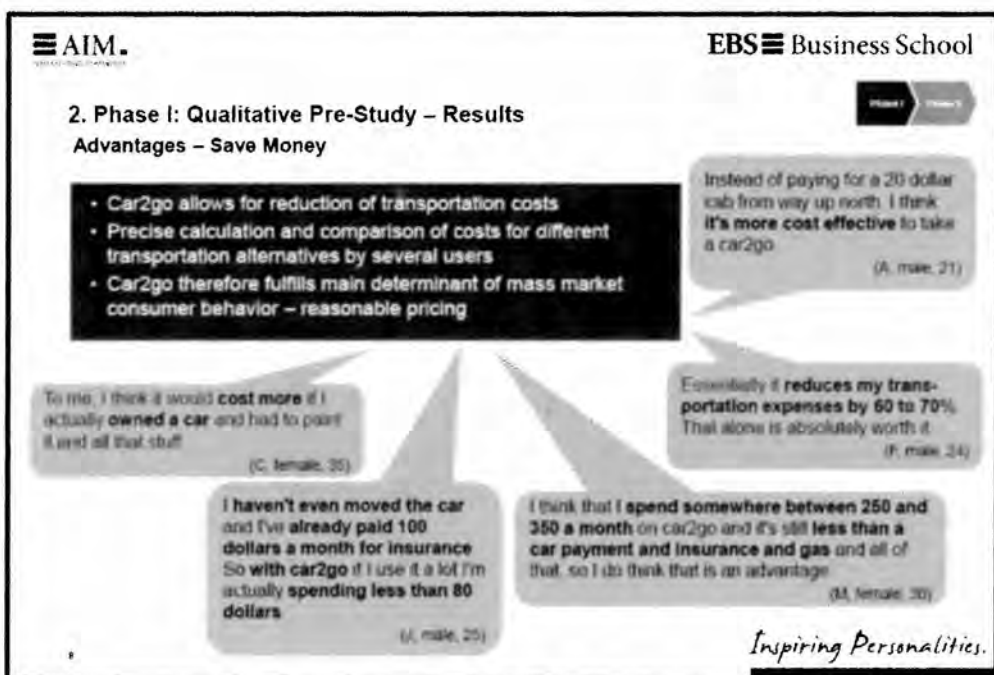
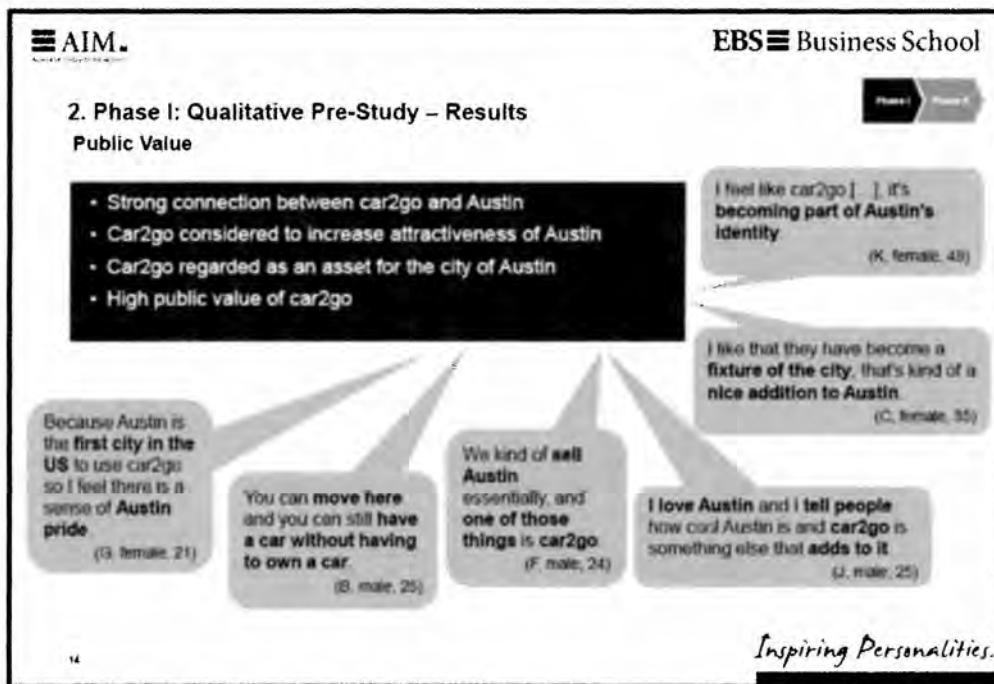


Example of the type of print marketing campaign:



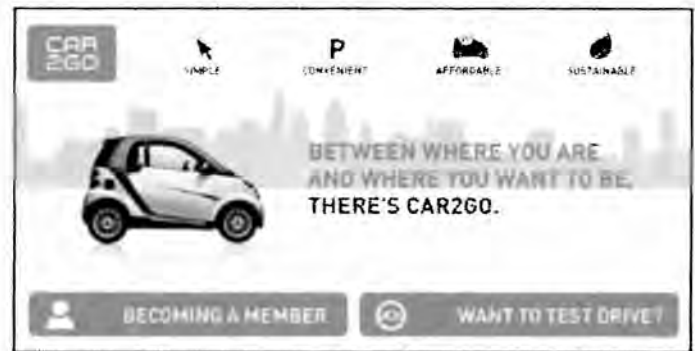
Continued Member Impact Research:

1. Use of 3rd party researchers to gauge the pulse of the car2go Austin community
2. Frequent customer satisfaction surveys deployed to members
3. Observing social and transportation behavioral trends due to car2go usage



Internet and Social Media:

Social Media will continue to be used extensively to promote the service as well as bloggers, promoters and Google-sponsored searches. Examples:



Facebook: Targeted Ads/Member Communications

Twitter: Member Communications

Gowalla: Check-in Abilities/Loyalty

YouTube: Link to car2go Videos

Austin Promotional Website



Do512_Rachel Facebook
Sweet! Starting today all @car2goAustin members get 30 free min of drive time in a just in time for ACL! Fabulous! smarttouch.berm.com/smarttouch.vie



FeistyAntelopes Twitter
I took @car2goAustin to a big interview and got the job! Felt good to not deal with stress & sweat of coordinating bus schedules



kevm Twitter
Used @car2goAustin today. It came in very handy and their service was quick. Aoned arfamily



shannonsinunu Twitter
Hey thanks Adam @car2goAustin for coming out to meet me at my car to make sure all was good and for the shirt. Excellent service



keeg Twitter
I feel like James Bond using @car2go. Locate a vehicle on my phone, unlock with wallet, then drive away. Such a great service



nickdanforth Twitter
Super thankful for @car2goAustin. They make my life easier and more enjoyable every day!



yolunia Twitter
@car2goAustin Thanks you guys. Forgot my work computer at home, and C2G saved my life. The 3-day weekend can't come sooner! Haha. Cheers!)



cecycorrea Twitter
Registered with @car2goAustin today. Decided I will sell my car, ride the bus, bike and Car2Go instead

Direct Marketing

Radio Advertising:



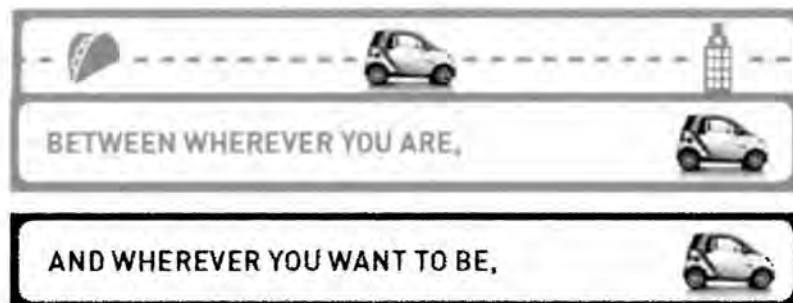
10 Second Read: "Between where you are and wherever you want to be, there's car2go. Just take a car2go when you need it, and park it when you're done. No mandatory reservations or time restrictions. Register now at Austincar2go.com."

15 Second Read: "Between where you are and where you want to be, there's car2go. Getting around Austin is as easy as grabbing a car2go when you need it, driving to your destination, and then simply parking in any open space or metered spot when you're done – and you only pay for the minutes you use. Register now at Austincar2go.com."

Targeted Outdoor Advertising



Targeted Indoor Advertising



Advertisements in Print Media

Weekly Print – Statesman 360, Austin Chronicle (Free), The Onion (Free)

Neighborhood Papers – Community Impact

Renters Guide & Car Finder – Austin Chamber of Commerce

Business Publications – Austin Business Journal

PR Opportunities



Community Engagement:

Cars Only: Farmers Markets, SXSW, ACL, etc.

Staffed Booths: Batfest, Hot Sauce Festival, Pecan Street Festival, Music Under The Stars, etc.

Advertising Only: Music festivals, etc.

Staff Presence: Parades, Red Cross Events, First Thursday's.



Education Events

Commercial & Residential Forums
Trade Shows & Conferences
Sustainability Showcases
Lifestyle Events



Promotions

Groupon or Living Social
Partner with iconic businesses for discounts
Offer member perks, including targeted membership discounts, targeted free driving time, etc.
Referral Package Program



Targeting Local Universities and Colleges:

car2go has launched a customized marketing campaign for UT, St. Edwards, ACC and Huston-Tillotson students, faculty and staff, and incorporates students of the universities to assist in implementing the campaign. The information below will briefly describe the highlights of marketing campaigns used previously and some currently employed:



Freshman Orientation Sessions for the "Parent Grille & Meet"
 Targeting Parents of College Students – Mailers going to home addresses
 Off Campus Student Housing Registration Drives
 Residential "Move-In" Meetings and Receptions
 Participation in College Advertising and PR Class Projects

Moving Demonstration Teams

- Strategically moved throughout Austin educating the community about car2go
- Concierge Service – Street Team will take a car2go vehicle to individuals and give them a instructional demonstration and explanation of program



Local Business Relationships:

Established Acceptance in Local Business Community
 Employee and Patron Utilization
 Additional Dedicated Parking Secured



Intern Program

Providing local university students with the opportunity to gain practical experience and insight implementing the above mentioned components to the Austin community.



Membership

There are some basic requirements that all customers must meet. car2go members must meet a standard minimum age of 22; however, for full-time university students, faculty and staff, the minimum age requirement is 18. All members must have a valid driver's license issued in the United States. They must agree to the car2go terms and conditions and agree to allow for a check of their driving record. All customers must provide a valid Master Card or Visa credit card or debit card that is processed through Master Card or Visa, and they must have a valid e-mail address and cell phone with the ability to receive SMS.

Prospective car2go members will register via a self-initiated on-line car2go registration process.

- Personal data will be validated
- MVR checks will be run
- Personal data provided may be changed at anytime, but the member and/or driver must wait until the new data is verified and validated before being authorized to operate a car2go vehicle

By applying for membership, an applicant authorizes car2go to check their personal driving record (MVR check) to determine if membership criteria are met. Applicants must have a valid driver's license issued by a jurisdiction acceptable to car2go for at least one year and must continue to maintain a valid driver's license for the duration of membership. Applicants will also need to provide payment information which will enable car2go to charge a credit/debit card directly. The credit/debit card provided must be held in the name of the individual applying for membership. Membership approval may also be impacted by decisions of car2go's insurer, based on certain predefined criteria.

The following items appearing on a driving record may result in denial of a membership application:

- A driver's license that is currently suspended, revoked, expired or surrendered
- Convictions for reckless driving within the past 36 months

- Convictions for driving under the influence, driving while intoxicated or driving while impaired within the past 36 months
- Three or more moving violations within the past 24 months
- Failure to report an accident or leaving the scene of an accident within the past 36 months
- Conviction for possession of a stolen vehicle, or the unauthorized use of a vehicle, or the use of a vehicle in the commission of a crime in the past 36 months

In the event any of the circumstances described above occur after a member's application for membership has been approved by car2go, the member must notify car2go immediately.

In addition to the circumstances described above, notice must also be given to car2go of any citations and/or warnings for moving or parking violations received while operating a car2go vehicle or during a rental period.

- Member and driver's license information will be retained for purposes of monitoring expiration dates and receipt of car2go notifications to update driver's license information before expiration.
- If membership criteria are met, as determined at car2go's sole discretion, and applicable fees, if any, have been paid, car2go will confirm acceptance and require acceptance of the Membership Terms and Conditions.
- At the option of car2go, members may be required to re-acknowledge receipt of Membership Terms and Conditions on a touch screen in the carsharing vehicle prior to commencing a rental period.

Membership is for one year and will be renewed automatically at the end of its term for another one year period unless membership is terminated by car2go. At renewal, members may be charged an annual registration fee, if any, in accordance with the then current fee schedule.

car2go shall have the right to terminate the membership of any member without prior notice for any reason. Examples of circumstances which will result in termination of car2go membership include, but are not limited to, the following:

- The occurrence of any of the events described in the list of potential reasons for denial above
- Notification to car2go that the method of payment selected within the member's application has been cancelled or revoked, unless an alternative method of payment acceptable to car2go has been arranged
- Misuse of any car2go vehicle by the member
- Unauthorized use of any vehicle provided by car2go to a member (unauthorized use of the vehicle includes, but is not limited to, removing the vehicle to an area outside the fixed area of operations, as defined in the car2go membership Terms and Conditions; or utilizing vehicle fuel cards for vehicles other than the car2go vehicle rented)
- Member's and/or authorized Driver's return of car2go vehicle to unauthorized location
- Failure to notify car2go of any defect with a vehicle adversely affecting operations of that vehicle

car2go shall have the right to refuse to renew any membership for any reason including, but not limited to, those circumstances described in the list of potential reasons for denial above.

Once approved for membership or driving privileges as appropriate, members will be issued membership cards equipped with an embedded RFID chip. The chip will allow access to car2go vehicles and locking and unlocking capabilities. Members are precluded from giving, lending, or selling assigned membership cards to anyone, or otherwise allowing anyone to benefit from the use of their membership card. Failure to comply with this condition will result in membership termination, will void any applicable Liability Protection, and may subject the member to liability for any damages that stem from the unauthorized use of a car2go vehicle.

If membership or fuel cards are lost or stolen, members must notify car2go immediately. car2go will replace membership or fuel cards for the fee set forth in the then current fee schedule. Taxes may apply to fees associated with membership or fuel card replacement.

Members will select a PIN number and will be responsible for indicating, at the commencement of the rental period, which account should be charged for associated use (including, but not limited to, personal, business or family).

Rates

RATES:

Initial Registration Fee	\$35.00
Per minute	\$0.35
Per hour maximum	\$12.99
Per day maximum	\$65.99
Per mile after 150-mile (per rental)	\$0.45

PENALTIES AND FEES:

Lost key	\$200.00	
Lost car documents	\$20.00	Includes insurance card, customer handbook, accident kit, vehicle registration
Lost membership card replacement	\$25.00	Fee waived if card is malfunctioning and no immediate signs of customer abuse
Lost fuel card	\$25.00	
Excessive cleaning required	\$50.00	Cleaning beyond normal scope – stains, smoke, pet hair, etc. (additional expense)
Unauthorized parking	\$50.00	Parked in an unauthorized area, requiring car2go handling of the vehicle
Illegal parking	\$50.00 + any towing charges and fines	Processing fee plus actual costs

Towing	\$50.00 + actual towing charges	Processing fee plus actual costs
Declined credit card	\$25.00	Processing fee plus actual amount owed
Processing for tickets/violations	\$50.00	This is the processing fee only. The actual ticket for the violation would be re-directed to the driver of the vehicle.
Processing pay-by-mail toll	\$5.00 + actual toll charges	Processing fee plus actual amount owed
Unlocked/unsecured car	\$50.00	Car left unlocked, windows down, tailgate open, etc.
Unused reservation fee	\$6.00	

Important: The car2go member is responsible for all processing costs related to damage for which he or she is responsible, extreme soiling of the car2go vehicle, driving offenses and violations of the valid terms of use.

Payment Options

Members can setup an account for payment of service with Visa, Master Card, and Visa or MasterCard processed debit cards.

car2go also offers commercial accounts to allow businesses or organizations the advantages of utilizing a carsharing service for their transportation and sustainability needs. car2go would simply recommend that an employee from each department be assigned to help monitor the employees designated to have access to the business account and review statements of account. car2go would provide training for each employee to ensure proper understanding of car2go business account management.

The car2go telematic and back-office solution allow us to offer our members the ability to access multiple accounts using a single member card. Once in the vehicle, the customer would be given the choice of which account they would like to drive with.

Customer Service

car2go desires to provide outstanding customer service. From providing a simple, easy to use and reliable system, to providing safe, clean and fuel efficient vehicles, car2go wants to set the bar for on-demand personal mobility. car2go has several internal measurements to determine if we are providing service to the levels we expect.

car2go regularly surveys customers about their experiences using the service, at the beginning and end of each trip each vehicle is rated by a user to determine the cleanliness and general condition of the vehicle, and we regularly monitor the activities of our service team to ensure every vehicle is serviced within a reasonable time frame.

car2go has robust back office systems that allow us to monitor the condition and location of all vehicles in our system. These systems allow us to ensure that vehicles are available where they are needed and are in good condition for each member.

Through the support of our 24/7/365 Customer Assistance Center (CAC), car2go will provide 24/7 roadside emergency service. This service is contracted through towing agencies in the Austin area. With the assistance of the smart technical support line, the CAC can provide troubleshooting assistance to customers who are experiencing technical difficulties.

car2go will also maintain a local staff that will be accessible to the members, should they desire an in-person customer service experience.

Cooperation with Capital Metro

The two largest barriers to public transportation are the first and last mile of a user's trip and the unexpected need for personal transportation. In this respect, car2go membership is the perfect complement to public transit services because it eliminates those barriers. By offering one-way trips, we provide public transit users the flexibility they need to complete the first or last mile of their journey. car2go also allows public transit users an all-important feeling of freedom that they will have access to a car if an unexpected situation requires them to travel beyond scheduled transit times.




With fewer barriers for potential users of mass transit, the transit agency should see an increase in riders, which will provide for additional revenue. Customer satisfaction should naturally increase as mass transit users will have access to a wider infrastructure of transportation options.

car2go has an existing relationship with Capital Metro and has cooperated with the agency to determine ways of helping customers incorporate public transportation into their everyday lives. car2go has been working with Capital Metro to develop programs to encourage the use of alternative forms of transportation versus private vehicle usage. The car2go point-to-point business model provides a solution to those individuals who have difficulty trying to solve the "First and Last Mile" obstacle. The advantage of car2go with Capital Metro is that riders do not have to return cars back to where they originally picked up the car. As soon as the rider gets off the train/bus, they can quickly locate a car2go in the area and take it to final destination. Vice versa, they can take a car2go vehicle and park it close to the rail/bus stop, then board rail/bus to their travel to their final destination.

Some examples of previous and ongoing programs with Capital Metro:

"Dump The Pump"

Program that encouraged the Austin community to not drive personal vehicles and use Capital Metro in addition to car2go. car2go participated by assisting in communication messaging and supporting with prize packages for those individuals that made the



METRO

MEDIA CONTACT INFORMATION

Public Affairs (512) 360-6107 (512) 360-7306 ext.	Media Relations (512) 360-7572 (512) 360-6000 ext.	Public Affairs (512) 360-6107 (512) 360-6000 ext.
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Dump the Pump, Ride with Capital Metro and Car2Go
Celebrate National Dump the Pump Day, June 16, with a lunchtime concert in Brush Square

June 13, 2011

NEWS FACTS

- National Dump the Pump Day is Thursday, June 16, and Capital Metro encourages the community to leave their cars at home and walk, bike, carpool, or ride Capital Metro or Car2Go instead.
- Brown bag it on June 16, and join Capital Metro and Car2Go at a lunchtime celebration at Brush Square park, adjacent to the Downtown MetroRail station, from 11 a.m. to 1 p.m. The East Side Gardens will sell out "hot pizza" from the 20's and 30's, and officials from Capital Metro and Car2Go will announce a new partnership that will make dumping the pump easier.
- Capital Metro will also announce the winners of its Dump the Pump, Ride with Us contest that has collected riders' testimonials of the environmental, economic and health benefits of riding the bus. One lucky winner will take home an iPad 2 and a free Car2Go membership with 120 free minutes.
- Beginning Aug. 22, Car2Go cars will be parked and available for use only morning at the Downtown MetroRail station to help riders navigate the "last mile" to their final destinations. MetroRail Connector bus routes 460, 461, and 462 are averaging only 34 boardings each per day and will be discontinued effective Aug. 22.
- Beginning on June 16, riders who check in five times to Capital Metro park, 8 nodes, transit centers and MetroRail stations with Gowalla will receive a limited edition Dump the Pump pin and another chance to win prizes.
- The concept behind Dump the Pump began right here at Capital Metro. Now a national event sponsored by the American Public Transportation Association and coordinated by transit authorities and communities throughout the country, the annual Dump the Pump Day encourages people to save

decision to not drive personal vehicles. car2go held informational meeting at Capital Metro locations throughout Austin.

Metro Rail/Connector Rider Program

Free car2go Membership and credit for 60 minutes of drive time for those Riders identified by Capital Metro that relied on discontinued connector routes. The goal was to offer a solution to those riders that depended on the connector service with car2go.

car2go Placement Campaign - Pilot

car2go is placing 25-30 cars throughout the business day at the Downtown Metro Rail station. Capital Metro asked car2go to quickly assist and have cars available for riders with the discontinuation of Connector service at the Downtown Metro Rail stop in August.

car2go looks forward to expanding the current relationship with Capital Metro by helping to promote the increased utilization of Metro Rail, Local Service, Feeder/Cross-town /UT Shuttle Routes by commuters and residents in Austin.

Reporting

car2go will continue to provide data to the City of Austin to help determine the impacts on the Car-Share Austin Program. Included in quarterly reports will be membership levels and growth rates, a graphic representation of the distribution of members throughout the operating area and utilization data to demonstrate the effectiveness of the program.

Part III – Program

As car2go is currently operating a fully functioning car sharing system with 300 vehicles available to rent by the 15,000 + existing members in the Austin market there will be no required implementation phase, ensuring no service interruption to existing carshare users in Austin. Any potential adjustments or enhancements to the service to better meet the needs of the City of Austin and its residents would be a result of the negotiations with the City of Austin following the award.

How confidential data will be secured and treated is described in our published privacy policy which is included below:

car2go Privacy Policy

car2go recognizes the importance of protecting your personal information. We take the protection of your private information seriously and we want each member and prospective member to feel comfortable when submitting applications for membership. Any personal information collected by car2go will be treated with care and consideration to existing laws related to protecting your identity. This Privacy Policy provides information on how we collect, store, and use any personal information provided to us in connection with the car2go membership application process. The protection of your privacy when processing personal data is an important matter for us, which we account for in our business processes. This Privacy Policy does not apply to data from which personal identifying information has been removed. We retain the right to use such data in any way we deem necessary to advance business interests. This Privacy Policy does not apply to other internet sites even if accessed via our website.

Personal Information Defined

“Personal information” means an individual’s name in combination with the individual’s address; social security number; driver’s license number; government-issued identification number; account number; or credit or debit card number.

“Personal information” also means any information from which a living individual can be identified directly, or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

For purposes of compliance with statutory requirements imposed on flow of personal data by the European Data Protection Directive, car2go fully incorporates by reference The Daimler Code of Conduct for Customers/Suppliers, including definitions contained therein, available at [www. car2go.com](http://www.car2go.com).

Use of Personal Information

As part of the membership application process, car2go may collect personal information as defined in this Privacy Policy for the purpose of evaluating applications for car2go car-sharing membership. Any information collected may also be stored, retained, or used in other car2go business processes, including but not limited to, membership renewal, periodic membership validation, member account-management, and payment authorization. Some of the personal information provided must necessarily be shared with third-parties, including but not limited to, insurance companies, entities responsible for vehicle maintenance, and vehicle safety call-centers. By initiating the application process, you consent to the transfer of your personal information for these purposes. Any information shared with a third-party will not be beyond what is necessary and each third-party will maintain its own Privacy Policy. Any personal information collected, but not stored or maintained in the regular course of business will be destroyed.

Collection of Personal Information is Held

Through the car2go website prospective Members and visitors can gather information about car-sharing and car2go membership. Personal information directly requested by and submitted in connection with the membership application process is collected and stored only if you voluntarily submit it to car2go. Other information about you is automatically collected. This automatically collected information includes your IP address, hosting server, browser, operating system, browser language, and service provider.

The servers used by car2go are located within Germany and the United States.

car2go may also record telephone conversations with Members in connection with car2go membership, in order to clear up legal issues, and/or to improve the quality of its vehicles and services.

Transfer of Personal Information to Third-Parties

car2go may disclose personal information to third-parties acting on its behalf or at its direction for purposes relating to car2go operation, maintenance, administration, improvement, and member oversight. Disclosure of personal information may also occur in connection with a corporate transaction, proceeding, or reorganization of car2go business processes for which the information is maintained. Personal information may also be disclosed as required by law or when car2go believes disclosure is necessary to protect its rights and/or comply with a judicial proceeding or court order.

Security and Notice of Breach

car2go complies with industry standards to protect the personal information it maintains. car2go will notify its Members as promptly as possible of any breach of data that includes personal information after discovering or receiving notification of the breach if car2go reasonably believes the information has been acquired by an unauthorized person. An unauthorized person does not include an employee or agent of car2go that acquires personal information unless the personal information is used with the intent to commit identity theft as defined in the Texas Identity Theft Enforcement and Protection Act.

Amending Personal Information

Upon request, you may access any of your personal information collected by car2go, that car2go maintains at the time of your request. car2go will provide reasonable and practical access to your personal information. When reasonable and commercially practicable, car2go upon notice, will correct any inaccuracies in your personal information. Personal information may also be accessed and edited personally at www.car2go.com.

Changes to Privacy Policy

car2go reserves the right to change or amend this Privacy Policy from time to time. Any changes to this Privacy Policy will be posted at www.car2go.com. All changes or amendments are effective ten [10 days] after posting.

Software Tools and Capabilities

car2go is proud of our technological advancement for car sharing. From our cutting edge in car technology to our web and mobile tools, car2go presents an in-depth technology portal.

car2go, through our global parent Daimler AG, was the first carsharing organization to develop and use a production vehicle specifically designed and built for carsharing. car2go has developed proprietary telematic systems, including an in-dash touch screen with the capabilities to add several new and exciting in-car applications in the near future. As Austin is the home to car2go in North America, it is the perfect market in which to roll out these new features.

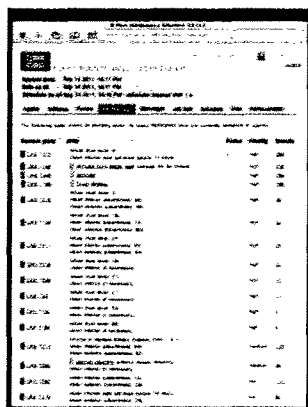
The car2go website gives potential and existing members the complete ability to register and manage their personal information for their account. Customers can find records of all their drives, review and print copies of invoices and receipts, view the most current rates and fees, and find and reserve vehicles.



In addition to the robust car2go website, car2go has available mobile applications for most mobile phone platforms. There are several independently developed iPhone, Android and mobile web-applications that provide members the ability to find and reserve cars.

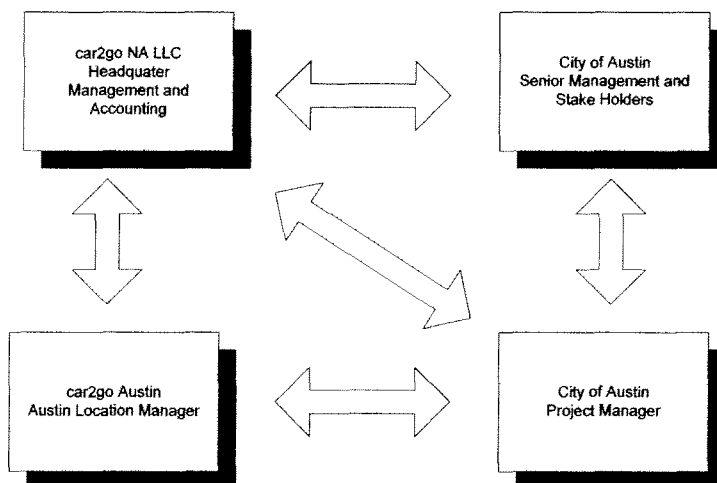


Our technology is not only customer facing. car2go's back office systems are used to manage our interaction with customers and to manage fleet operations. The online back office portal can be accessed by car2go in-office employees, call center agents, and employees working in the field using mobile technology. Additionally, car2go has developed a proprietary application used as a maintenance scheduler. This unique application is used to most efficiently design the workflow for the field maintenance team by sending instructions to their smart phone to get them from vehicle to vehicle in the most efficient and effective manner.



Part IV – Project Management Structure

The local car2go Austin office and the accounting department at our headquarters office will have the primary interface with the City of Austin on daily business in the City of Austin. The proximity of the car2go N.A., LLC headquarters office provides the excellent opportunity for interaction with our executive team in North America and the City of Austin.



For day to day concerns, the primary contact for the City of Austin should be the car2go Austin location manager. The location manager will be the primary contact to discuss parking, vehicle distribution, sales and marketing activities for the City of Austin. Issues regarding billing and invoicing will be handled by the car2go accounting department, which is located at the car2go headquarters.

Part V – Prior Experience

The concept of car2go was developed by the Daimler AG Business Innovation department in 2007. Following the development of the initial technical and business systems to launch car2go, the first pilot program began in October of 2008 in the city of Ulm, Germany. Following the successful completion of the pilot, in March 2009 car2go made its first offering to the public, opening membership to all residents and visitors in the City of Ulm, Germany. The reception by the residents of Ulm was outstanding and membership levels quickly grew to a number in excess of 20,000. Concurrent with the start of public operations in Ulm, car2go announced that Austin, Texas would be the first car2go city in North America.

car2go Austin operations began in November 2009 with 200 car2go vehicles used in a pilot program with the City of Austin. Over the next few months, the pilot program was expanded to include groups from the State of Texas and the University of Texas. Austin operations were opened to the residents and visitors of Austin in May 2010. The car2go member-base experienced rapid growth in Austin, and car2go currently boasts more the 15,000 registered members in Austin. In March 2011, car2go expanded its operating area in Austin to nearly 52 square miles and increased the fleet size to 300 vehicles. On May 26, 2010, the EPA honored car2go and the City of Austin with the agency's prestigious 2010 Clean Air Excellence Award in the category of Transportation Efficiency Innovations for car2go's innovative approach to reducing carbon emissions. The EPA's Clean Air Excellence Awards Program, now in its 10th year, annually recognizes and honors organizations that have served as pioneers in their fields by undertaking the risks of innovation and, thus, improving air quality. Award-winning entries must directly or indirectly reduce pollutant emissions, demonstrate innovation, offer sustainable outcomes, and provide a model for others to follow.

car2go continued to expand in April 2011, with the launch of operations in Hamburg, Germany with 300 car2go vehicles. Like other car2go cities, Hamburg has seen strong membership growth. Also, announced in April of 2011 was the start of operations in Vancouver, B.C. Canada. The Vancouver operations started in June of 2011 and had already registered more than 2,000 members before cars were available for rental. The operations in Vancouver started with 225 vehicles.

car2go now has a global network of more than 40,000 members and 1,000 car2go edition smart fortwo vehicles. Based on its impressive success, car2go will further expand in other North American and European cities throughout the next several years – including the already announced all-electric vehicle services in San Diego, California and Amsterdam, Netherlands scheduled to begin service in the 4th quarter of 2011.



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

SOLICITATION NUMBER: JSD0112

OFFEROR'S NAME: car2go N.A., LLC **DATE:** 9/19/2011

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name Livestrong
Name and Title of Contact Doug Ulman
Present Address 2201 E. 6th Street
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 791-6711 Fax Number ()
Email Address doug.ulman@livestrong.org
2. Company's Name State of Texas Preservation Board
Name and Title of Contact John Sneed
Present Address 201 E. 14th, Suite 950
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 463-5425 Fax Number ()
Email Address john.sneed@tspb.state.tx.us
3. Company's Name Entrepreneurs Foundation
Name and Title of Contact Eugene Sepulveda
Present Address 1021 E. 7th Street, Suite 100
City, State, Zip Code Austin TX 78702
Telephone Number (512) 970.9400 Fax Number ()
Email Address eugene@abporter.org
4. Company's Name City of Vancouver, British Columbia Canada
Name and Title of Contact Sean Pander
Present Address 453 West 12th Ave.
City, State, Zip Code Vancouver, BC V5Y 1V4
Telephone Number (604) 871-6542 Fax Number ()
Email Address sean.pander@vancouver.ca
5. Company's Name City of San Diego
Name and Title of Contact Jacques Chirazi
Present Address 202 C Street, MS 4A
City, State, Zip Code San Diego CA 92101
Telephone Number (619) 236-6326 Fax Number (619) 533-3320
Email Address jchirazi@sandiego.gov

Part VI – Personnel

The car2go headquarters location and local office in Austin currently employs 20 full and part time employees. car2go will continue to add new positions in Austin to our headquarters operations as car2go expands throughout North America.

car2go headquarters' management who will support the operation of the service in Austin are:

Nicholas C. Cole
President & CEO
car2go N.A. LLC and car2go Canada Ltd.
Provide strategic direction for car2go.

William J Knapp
Chief Operating Officer of car2go N.A., LLC
Vice President of car2go Canada Ltd.
Lead operational efforts for car2go in North America.
Provide operational expertise and oversee all operational aspects of the service.

Michael Mikos
Chief Financial Officer
car2go N.A., LLC and car2go Canada Ltd.
Responsible for financial control, financial planning, and corporate compliance

John P. DeLong
Marketing and Sales Director
car2go N.A., LLC and car2go Canada Ltd.
Responsible for Sales and Marketing efforts surrounding car2go launch.

Katie Stafford
Communications Manager
car2go N.A. LLC and car2go Canada Ltd.
Responsible for all communications and messaging related to car2go in Austin and throughout North America.

Headquarter accounting staff supporting the contract with the City of Austin are:

Barbara Deichmann
Accounting Coordinator
Responsible for day to day accounting and transaction processing.

Jescina Evert
Accounting Coordinator
Responsible for day to day accounting and transaction processing.

The location staff responsible for the day to day operations in Austin are:

Roy W Ryman
Location Manager
Responsible for oversight of location Fleet, Customer Service and Sales and Marketing Activities. Key contact for City of Austin for local issues.

Curt Rodda
Fleet Coordinator
Responsible for the daily fleet activities and general maintenance and tracking of all vehicles.

Grace Glenewinkel
Customer Service Coordinator
Responsible for coordinating local member service efforts.

Jay Perrett
Sales and Marketing Coordinator
Responsible for the local sales and marketing efforts in Austin.

Resume for Key Personnel

Nicholas Cole, President & CEO car2go N.A. LLC and car2go Canada Ltd.

Nicholas Cole was named President & CEO of car2go N.A. LLC on September 1, 2009. As the head of this newly formed company, he is responsible for developing car2go operations in North America.

Mr. Cole joined Daimler Trucks North America in 1997 when the Sterling Truck brand was introduced to the market. Subsequently, he has held a number of positions including Director of Vocational Sales and most recently, General Manager of Sterling Truck Corporation's Southeast Region. Prior to Daimler, Mr. Cole had experience in the financial arena and with a national logistics services company.

Mr. Cole was born in Wyandotte, Michigan. He received his B.S. in Finance from Miami University in Oxford, Ohio. He currently resides in Austin with his wife Heather and two daughters.

William Knapp, Chief Operating Officer of car2go N.A., LLC and Vice President of car2go Canada Ltd.

William. Knapp, reporting directly to the President and CEO is responsible for leading the expansion efforts for car2go in North America and to oversee day to day operations of existing car2go locations.

Mr. Knapp joined car2go at its inception in North America in early 2009 and was involved in all aspects of the establishment of car2go in North America. William created the initial operational policies and procedures for the pilot operations in Austin, TX and currently advises new car2go locations on the adaptation and adoption of operational guidelines at each location.

Mr. Knapp's vast array of previous experience has been a vital asset in his role as COO. In his previous roles he held a variety of positions with the Daimler Trucks North America organization including roles in the National Accounts, Regional Sales, Product Marketing and Competitive Pricing groups. William started his career at Enterprise-Rent-A-Car in Northern California gaining valuable retail and fleet management experience.

Mr. Knapp was born and raised in Northern California and attended the University of Nevada, Reno where he received a BS in Business Administration. He currently resides in the Austin, TX area with his wife and two daughters.

Michael Mikos, Chief Financial Officer car2go N.A., LLC and car2go Canada Ltd.

Michael Mikos was named Chief Financial Officer of car2go N.A., LLC on April 1, 2011. As CFO, he is responsible for overall financial management and corporate compliance.

Mr. Mikos joined Daimler Trucks of North America in 2005 at Sterling Trucks as a Financial Project Analyst. In the following years, he held several positions most recently Project Manager Revenue Enhancement. Prior to coming to Daimler, Mr. Mikos gained experience at a financial services company and heavy duty truck manufacturer.

Mr. Mikos was born in Chicago, Illinois. He received his MBA from DePaul University's Kellstadt School of Business in Chicago, IL and his B.S. in Actuarial Sciences from the University of Illinois in Champaign, Illinois. He currently resides in Austin, Texas with his wife Stacy and two daughters.

John "Paul" DeLong, Director of Marketing and Sales North America

John DeLong is responsible for the overseeing the development and execution of car2go's Sales and Marketing plans in North America.

Mr. DeLong joined the car2go team in May of 2009 and reports directly to the President and CEO. His involvement was integral to the success of the initial car2go launch in Austin, TX and shares that experience working closely with each new car2go location in the development of Sales and Marketing plans. John draws on a variety of experiences in the sales and marketing field having held a variety of roles at Daimler Trucks North America, including roles in Regional Sales, Product Marketing and Sales Engineering. Prior to joining Daimler, John acquired retail and fleet management experience working for Enterprise-Rent-A-Car.

Mr. DeLong was born in Cleveland, Ohio and graduated from the Ohio University. He currently resides in the Austin, TX area with his wife Cindy and his two children.

Katie Stafford, Communications Manager, car2go N.A. LLC and car2go Canada Ltd.

Katie Stafford was named car2go Communications Manager for North America in May 2011. In this position, Ms. Stafford is responsible for the coordination and supervision of all North American communication activities for car2go N.A. LLC and car2go Canada Ltd. She is a spokesperson for car2go in North America and reports directly to the President and CEO.

Prior to joining Daimler, Ms. Stafford worked in corporate and brand development in New York City, and formerly as a media and public relations agent for companies in the renewable energy industry. She graduated from Emerson College in Boston, MA with a M.A. in Global Marketing Communications & Branding and with a B.S. in Corporate Communications & Public Relations from Elizabethtown College, in Elizabethtown, PA.

Ms. Stafford was born in Lancaster, PA and currently resides in Austin, TX with her husband.

Roy W Ryman, Location Manager, car2go Austin

Roy Ryman reports directly to William Knapp and is responsible for overseeing the day to day operations in Austin.

Mr. Ryman joined car2go as the Austin Fleet Manager in January of 2010 and was responsible for the upkeep and maintenance of all of all the vehicles in Austin. Mr. Ryman was promoted to Austin Location Manager in January 2011 and is now responsible for managing the fleet, customer service, and sales and marketing for car2go Austin.

Mr. Ryman was born and raised in Wadsworth, TX and has been a resident of Austin since 2000. He has extensive work experience in the automotive field, finances, customer service and sales.

Curt Rodda, Fleet Coordinator, car2go Austin

Curt Rodda is directly responsible for the daily operations with the local fleet. He oversees and tracks the general maintenance and ensures all vehicles are operating properly and safely.

Mr. Rodda joined the car2go team after an internship with the local office in February 2011. He was involved in the launch of the new car2go hardware and the addition of one-hundred vehicles to the Austin fleet in March 2011. His experience and extensive knowledge about the car2go technology has allowed him to share what he has learned with new up and coming car2go locations. Mr. Rodda's technical background and interest in automotive systems has allowed him to play a key role in car2go's fleet management.

Mr. Rodda was born in Albuquerque, NM and attended the University of Texas at Austin where he studied Astronomy and Physics. He now resides in Austin, TX.

Grace Glenewinkel, Customer Service Coordinator, car2go Austin

Grace Glenewinkel is responsible for coordinating the member service efforts for car2go Austin.

Ms. Glenewinkel joined the car2go team in October 2009 under the title of Office Manager. She served as executive and local support during pilot operations and the public launch in Austin, TX. In November 2010 she was named Customer Service Coordinator of car2go Austin. In this role she has fostered relationships with many Austin businesses and individuals, as well as assisted in formulating guidelines for company operations. As Customer Service Coordinator, Ms. Glenewinkel reports directly to Roy Ryman.

Ms. Glenewinkel was born in Houston, TX and graduated from the University of Texas at Austin with a B.S. in Public Relations. She currently resides in the Austin, TX area.

Jay Perrett, Sales and Marketing Coordinator, car2go Austin

Jay Perrett is responsible for marketing and sales at car2go Austin, including gaining new members and promoting use of the service among existing members. He also oversees the State of Texas and corporate accounts in Austin.

Mr. Perrett joined the car2go project in Austin during the fall of 2009 as an intern, and he assisted with the day to day operations and marketing duties during the initial pilot phase. Upon graduating, he took the position of Marketing and Sales Coordinator.

Mr. Perrett was born in Atlanta, Georgia, and graduated from the University of Texas at Austin. He currently resides in the Austin, TX area.

Barbara Deichmann, Accounting Coordinator, car2go N.A. LLC and car2go Canada Ltd.

Barbara Deichmann reports directly to the Chief Financial Officer of car2go N.A., LLC. As the Accounting Coordinator, she is responsible for all internal accounting functions.

Barbara joined car2go N.A., LLC in November of 2009. Previously, she was involved in the manufacturing and software sides of the signage industry.

Barbara was born and raised in the Austin area and attended Texas State University-San Marcos. She currently resides in the Austin, TX area.

Jescina Evert, Accounting Coordinator

Jescina Evert, reporting directly to the Chief Financial Officer of car2go N.A. LLC, is responsible for the accounting and financial reporting functions for the company.

Ms. Evert joined car2go N.A., LLC in January 2011. Prior to coming to Daimler, Jescina gained experience at a financial services company and a non-profit organization.

Mrs. Evert was born and raised in Spokane, WA. She currently resides in Austin, Texas with her husband and two children.

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JSD0112
FOR
Car-Share Austin Program**

State of Texas

County of Travis

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

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

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

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

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

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

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

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


OFFEROR'S EXPLANATION:

Contractor's Name: car2go NA, LLC

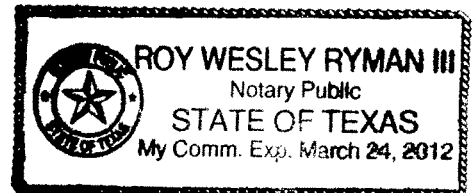
Printed
Name: William Knapp

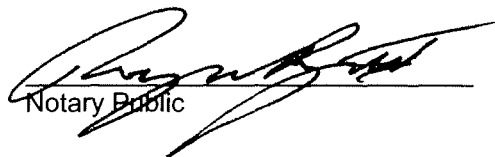
Title Chief Operating Officer

Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 19 day of September 2011.




Notary Public

My Commission Expires March 24, 2012

Part VIII – Proposal Acceptance Period

The proposal contained in this response shall remain valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date of September 19, 2011.

Part IX – Proprietary Information

car2go NA, LLC acknowledges that all material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. Any information that should not to be disclosed will be identified and marked proprietary at time of submittal. car2go NA, LLC further acknowledges, the City will, to the extent allowed by law, endeavor to protect such information from disclosure and that the final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Part X – Authorized Negotiator

The following parties are authorized to negotiate with the City of Austin on behalf of car2go NA, LLC:

William Knapp
Chief Operating Officer
1717 w. 6th, Suite 425
Austin, TX 78703
(512) 428-6233

Nicholas Cole
President and CEO
1717 w. 6th, Suite 425
Austin, TX 78703
(512) 428-6233

Addendum

Exceptions to Standard Purchase Contract

The following items of Section 0300 of the Standard Purchase Terms and Conditions would need to be negotiated due to content or applicability as part of the contracting process:

- Paragraph 3 – Contractor to Package Deliverables
- Paragraph 4 – Shipment under Reservation Prohibited
- Paragraph 5 – Title and Risk of Loss
- Paragraph 6 – Delivery Terms and Transportation Costs
- Paragraph 7 – Right of Inspection and Rejection
- Paragraph 8 – No Replacement of Defective Tender
- Paragraph 9 – Place and Condition of Work
- Paragraph 10 – Workforce
- Paragraph 11 – Compliance with Health Safety and Environmental Regulations
- Paragraph 19 (a) – Warranty - Price
- Paragraph 20 – Warranty - Title
- Paragraph 21 – Warranty - Deliverables
- Paragraph 22 – Warranty - Services
- Paragraph 28 – Termination without Cause
- Paragraph 32 – Insurance
- Paragraph 36 – No Warranty by City Against Infringements
- Paragraph 38 – Ownership and Use of Deliverables

Exceptions to Supplemental Purchase Provisions

The following items of Section 0400 of the Supplemental Purchase Provisions would need to be negotiated due to content or applicability as part of the contracting process:

- Paragraph 2 – Insurance Requirements
- Paragraph 3 (b) – Term of Contract

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

SOLICITATION NO. JSD0112

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

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

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

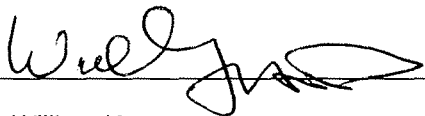
Employee Name	Employee Job Title
Roy W Ryman	Location Manager
Curt Rodda	Fleet Coordinator
Grace Glenewinkel	Customer Service Coordinator
Jay Perrett	Sales and Marketing Coordinator
Barbara Deichmann	Accounting Coordinator

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

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

Contractor's Name: car2go N.A., LLC

Signature of Officer
or Authorized
Representative:



Date: 9/19/2011

Printed Name: William Knapp

Title: Chief Operating Officer


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

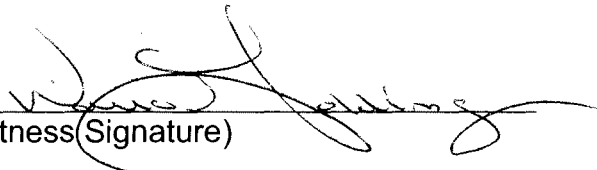
Contract Number: JSD0112	Description of Services: Car-Share Austin Program
Contractor Name: Insert Contractor's Name car2go N.A., LLC	

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

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

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

Employee's Title: Insert Employee's Title Location Manager	
Signature of Employee 	Date 9/19/2011
Type or Print Name Insert Employee's Name Roy Ryman	


(Witness Signature)

Dana Golding
(Printed Name)


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

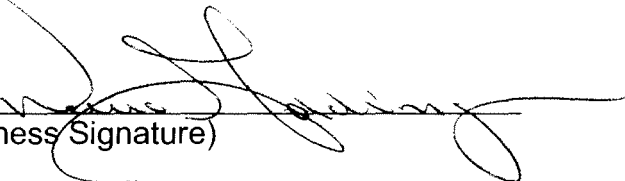
Contract Number: JSD0112	Description of Services: Car-Share Austin Program
Contractor Name: Insert Contractor's Name car2go N.A., LLC	

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

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

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

Employee's Title: Insert Employee's Title Fleet Coordinator 	
Signature of Employee	Date 9/19/2011
Type or Print Name Insert Employee's Name Curt Rodda	


(Witness Signature)

Dana Goding
(Printed Name)

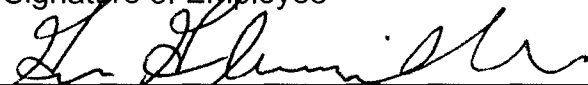
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

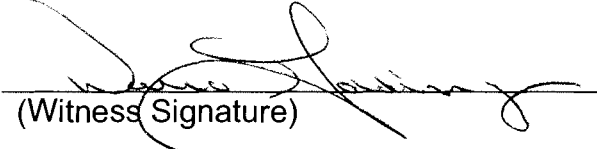
Contract Number: JSD0112	Description of Services: Car-Share Austin Program
Contractor Name: Insert Contractor's Name car2go N.A., LLC	

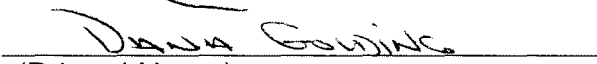
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees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

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

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

Employee's Title: Insert Employee's Title Customer Service Coordinator	
Signature of Employee 	Date 9/19/2011
Type or Print Name Insert Employee's Name Grace Glenewinkel	


(Witness Signature)


(Printed Name)

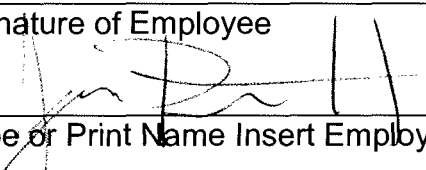
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

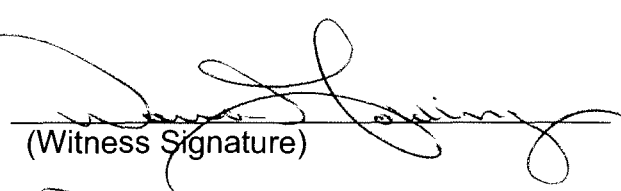
Contract Number: JSD0112	Description of Services: Car-Share Austin Program
Contractor Name: Insert Contractor's Name car2go N.A., LLC	


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

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

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

Employee's Title: Insert Employee's Title Sales and Marketing Coordinator	
Signature of Employee 	Date 9/19/2011
Type or Print Name Insert Employee's Name Jay Perrett	


(Witness Signature)


(Printed Name)


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

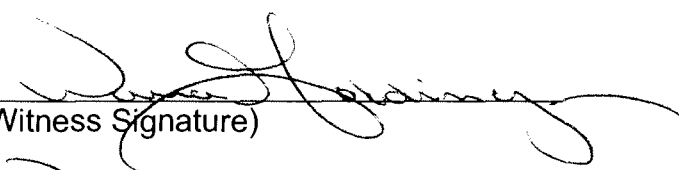
Contract Number: JSD0112	Description of Services: Car-Share Austin Program
Contractor Name: Insert Contractor's Name car2go N.A., LLC	

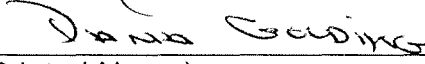
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees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

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

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

Employee's Title: Insert Employee's Title Accounting Coordinator	
Signature of Employee 	Date 9/19/2011
Type or Print Name Insert Employee's Name Barbara Deichmann	


(Witness Signature)


(Printed Name)

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

SOLICITATION NUMBER: JSD0112

PROJECT NAME: Car-Share Austin Program

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

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

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

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

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

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

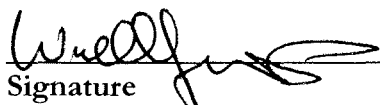
I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

car2go N.A., LLC

Company Name

William J. Knapp - Chief Operating Officer

Name and Title of Authorized Representative (Print or Type)



Signature

9/19/2011

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: JSD0112

PROJECT NAME: Car-Share Austin Program

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	car2go N.A., LLC		
Address	1717 W. 6th Street, Suite 425		
City, State Zip	Austin, TX 78703		
Phone	512.428.6233	Fax Number	512.992.2709
Name of Contact Person	William Knapp		
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.

William Knapp - Chief Operating Officer

Name and Title of Authorized Representative (Print or Type)

9/19/2011

Signature

Date

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

Sub-Contractor/Consultant	Pretty Clean Auto Detailing		
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	PRE8321190		
Contact Person	Bridget Thomas	Phone Number:	512-386-8986
Amount of Subcontract	\$ 21,000 per month		
List commodity codes & description of services	Automobile cleaning services		

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

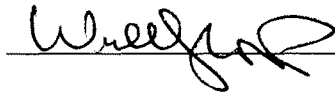
City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. JSD0112

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

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

Contractor's Name: car2go NA, LLC

Signature of Officer
or Authorized
Representative:



Date: 09/19/2011

Printed Name: William Knapp

Title: Chief Operating Officer

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. JSD0112

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 19th day of September, 2011

CONTRACTOR

car2go N.A., LLC

Authorized Signature



Title

Chief Operating Officer

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JSD0112

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

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

Answer: Resident Bidder

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (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: _____ Which State: _____

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

Answer: _____

Bidder's Name: car2go N.A., LLC

Signature of Officer or
Authorized
Representative:

 _____

Date: 9/19/2011

Printed Name: William Knapp

Title: Chief Operating Officer



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: CAR-SHARE AUSTIN PROGRAM
RFP NO. JSD0112 - ADDENDUM NO. 1
DATE OF ADDENDUM 9/2/2011

This Request for Proposal is hereby amended to incorporate the following:

1. A conference call line will be available for vendors who can not be physically present for the Pre-Proposal Conference scheduled for 9/7/2011 at 1:00 PM. Please email your request to participate via conference call to Jeffery.dilbert@austintexas.gov or fax your request to 512-974-2651 and you will be provided specific call-in instructions.
2. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

Car2go NA LLC [Signature] 9/19/2011
BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: CAR-SHARE AUSTIN PROGRAM
RFP NO. JSD0112 - ADDENDUM NO. 2
DATE OF ADDENDUM 9/12/2011

This Request for Proposal is hereby amended to incorporate the following:

3. The following documents are hereby attached to the solicitation:
 - The additional written questions received and the answers thereto
 - Pre-Proposal Sign In Sheet
 - Miles Driven by COA by Department 2011 Attachment
 - Value of COA Rentals by Department 2011 Attachment
4. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

Car2go NA LLC Walter 9/19/2011
BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: CAR-SHARE AUSTIN PROGRAM
RFP NO. JSD0112 - ADDENDUM NO. 3
DATE OF ADDENDUM 9/13/2011

This Request for Proposal is hereby amended to incorporate the following:

5. The following documents are hereby attached to the solicitation:
 - The additional written questions received and the answers thereto
6. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

Carzen NALC Wesley D 9/19/2011
BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL.



Amendment No. 8
to
Contract No. NR120000001
for
Car-Share Austin Program
between
Car2go N.A., LLC
and the
City of Austin

1. The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

- 1.1 Delete in its entirety Section 3.1 and replace with the following:

Contract Amount. This is a revenue contract. The Contractor shall submit monthly payments to the City of Austin based upon the rates below. Total monthly revenue is calculated as:

The Proposed Monthly Rate per Parking Type (indicated below) times the number of spaces:

Parking Type	Proposed Monthly Rate
Downtown Metered Dedication	\$325
Outside Downtown Metered Dedication	\$260
Not metered on Street Dedicated	\$75
COA Off-street Dedicated	\$125

and

the Proposed Monthly Rate per Parking Type (indicated below) times the number of vehicles:

Parking Type	Proposed Monthly Rate
Non-dedicated (metered and non-metered on street parking access)	\$50
Floating Special Event spaces	\$217

The number of spaces and number of vehicles associated with each Parking Type are subject to change. The Contractor and the City's Contract Manager shall review and mutually agree upon in writing, the number of spaces and number of vehicles.

In addition, the Contractor and City's Contract Manager shall mutually agree in writing to each location and space utilized under this Contract.

- 1.2 Delete in its entirety Exhibit C.

2. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 8 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Cynthia Gonzales

Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

Signature: [Signature]

Printed Name: Don Carlos Williams

Title: CFO COO

Authorized Representative
Car2go, N.A., LLC

12/13/13
Date

12/9/13 12/19/13
Date



Amendment No. 7
of
Contract No. NR120000001
for
Car-Share Austin Program
between
Car2go N.A., LLC ("Contractor")
and the
City of Austin ("City")

1.0 The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

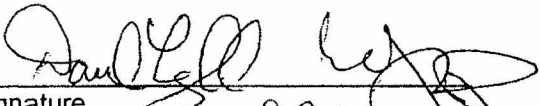
1.1 The following shall be added as Section 3.4 to the Contract:

"From time to time the City may grant Contractor temporary additional parking spaces during special events being held in the City. Compensation to the City for such temporary spaces shall be at the rates currently in effect in the Contract. Contractor shall include a summary of the spaces used during the prior month, in their monthly revenue payments set forth in Section 3.2."

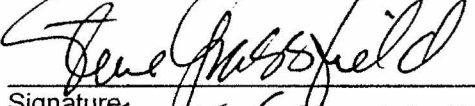
2.0 All other terms and conditions of the Contract remain the same.

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

Car2go N.A., LLC

Signature: 
Name: Dan Langford
Title: CEO
Date: 8/20/13

City of Austin

Signature: 
Name: STEVE GRASSFIELD
Title: PARKING ENTERPRISE MGR.
Date: 8/9/2013



Amendment No. 6
to
Contract No. NR120000001
for
Car-Share Austin Program
Between
Car2go N.A., LLC
and the
City of Austin

1.0 The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

1.1 Delete in its entirety Section 3.1 and replace with the following:

Contract Amount. This is a revenue contract. The Contractor shall submit monthly payments to the City of Austin based upon the following schedule. 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:

Parking Type	Proposed Monthly Rate	Number of Spaces	Monthly Revenue
Downtown Metered Dedication	\$325.00	16	\$5,200.00
Outside Downtown Metered Dedication	\$260.00	13	\$3,380.00
Not metered on Street Dedicated	\$75.00	7	\$525.00
COA Off-street Dedicated	\$125.00	6	\$750.00
Proposed Monthly Rate		Number of Vehicles	
Non-dedicated (metered and non-metered on street parking access)	\$50.00	309	\$15,450.00
Estimated Total per Month			\$25,305.00

1.2 Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin June 1, 2013.

1.3 Add the following provision as Section 6.25:

TRADEMARKS: The City acknowledges and agrees that the words "Mercedes-Benz," "Mercedes," "Maybach," and "Smart" and the Three-Pointed Star Within a Circle, "car2go", the

Maybach logo, the Smart logo and the car2go logo are the solely owned and validly registered trademarks and trade names of Daimler AG, the indirect parent company of car2go LLC. The City recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names; provided, however, the City may use the car2go trademark and logo in marketing/advertising materials under this Contract but only upon the prior written approval of car2go.

1.4 Add the following provision as Section 6.26:

The City is obliged to adhere to all laws and regulations applicable to the activities related to this Contract.

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 6 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Cynthia Gonzales
Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

Date

6/5/13

Signature: Dan Clarys
Printed Name: Dan Clarys
Title: CEO
Authorized Representative
Car2go, N.A., LLC

Date

5/29/13

Attachment

Exhibit C - Dedicated Parking Spaces

Exhibit C - Dedicated Parking Spaces

<u>Location</u>	<u>Metered Zone</u>	<u>Spaces*</u>	<u>Meter Numbers</u>
800 W. 5th Street	Downtown	2	801 & 803
900 W. 2nd Street	Downtown	1	Pay Station Area
600 E. 6th Street	Downtown	1	624
12th and Rio Grande	Outside Downtown	2	611 & 613
9th and Guadalupe	Downtown	3	801, 803 & 805
2300 San Antonio	Outside Downtown	2	2305 & 2307
9th and Colorado	Downtown	1	800
2nd and Colorado	Downtown	1	Pay Station Area
200 E. 9th Street	Downtown	1	Pay Station Area
23rd and Rio Grande	Outside Downtown	2	Pay Station Area
Dean Keaton and Whitis	Outside Downtown	1	Pay Station Area
25th and Guadalupe	Outside Downtown	2	Pay Station Area
27th and Guadalupe	Outside Downtown	2	Pay Station Area
4th and Neches (Train Station)	Downtown	3	Pay Station Area
11th and Red River	Outside Downtown	1	Pay Station Area
University Ave, North of MLK	Outside Downtown	1	Pay Station Area
6th and Brazos	Downtown	1	Pay Station Area
5th and Lavaca	Downtown	1	Not-Metered Parallel Space
Gibson and S. Congress	Not Metered	1	Not-Metered Parallel Space
Treadwell and S. Lamar	Not Metered	1	Not-Metered Parallel Space
East 11th and Waller	Not Metered	1	Not-Metered Parallel Space
East 6th and Medina	Not Metered	1	Not-Metered Parallel Space
41st Street, near Hancock Center	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Hula Hut	Not Metered	1	Not-Metered Parallel Space
Cesar Chavez and Comal	Not Metered	1	Not-Metered Parallel Space
Rainey St. and Cummings	Downtown	1	Pay Station Area
Austin Convention Center	COA Off-street	2	COA Off-street
One Texas Center	COA Off-street	4	COA Off-street
TOTAL SPACES		42	

*Requested Dedicated Spaces (Marked Back in Angle Spaces or Parallel space 8'6" wide by 22' long)



May 29th, 2013

car2go N.A., LLC
1717 W 6th St
STE 425
Austin, TX 78703

Attention: City of Austin

Re: car2go N.A., LLC ("car2go")
City of Austin ("COA")

To whom it may concern:

Enclosed please find two (2) copies of the subject Amendment No. 6 for car2go for execution. Kindly ensure that an authorized signing officer of COA signs all agreements stating their official capacity within the company and mail one signed original back to our office at the above address.

Please have executed documents returned no later than June 7th, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Cene Hale", written over a horizontal line.

Cene Hale
Procurement Specialist
car2go N.A. LLC
car2go Canada Ltd.
(512) 428 – 6233
Cene.Hale@daimler.com



CAR SHARE ON-STREET REQUEST FORM

TRANSPORTATION DEPT.
PARKING ENTERPRISE DIVISION
1111 RIO GRANDE ST.
AUSTIN, TX. 78701

REVIEWER:

Eva M. Moore
Engineering Associate B.
512-974-7671

Eva.moore@austintexas.gov

CAR SHARE COMPANY	CONTACT NAME (INITIAL & APPROVE)	CONTACT NUMBER	REQUEST DATE:	ON-STREET DATE	BEGIN BILL DATE:
Car2Go	Dana Golding	512-480-0813	4/17/2013	N/A	6/1/2013

LOCATION OF SPACES	INSTALL	REMOVE	QUANTITY	CORNER QUADRANT:	CURB SIDE:	SPACE PRICE:	TOTAL
Totaled Vehicle						\$50.00	(50.00)

FINANCE APPROVAL:

Employee
Title
Phone
Email

Subtotal	
Previous Amount	\$25,355.00
Adjusted Amount	-\$50.00
New Contract Amount	\$25,305.00

PURCHASING APPROVAL:

Employee Cynthia Gonzales
Title Corp. Contract Compliance Manager
Phone 512-974-1905
Email Cynthia.Gonzales2@austintexas.gov



Amendment No. 5
to
Contract No. NR120000001
for
Car-Share Austin Program
Between
Car2go N.A., LLC
and the
City of Austin

1.0 The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

1.1 Delete in its entirety Section 3.1 and replace with the following:

Contract Amount. This is a revenue contract. The Contractor shall submit monthly payments to the City of Austin based upon the following schedule. 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:

Parking Type	Proposed Monthly Rate	Number of Spaces	Monthly Revenue
Downtown Metered Dedication	\$325.00	16	\$5,200.00
Outside Downtown Metered Dedication	\$260.00	13	\$3,380.00
Not metered on Street Dedicated	\$75.00	7	\$525.00
COA Off-street Dedicated	\$125.00	6	\$750.00
Proposed Monthly Rate		Number of Vehicles	
Non-dedicated (metered and non-metered on street parking access)	\$50.00	310	\$15,500.00
Estimated Total per Month			\$25,355.00

1.2 Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin April 1, 2013.

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 5 is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Cynthia Gonzales

Corporate Contract Compliance Manager

City of Austin

Purchasing Office

3/22/13

Date

Signature: _____

Printed Name: Michael Miles

Title: Strategist

Authorized Representative

car2go, N.A., LLC

3/14/13

Date

Signature: _____

Printed Name: William Kopp

Title: COO

Authorized Representative

car2go, N.A., LLC

3/14/13

Date

Attachment

Exhibit C - Dedicated Parking Spaces



Amendment No. 4
to
Contract No. NR120000001
for
Car-Share Austin Program
Between
Car2go N.A., LLC
and the
City of Austin

1.0 The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

1.1 Delete in its entirety Section 3.1 and replace with the following:

Contract Amount. This is a revenue contract. The Contractor shall submit monthly payments to the City of Austin based upon the following schedule. 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:

Parking Type	Proposed Monthly Rate	Number of Spaces	Monthly Revenue
Downtown Metered Dedication Outside	\$325.00	14	\$4,550.00
Downtown Metered Dedication Not metered on Street Dedicated COA Off-street Dedicated	\$260.00	13	\$3,380.00
Not metered on Street Dedicated COA Off-street Dedicated	\$75.00	9	\$675.00
Proposed Monthly Rate	\$125.00	6	\$750.00
Non-dedicated (metered and non-metered on street parking access)	\$50.00	311	\$15,550.00
Estimated Total per Month			\$24,905.00

1.2 Delete in its entirety Exhibit C and replace with the attached Exhibit C. The change in monthly billing will begin February 1, 2013.

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 4 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Cynthia Gonzales
Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

2/22/13
Date

Attachment

Exhibit C - Dedicated Parking Spaces

Signature: Don England
Printed Name: Don England
Title: CEO
Authorized Representative
Car2go, N.A., LLC

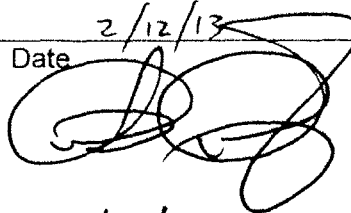
2/12/13
Date

2/12/13

Exhibit C - Dedicated Parking Spaces

Location	Metered Zone	Spaces*	Meter Numbers
800 W. 5th Street	Downtown	2	801 & 803
500 West St.	Downtown	2	500 & 502
12th and Rio Grande	Outside Downtown	2	611 & 613
9th and Guadalupe	Downtown	3	801, 803 & 805
2300 San Antonio	Outside Downtown	2	2305 & 2307
9th and Colorado	Downtown	1	800
2nd and Colorado	Downtown	1	Pay Station Area
Red River, North of Clyde Littlefield	Outside Downtown	2	Pay Station Area
23rd and Rio Grande	Outside Downtown	2	Pay Station Area
Dean Keaton and Whitis	Outside Downtown	1	Pay Station Area
27th and Guadalupe	Outside Downtown	2	Pay Station Area
4th and Trinity	Downtown	2	Pay Station Area
Trinity and 4th	Downtown	1	Pay Station Area
11th and Red River	Outside Downtown	1	Pay Station Area
University Ave, North of MLK	Outside Downtown	1	Pay Station Area
6th and Brazos	Downtown	1	Pay Station Area
5th and Lavaca	Downtown	1	Not-Metered
Gibson and S. Congress	Not Metered	1	Parallel Space
Treadwell and S. Lamar	Not Metered	1	Not-Metered
East 11th and Waller	Not Metered	1	Parallel Space
East 6th and Medina	Not Metered	1	Not-Metered
41st Street, near Hancock Center	Not Metered	1	Parallel Space
Lake Austin Blvd, near Hula Hut	Not Metered	1	Not-Metered
Lake Austin Blvd, near Jogging Trail	Not Metered	1	Parallel Space
Cesar Chavez and Comal	Not Metered	1	Not-Metered
Rainey St. and Cummings	Not Metered	1	Parallel Space
Ralph Albenado	COA Off-street	2	COA Off-street
One Texas Center	COA Off-street	4	COA Off-street
TOTAL SPACES		42	

*Requested Dedicated Spaces (Marked Back in Angle Spaces or Parallel space 8'6" wide by 22' long)



Amendment No. 3
to
Contract No. NR120000001
for
Car-Share Austin Program
between
Car2go N.A., LLC
and the
City of Austin, Texas

1.0 The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

1.1 Delete the table in Item 1.1 of Amendment No. 2 in its entirety and replace with the following:

Parking Type	Proposed Monthly Rate	Number of Spaces	Monthly Revenue
Downtown Metered Dedication	\$325.00	14	\$4,550.00
Outside Downtown Metered Dedication	\$260.00	13	\$3,380.00
Not metered on Street Dedicated	\$75.00	9	\$675.00
COA Off-street Dedicated	\$125.00	6	\$750.00
	Proposed Monthly Rate	Number of Vehicles	
Non-dedicated (metered and non-metered on street parking access)	\$50.00	312	\$15,600.00
Estimated Total per Month			\$24,955.00

2.0 All other terms and conditions of this contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, Amendment No. 3 is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Cynthia Gonzales

Corporate Contract Compliance Manager

City of Austin

Purchasing Office

Date

9/26/12

Signature: _____

Printed Name: _____

Title: _____

Authorized Representative

Car2go N.A., LLC

Date

9/26/12



Amendment No. 2
to
Contract No. NR120000001
for
Car-Share Austin Program
between
Car2go N.A., LLC
and the
City of Austin, Texas

1.0 The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

1.1 Delete the table in Item 1.1 of Amendment No. 1 in its entirety and replace with the following:

Parking Type	Proposed Monthly Rate	Number of Spaces	Monthly Revenue
Downtown Metered Dedication	\$325.00	14	\$4,550.00
Outside Downtown Metered Dedication	\$260.00	13	\$3,380.00
Not metered on Street Dedicated	\$75.00	9	\$675.00
COA Off-street Dedicated	\$125.00	6	\$750.00
	Proposed Monthly Rate	Number of Vehicles	
Non-dedicated (metered and non-metered on street parking access)	\$50.00	313	\$15,650.00
Estimated Total per Month			\$25,005.00

2.0 All other terms and conditions of this contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, Amendment No. 2 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Cynthia Gonzales
Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

9/4/12
Date

Signature: [Signature]
Printed Name: Dana Golding
Title: Location Manager
Authorized Representative
Car2go N.A., LLC

8/31/12
Date



Amendment No. 1
to
Contract No. NR120000001
for
Car-Share Austin Program
Between
Car2go N.A., LLC
and the
City of Austin

1.0 The above referenced Contract is amended as follows in accordance with Section 6.15, Modifications:

1.1 Delete in its entirety Section 3.1 and replace with the following:

Contract Amount. This is a revenue contract. The Contractor shall submit monthly payments to the City of Austin based upon the following schedule. 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:

Parking Type	Proposed Monthly Rate	Number of Spaces	Monthly Revenue
Downtown Metered Dedication	\$325.00	14	\$4,550.00
Outside Downtown Metered Dedication	\$260.00	13	\$3,380.00
Not metered on Street Dedicated	\$75.00	9	\$675.00
COA Off-street Dedicated	\$125.00	6	\$750.00
Non-dedicated (metered and non-metered on street parking access)	\$50.00	302	\$15,100.00
Estimated Total per Month			\$24,455.00

1.2 Delete in its entirety Exhibit C and replace with the attached Exhibit C dated June 1, 2012. The change in monthly billing will begin June 1, 2012.

2.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Cynthia Gonzales
Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

5/14/12
Date

Signature: Dana Golding
Printed Name: Dana Golding
Title: Location MGR
Authorized Representative
Car2go, N.A., LLC

5/14/12
Date

Attachment

Exhibit C - Dedicated Parking Spaces, June 1, 2012

Exhibit C
Dedicated Parking Spaces
June 1, 2012

Location	Metered Zone	Spaces*	Meter Numbers
800 W. 5th Street	Downtown	2	801 & 803
500 West St.	Downtown	2	500 & 502
12th and Rio Grande	Outside Downtown	2	611 & 613
9th and Guadalupe	Downtown	3	801, 803 & 805
2300 San Antonio	Outside Downtown	2	2305 & 2307
9th and Colorado	Downtown	1	800
2nd and Colorado	Downtown	1	Pay Station Area
Red River, North of Clyde Littlefield	Outside Downtown	2	Pay Station Area
23rd and Rio Grande	Outside Downtown	2	Pay Station Area
Dean Keaton and Whitis	Outside Downtown	1	Pay Station Area
27th and Guadalupe	Outside Downtown	2	Pay Station Area
4th and Trinity	Downtown	2	Pay Station Area
Trinity and 4th	Downtown	1	Pay Station Area
11th and Red River	Outside Downtown	1	Pay Station Area
University Ave, North of MLK	Outside Downtown	1	Pay Station Area
6th and Brazos	Downtown	1	Pay Station Area
5th and Lavaca	Downtown	1	Not-Metered Parallel Space
Gibson and S. Congress	Not Metered	1	Not-Metered Parallel Space
Treadwell and S. Lamar	Not Metered	1	Not-Metered Parallel Space
East 11th and Waller	Not Metered	1	Not-Metered Parallel Space
East 6th and Medina	Not Metered	1	Not-Metered Parallel Space
41st Street, near Hancock Center	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Hula Hut	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Jogging Trail	Not Metered	1	Not-Metered Parallel Space
Cesar Chavez and Comal	Not Metered	1	Not-Metered Parallel Space
Rainey St. and Cummings	Not Metered	1	Not-Metered Parallel Space
Ralph Albenado	COA Off-street	2	COA Off-street
One Texas Center	COA Off-street	4	COA Off-street
TOTAL SPACES		42	

W 9
METRO STATION

*Requested Dedicated Spaces (Marked Back in Angle Spaces or Parallel space 8'6" wide by 22' long)



CAR SHARE ON-STREET REQUEST FORM

TRANSPORTATION DEPT.
PARKING ENTERPRISE DIVISION
1111 RIO GRANDE ST.
AUSTIN, TX. 78701

REVIEWER:

Eva M. Moore
Engineering Associate B.
512-974-7671

Eva.moore@austintexas.gov

CAR SHARE COMPANY	CONTACT NAME: (INITIAL & APPROVE)	CONTACT NUMBER	REQUEST DATE:	ON-STREET DATE	BEGIN BILL DATE:
Car2Go	Dana Golding	512-480-0813	5/1/2012	May-12	Jun-12

LOCATION OF SPACES	INSTALL	REMOVE	QUANTITY	CORNER QUADRANT:	CURB SIDE:	SPACE PRICE:	TOTAL
5th and Lavaca	x		1	SW	West	\$325.00	\$325.00
Comal & Cesar Chavez	x		1	SW	West	\$75.00	\$75.00
6th and Brazos	x		1	NE	East	\$325.00	\$325.00
Rainey St. & Cummings	x		1	NE	East	\$75.00	\$75.00
City Hall Garage		x	4			\$125.00	-\$500.00
							\$0.00
							\$0.00

FINANCE APPROVAL:

Employee
Title
Phone
E-mail

Subtotal	\$300.00
Previous Amount	\$24,155.00
Adjusted Amount	\$300.00
New Contract Amount	\$24,455.00

PURCHASING APPROVAL:

Employee
Title
Phone
E-mail

Exhibit C
Dedicated Parking Spaces
June 1, 2012

<u>Location</u>	<u>Metered Zone</u>	<u>Spaces*</u>	<u>Meter Numbers</u>
800 W. 5th Street	Downtown	2	801 & 803
500 West St.	Downtown	2	500 & 502
12th and Rio Grande	Outside Downtown	2	611 & 613
9th and Guadalupe	Downtown	3	801, 803 & 805
2300 San Antonio	Outside Downtown	2	2305 & 2307
9th and Colorado	Downtown	1	800
2nd and Colorado	Downtown	1	Pay Station Area
Red River, North of Clyde Littlefield	Outside Downtown	2	Pay Station Area
23rd and Rio Grande	Outside Downtown	2	Pay Station Area
Dean Keaton and Whitis	Outside Downtown	1	Pay Station Area
27th and Guadalupe	Outside Downtown	2	Pay Station Area
4th and Trinity	Downtown	2	Pay Station Area
Trinity and 4th	Downtown	1	Pay Station Area
11th and Red River	Outside Downtown	1	Pay Station Area
University Ave, North of MLK	Outside Downtown	1	Pay Station Area
6th and Brazos	Downtown	1	Pay Station Area
5th and Lavaca	Downtown	1	Not-Metered Parallel Space
Gibson and S. Congress	Not Metered	1	Not-Metered Parallel Space
Treadwell and S. Lamar	Not Metered	1	Not-Metered Parallel Space
East 11th and Waller	Not Metered	1	Not-Metered Parallel Space
East 6th and Medina	Not Metered	1	Not-Metered Parallel Space
41st Street, near Hancock Center	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd. near Hula Hut	Not Metered	1	Not-Metered Parallel Space
Lake Austin Blvd, near Jogging Trail	Not Metered	1	Not-Metered Parallel Space
Cesar Chavez and Comal	Not Metered	1	Not-Metered Parallel Space
Rainey St. and Cummings	Not Metered	1	Not-Metered Parallel Space
Ralph Albenado	COA Off-street	2	COA Off-street
One Texas Center	COA Off-street	4	COA Off-street
TOTAL SPACES		42	

*Requested Dedicated Spaces (Marked Back in Angle Spaces or Parallel space 8'6"
wide by 22' long)

Parking Type	Proposed Monthly Rate	Number of Spaces	Monthly Revenue
Downtown Metered Dedication	\$325.00	14	\$4,550.00
Outside Downtown Metered Dedication	\$260.00	13	\$3,380.00
Not metered on Street Dedicated	\$75.00	9	\$675.00
COA Off-street Dedicated	\$125.00	6	\$750.00
Non-dedicated (metered and non-metered on street parking access)	\$50.00	302	\$15,100.00
Estimated Total per Month			\$24,455.00

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

SOLICITATION NO: JSD0112

COMMODITY/SERVICE DESCRIPTION: Car-Share Austin Program

DATE ISSUED: 8/29/2011

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9/7/2011 at 1:00pm

REQUISITION NO.: RQM 2400 11072700496

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 215.1 (TARA Conference Room),
AUSTIN, TEXAS 78701

COMMODITY CODE: 96289

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

PROPOSAL DUE PRIOR TO: 9/19/2011 at 2:00PM

Jeff Dilbert

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: 9/19/2011 at 2:00PM

Buyer II

Phone: (512) 974-2651

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND SIX (6) SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code _____

Email Address _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	6
0600	PROPOSAL PREP INSTRUCTIONS / EVALUATION FACTORS	4
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	“NO OFFER” RESPONSE FORM	1
Attachment A	MAP OF SERVICE AREA	1

All other Sections may be viewed at: **<https://www.cityofaustin.org/purchase>** by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- | | |
|------------------------|---|
| • Cover Page | Offer Sheet |
| • Section 0600 | Proposal |
| • Section 0700 | Reference Sheet (if required) |
| • Sections 0800 - 0835 | Certifications and Affidavits (return all applicable Sections) |
| • Section 0900 | MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable |
| • Proposal Guaranty | (if required) |

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

NOTES:

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

* **INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. 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.

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

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

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.		
Offer Sheet	2	Revised 11/17/09

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: JSD0112
CAR-SHARE AUSTIN PROGRAM**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4:00 PM on 9/9/2011. Questions may be submitted via fax to 512-974-2388 or via email to Jeffery.dilbert@ci.austin.tx.us.

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.

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

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

- ii. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

- (1) The policy shall contain the following provisions:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: JSD0112
CAR-SHARE AUSTIN PROGRAM**

- (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

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

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to one (1) additional 24 month period, 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).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: JSD0112
CAR-SHARE AUSTIN PROGRAM**

- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT

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

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

Invoices shall be mailed to the below address:

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

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

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

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This
- B. minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- C. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- D. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: JSD0112
CAR-SHARE AUSTIN PROGRAM**

Solicitation) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- E. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- F. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: JSD0112
CAR-SHARE AUSTIN PROGRAM**

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

7. 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.
- 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.

8. CONTRACT MANAGER

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

Peter Marsh

Austin Transportation Department

512-974-7021

*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.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: CAR-SHARE AUSTIN PROGRAM
RFP NO. JSD0112 - ADDENDUM NO. 1
DATE OF ADDENDUM 9/2/2011

This Request for Proposal is hereby amended to incorporate the following:

1. A conference call line will be available for vendors who can not be physically present for the Pre-Proposal Conference scheduled for 9/7/2011 at 1:00 PM. Please email your request to participate via conference call to Jeffery.dilbert@austintexas.gov or fax your request to 512-974-2651 and you will be provided specific call-in instructions.
2. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN,
PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO
SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
PROPOSAL.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: CAR-SHARE AUSTIN PROGRAM
RFP NO. JSD0112 - ADDENDUM NO. 2
DATE OF ADDENDUM 9/12/2011

This Request for Proposal is hereby amended to incorporate the following:

1. The following documents are hereby attached to the solicitation:
 - The additional written questions received and the answers thereto
 - Pre-Proposal Sign In Sheet
 - Miles Driven by COA by Department 2011 Attachment
 - Value of COA Rentals by Department 2011 Attachment
2. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN,
PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO
SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
PROPOSAL.

RFP NO. JSD0112 ADDENDUM NO. 2
Car-Share Austin Program
Questions and Answers

1. If we have previous agreements with subcontractors, do we still need to contact SMBR for approval?

Yes. Fill out the section 0900 – No Goals form with the relevant information regarding your sub contractor. Contact SMBR at (512) 974-7600 for further instructions and guidance.

2. What if our sub contractors are already certified by the City.

No Goals form with the relevant information regarding your sub contractor. Contact SMBR at (512) 974-7600 for further instructions and guidance.

3. How do we identify exceptions to the Terms and Conditions?

Respond per paragraph **2. EXCEPTIONS** in section 0600 – Proposal Preparation Instructions and Evaluation Factors of the solicitation.

4. Should we provide recommended solutions to any exceptions?

Respond per paragraph **2. EXCEPTIONS** in section 0600 – Proposal Preparation Instructions and Evaluation Factors of the solicitation

5. Why is the solicitation schedule so tight? (short)

Schedule is being driven by the combination of the current pilot program contract end date and first available council agenda date required to get councils approval to award the follow-on contract.

6. How many parking spaces are available?

The number of parking spaces to be utilized by the CSP will be negotiated depending on the needs of the provider

7. Will the City provide us with the number of parking spots, number of cars, and the cost of the spaces?

This will be negotiated depending on the needs of the provider

8. Can the City provide a summary of the Car2go pilot program – usage reports (minutes/hours logged, etc) for both the City and the retail?

Provided as an attachment to Addendum 2 Questions and Answers

9. How would we know our cost up front for a parking spot?

RFP NO. JSD0112 ADDENDUM NO. 2
Car-Share Austin Program
Questions and Answers

This will be negotiated. As a guide the estimated cost of a parking space is provided in the RFP Section 0500 4.B.3

10. Can we get the actual average meter revenue as opposed to what is in the proposal?

The hours for metered parking have recently changed, the RFP reflects the estimated value per space. Previous parking space utilization rates have been 40% for daytime, 63% West Campus area, 90% Mon, Tues, Wed nights, and 100% Thur, Fri, Sat, nights

11. How will the parking spaces being used be identified (tags, stickers)?

Not determined at this time, but we will looking for answers from the provider

12. If we get for example 200 spaces, how does the City know if we are using 1 or 200? How do we keep track of that?

Not determined at this time, but we will looking for answers from the provider, perhaps a GPS based system

13. Will the spaces be marked?

Dedicated parking spaces will be marked

14. We have only addressed Nodal. Are both Nodal and Point to Point still on the table?

Yes

15. Who reimburses the City if a user parks at a metered space, the driver or the vendor?

That is an operational question for the provider – from the City's perspective either one

16. When a designated space is removed from use for any reason, will a system be in place to reallocate spaces?

Yes

17. How will consideration of the different classes of vehicles and the corresponding prices be evaluated?

RFP NO. JSD0112 ADDENDUM NO. 2
Car-Share Austin Program
Questions and Answers

This will be considered in the depth of proposal

18. Are you requesting a cost per vehicle in proposal? How will you compare a 15-passenger van to a two-seater?

No

19. Should the proposal be based solely on the retail model?

Yes

20. Solicitation states the City may select multiple vendors, is that the point in which negotiations begins?

Negotiations begin with the provider of best evaluated proposal. Additional providers may be sought after the successful negotiations.

21. Referencing paragraph 8 – bullet 1 of section 0500, is there a model we can provide as to what the City is looking for?

Quarterly reporting is only necessary after the program is in place

22. Could you provide clarification on the insurance requirements?

Sent to Risk Mgt for consideration. No determination has been made at this time.

23. It is stated that vehicles have to be ultra low in emissions according to the EPA. The EPA regulates emissions of cars via a certification called "SmartWay". Could you please confirm this EPA certification is in line with the requirement of this rfp?

The City will accept the EPA certification

24. It is stated that vehicles from CSP will be marketed with logos. Could you be more specific? Based on customer surveys, it has been proven that logos located outside of the cars are perceived very negatively by the members.

The City feels that the identification of the CSP vehicles is important, particularly when utilizing designated spaces.

25. It is mentioned that this program doesn't include the Univ of Texas. Based on our market research, a large % of car share members will be located on the UT campus. Is the city willing to reconsider its position and include UT as part of this RFP.

RFP NO. JSD0112 ADDENDUM NO. 2
Car-Share Austin Program
Questions and Answers

Section 0500 4.B.1 defines the service area. As stated, CSP vehicles can be used within these areas if they are open to public travel. However, the City of Austin does not have jurisdiction of the streets in these excluded areas and therefore cannot regulate parking spaces.

26. Data is requested on the previous carshare program in Austin such as but not limited to utilization, # of members, localization of members, average time of rental, etc... More specifics would help tailor a proposal for the specific needs of the city.

The RFP does not require information on any previous car share program in Austin. After the program is in operation there is a requirement for quarterly reporting of those metrics. Section 0600 requires descriptions of prior experience of the CSP.

27. Could you please clarify what "minimum vehicle availability" means? How is the city looking to implement such a requirement?

The minimum vehicle availability is intended to ensure that there would be sufficient vehicles available to satisfy the demand. The actual minimum number is negotiable.

28. Is the city willing to market the program as well? If so, please provide a list of channels the city could leverage (such as mail to inhabitants, introduction to businesses, etc...)

The City will assist in marketing, such as press releases for the program and the establishment of a Car Share Austin web portal on the City of Austin web site.

29. We understand that a Car Share Program named Car2Go has been in operations in the city. What will be their role if they are not selected as a vendor for this RFP?

That would be an operational decision for Car2Go

30.. Although the city mentioned the possibility of multiple providers, by experience it is proven that one provider for the size of this market is a better fit. Do you agree?

The RFP indicates that the City may consider multiple providers, that is still the case.

31. The rates presented in the RFP are based on metered rates. We believe this does not reflect the support from the city on green transportation. Would the city consider providing discounted rate or free parking? Please be very specific.

RFP NO. JSD0112 ADDENDUM NO. 2
Car-Share Austin Program
Questions and Answers

The City supports the benefit of transportation options and of “green Transportation”, and also values the cost of metered parking spaces. The selected CSP will negotiate rates.

32. Is the city willing to provide financial support to the selected carshare vendor? This could be directly to the vendor or by buying hours for members, etc.

No. However the City may consider the use CSP vehicles for official City business

33. Would the City accept being named as an additional insured for the Business Automobile Liability Insurance at the level of \$100,000 Bodily Injury per person, \$300,000 Bodily Injury Total per accident, \$50,000 property damage per accident? This is the same coverage extended under the pilot agreement and the coverage extended to members using our service.

Sent to Risk Mgt for consideration. No determination has been made at this time.

34 This was discussed in the meeting but just to get the question clarified in writing, can you confirm the City will accept a proposal for use of non dedicated "open" metered and non metered street parking, similar to that used in the pilot as long as their is compensation for the use of the street spaces.

Yes, the City will accept the use of non-dedicated “open” parking spaces, with compensation for the use of paid parking spaces.

35. Are there copies of the required forms (examples Non Collusion, MBE/WBE) in Microsoft Word format and/or a editable .pdf that can be downloaded for completion and inclusion in the RFP Response?

No other format will be available. All proposers will use the combined PDF files provided in the solicitation

36. Living Wages Provision - Does this apply to all employees including part timeand interns or only full time employees assigned to support the contract with the COA? Does the provision also apply to sub-contractors?

Includes all employees directly assigned to this contract including subcontractors. The only exception is if they are contract employees hired through a temp agency for example, not directly employed by your company.



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: CAR-SHARE AUSTIN PROGRAM
RFP NO. JSD0112 - ADDENDUM NO. 3
DATE OF ADDENDUM 9/13/2011

This Request for Proposal is hereby amended to incorporate the following:

1. The following documents are hereby attached to the solicitation:
 - The additional written questions received and the answers thereto
2. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN,
PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO
SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
PROPOSAL.

RFP NO. JSD0112 ADDENDUM NO. 3
Car-Share Austin Program
Questions and Answers

Supplemental Purchase Provisions Section 2. Insurance

Q. Please clarify your expectations of the CSP's insurance requirements for both the retail program and City of Austin Business program.

A. The insurance requirements are standard terms and conditions placed in all proposals. Deviations from them or exceptions to them are negotiated on a case by case basis

Scope of Work Section 4.2.B Car-Share Austin's Program Requirements

Designated on-street and off-street parking will be considered at a negotiated rate. (6 part question A through F)

A. Please explain how the City of Austin is putting out a solicitation with out disclosing the cost of parking requested for each location as this is a crucial part of the Car-Share Providers (CSP) cost analysis. We feel that a parking rate established by the City of Austin should be disclosed up front so the CSP can know their expenses upfront .

A. Parking rate and hours of operation were disclosed in the RFP, Section 0500.4.B.3.

B. If you will not provide the CSP's with what the upfront expense for parking will be, we assume that every CSP will have the same rate issued for parking to avoid showing favoritism if multiple CSP providers are awarded?

A. Yes

C. If multiple CSP providers are awarded and the City of Austin will not disclose the cost of parking they request, please clarify if all CSP providers will be a part of the negotiation process for parking costs?

A. Negotiated price is done with top selected CSP, others if selected as CSP's. they will have the same opportunity with the negotiated price.

D. Does the CSP need to disclose the amount they would like to pay for a parking spot in the solicitation response if the amount requested is not disclosed?

A. Helpful but not required, the price will be negotiated with the selected CSP

E. Will the negotiated price for parking be set for the duration of the agreement?

A. Yes

F. How will the City of Austin monitor a CSP if using a Point-to-Point model if the CSP is over the allocation of parking spots? Will the CSP be ticketed and fined for these vehicles?

A. GPS or similar system. CSP will pay for parking on-street and will be responsible for tickets and fines

Designated parking near Capital Metropolitan Transportation Authority transit facilities is considered a City priority and shall be pursued with the assistance of ATD.

RFP NO. JSD0112 ADDENDUM NO. 3
Car-Share Austin Program
Questions and Answers

Q. Can you please clarify what assistance the City of Austin will provide the CSP?
A. The City will assist with negotiations with CMTA on locations and price .

CSP's shall place cars in designated spaces within two low-income neighborhoods, as identified during the negotiations. (3 Part question)

Q. If a Nodal model is utilized, will the CSP be required to have set return/pick up areas and number of vehicles in those neighborhoods .
A. Yes

Q. If so how many areas and vehicles is the City of Austin requesting ?
A. Negotiated

Q. If a Point-to-Point model is utilized, how will the City of Austin determine if the CSP is designating cars in the neighborhoods?
A. GPS system or similar

ATD will provide signs and markings for designated parking spots within the public street right-of-way and at City facilities at the CSP's expense.

Q. Please list out all costs of markings and signs that would be required for such spots for the CSP.
A. The estimated cost per sign is \$120-\$150 installed. Marking will be minimal as existing spaces will be utilized

Availability to individuals to the minimum age of 18 (3 part question)

Q. We understand this clause for the City of Austin renting for business model, however please explain why this is a requirement for a retail rental?
A. UT students are considered to be high potential customers of the CSP

Q. Is this clause mandated by the City of Austin for retail rentals or will each CSP be able to set their rental requirements?
A. Mandated for this RFP

Q Does the CSP have to disclose their rental requirements for renters with under the age of 21 with minimum of 18 years of age?
A. Yes

A negotiated minimum vehicle availability

Q. Please clarify. Is there a minimum number of vehicles that the CSP must have in the fleet to start and maintain this program?
A. There is no set mime. But there needs to be sufficient availability of the CSP's vehicle

RFP NO. JSD0112 ADDENDUM NO. 3
Car-Share Austin Program
Questions and Answers

Reporting

Please provide us with the detailed reporting that the City of Austin obtained from the current Pilot Program in the same manner of reports that are requested in this solicitation.

Q. Should a new CSP be selected will current member lists, City and/or residential, be provided to the new CSP?

A. No, all we can give is City information

Q. Since this solicitation is geared towards a retail model, we feel that the City of Austin should not require that rental rates be disclosed and the rates for the rentals are at the discretion of the CSP. If the City of Austin requests a program for official City of Austin business travel, that should be supplied in the solicitation response or determined after award. If retail rates are to be disclosed, we request that this not be criteria for the evaluation process.

A. This RFP does not require the CSP to detail the retail rates for vehicles rentals.

Q. Please clarify your restrictions of indemnification if this is a retail model and not a City of Austin business use model.

A. The insurance requirements are standard terms and conditions placed in all proposals. Deviations from them or exceptions to them are negotiated on a case by case basis

Q. If the responses to all questions from the Pre-Proposal Conference and the additional questions that are emailed in by September 9th are not provided back to the CSP providers by Monday September 12th, will the City of Austin extend the deadline for proposal submission?

A. The City does not intend on extending the proposal due date at this time. Any specific requests to extend the due date should be emailed to Jeffery.dilbet@austin.texas.gov for consideration.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK – CAR-SHARE AUSTIN PROGRAM
SOLICITATION NUMBER: JSD0112**

1. PURPOSE

The City of Austin Transportation Department (ATD) seeks proposals from qualified and experienced providers for the Car-Share Austin program. The specifications detailed herein are intended to obtain proposals to develop, implement, and manage a car-share program within Austin.

ATD seeks one, or more, car-share provider(s) (CSP) to provide a 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.

To encourage the use of car sharing and provide readily available locations for members, especially in the downtown area the CSP will purchase the use of dedicated parking spaces designated for the exclusive use of the CSP vehicles. The number of spaces and the cost will be negotiated with the selected CSP(s). See 4.B.2 below.

The dedicated spaces can include on-street metered parking spaces, on-street unmetered parking, and off-street parking at City facilities. Designated off-street parking at private facilities may be obtained independently by the CSP.

As a guide to the value of on street metered spaces the estimated annual income per space is detailed in Section 4.B.3.

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 travel by, and even ownership of, single-occupancy vehicles, the City intends to become more sustainable, livable, and affordable. The focus of this shared transportation service will be on Central Austin; especially Downtown, and the neighborhoods surrounding the state Capitol Complex and the University of Texas. See Section 3, and 4 B 1, below for the service area and exclusions.

2. BACKGROUND

Austin is at the heart of the rapidly growing Central Texas Region. The City and State of Texas Demographers' project the region's population will grow by more than 1 million people in the next 25 years, while Austin's population will swell by 750,000. 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 vitality – social, environmental, and economic – depend on mobility. Central Austin needs improved mobility – person-moving capacity – in the form of new and expanded modal options to meet the demands of continued economic and population growth.

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Car-share programs of various configurations have been implemented throughout Europe and North America over the past twenty-five 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 had pioneered the car-share model in Texas. In November of 2009 the ATD 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 fleet-reduction measure) and personal use and was expanded to include State of Texas employees, as well as some local non-profit organizations. In May of 2010, the car2go program was opened up to the general public and now boasts over 15,000 members. When the initial pilot program contract was set to expire in November 2010, the ATD extended the temporary arrangement for up to an additional year, pending the implementation of a permanent program. Additionally, the University of Texas at Austin has recently executed an agreement with Zipcar to provide eight low-emission/fuel-efficient cars potentially through 2014 for University students, staff, and faculty for business and personal usage.

Building on the success of the pilot car-share program through car2go, the City would now like to implement a permanent Car-Share Austin program with more vehicle options and increased availability. It is the City's objective to provide this valuable service to its citizenry and reap the overall mobility, sustainability, and livability benefits.

3. EXHIBITS

The following documents are provided as an aid in responding to this solicitation:

- Attachment A: Map of Service Area – City of Austin's full-purpose jurisdiction and excluded districts (UT Austin campus and Capitol Complex)

4. SCOPE OF WORK

Program Definition

ATD defines car-share 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 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.

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 more economical than if each member owned their own vehicle. While car-share can potentially serve as a replacement to personal vehicle ownership, it can also supplement personal and business vehicle ownership by minimizing vehicle mileage of personal, or business, owned vehicles.

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Another significant benefit afforded by car-share is that it can make alternative modes to single-occupancy vehicles for commuting to Central Austin, especially Downtown, more viable because of the availability of relatively low cost car-share vehicles that can be used during the workday. Hence, transit, bicycle, car- and vanpool commuters can achieve the benefits of using those alternative modes, without having to sacrifice many of the conveniences and advantages of single-occupancy vehicles that can be used during the workday.

A. 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 entertain proposals deploying either or both models. The following paragraphs describe the aforementioned models:

1. Point-to-Point – The point-to-point, or distributed model, is that which is currently utilized by the City's car2go pilot program. Although there are designated on-street, with some designated off-street, parking spaces, cars may be picked-up and dropped off anywhere within the operating area (or geo-fence). This model has the key benefit of convenience in that 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 therefore responsible for maintaining an adequate distribution of vehicles throughout the operating area and must collect and redistribute their vehicles periodically.
2. Nodal – The nodal, or 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 that the member incur time charges even during stopovers and does not allow point-to-point usage.

B. Car-Share Austin's Program Requirements

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

1. Service Area – The Car-Share Austin service area shall be defined by the City of Austin full purpose jurisdiction, as shown in Attachment A.

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- The following districts within the City of Austin full purpose jurisdiction are excluded from the Car-Share Austin service area because the City of Austin does not have jurisdiction over the streets within these areas:
 - The University of Texas at Austin campus
 - The State Capitol Complex

NOTE – CSP vehicles may be used within these excluded areas

2. Parking – ATD will provide a negotiated number and cost rate for on-street metered parking spaces ("designated parking") at the commencement of the program, additional spaces may be subsequently requested and considered at a negotiated number and rate.
 - Designated on-street unmetered parking will be considered at a negotiated rate.
 - Designated off-street parking at City facilities will be considered at a negotiated rate.
 - Designated off-street parking at private facilities may be obtained independently by the CSP.
 - 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.
 - Parking in permit-only spaces is prohibited without the use of required hang-tags.
 - Fees and fines for car-share parking in non-designated spaces shall be the responsibility of the CSP
 - CSP's shall place cars in designated spaces within two low-income neighborhoods, as identified during the negotiations.
 - ATD 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.
 - Signs and markings for off-street parking at private facilities may be obtained by the CSP from ATD at a negotiated rate.
 - ATD's provision of signs and markings, as noted above, will be installed in a timely manner according the parking negotiations.
 - ATD shall 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 the responsibility of the facility itself. Enforcement of parking rules at designated off-street private and Capital Metro facilities will be the responsibility of the private facility.
3. As a guide to Respondents, the anticipated City of Austin revenue from the existing metered on-street parking spaces is shown below:

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

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Total hours / week = 75 X 52 weeks X \$1.00 /hour = \$3,900 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

NOTE : The Austin City Council is currently reviewing the hours for metered parking, so the duration of the hours and days of operation maybe subject to variation depending on future Council action.

4. Use of CSP vehicles by the City of Austin – The City of Austin finds a benefit in the use of car share vehicles by City employees for business (i.e., as a potential fleet-reduction measure). The ATD will negotiate a rate for the use of CSP vehicles by city employees on official City of Austin business on behalf of all City of Austin Departments.
5. Technology – Each CSP shall provide an automated online reservation and membership account system consistent with the following:
 - Real-time GIS information shall be presented for available vehicles and designated parking.
 - A mobile application shall be available for download that allows members to locate and reserve vehicles.
 - A customer service telephone accessible service, available 24 hours / 7 days a week, shall be provided by each CSP.
 - The City will establish a common Car-Share Austin web portal, or dashboard, on its web site for which CSP(s) would be required to provide link(s) to their site(s).
6. Vehicles – Car-Share Austin vehicles shall be consistent with the following:
 - CSP shall affix to each CSP car-share vehicle the CSP's logo to identify the vehicle as authorized to park in designated car-share parking.
 - CSP shall ensure that the fleet average of vehicles permitted in public on-street parking spaces comply with ultra low emission standards as determined by the EPA.
7. Vehicle Maintenance and Requirements – Car-Share Austin vehicles must be well-maintained and kept clean. The CSP shall be responsible for the following:
 - Vehicle maintenance and cleaning.
 - A negotiated minimum vehicle availability
 - Licensing and inspection.
 - Vehicle insurance that meets the minimum requirements for the State of Texas
 - Providing 24 hour per day Roadside Emergency Service / Assistance
 - Availability to individuals to the minimum age of 18.
8. Reporting – the CSP will provide ATD with the following data to help evaluate the program. This raw data will be held confidentially between ATD and each CSP. However, summary, order-of-magnitude, and trend data can be made public.

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CSP shall provide the following information on a quarterly basis following program initiation:

- CSP's membership numbers & monthly rate of growth.
- Spatial distribution of CSP's memberships.
- Revenue Hours per vehicle per month for each CSP vehicle by location (designated on-street and designated off-street).

At approximately the mid-point of the initial contract term (see 9. Term, below) CSP shall conduct a membership survey asking (at a minimum):

- How many cars owned prior to membership in CSP?
- How many cars owned now?
- Was the purchase of a vehicle planned prior to membership and then abandoned due to membership?
- Has the number of auto trips increased, declined or remained the same after membership?
- Has the number of walking, biking and transit trips increased, declined, or remained the same after membership?
- Other questions required by ATD and the Capital Metropolitan Transportation Authority.

9. Term – Contract term of the program shall be three years with one two-year optional renewal.

C. Meetings

CSP must participate in meetings, general discussion, and consultation with ATD relative to this project throughout the period of engagement at no additional cost to ATD.

- Within the initial six months of the CSP participation in Car-Share Austin, ATD and CSP shall hold monthly meetings.
- Following the initial six month period, ATD and the CSP shall hold quarterly meetings.

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1. PROPOSAL FORMAT

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

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

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

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

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- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project will actively participate. Do not include experience prior to 2006. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names, qualifications and locations of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - iii. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).
- H. **Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

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2. EXCEPTIONS:

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

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City.

The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

3. PROPOSAL PREPARATION COSTS:

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

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. The City reserves the right to conduct an immediate scoring of responses based on submittals to establish a "short list" of the top 5 proposals or up to fifty percent (50%) of responses, whichever is smaller, prior to conducting detailed assessment activities leading to recommendation for award.

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

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

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B. Evaluation Factors:

- i. Total maximum, 100 points.

System Concept (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation).	25 Points
Demonstrated Applicable Experience	20 Points
Evidence of Good Organization and Management Practices	15 Points
Personnel Qualifications	10 Points
Program	10 Points
Depth of the proposal (number of vehicles; car, truck, van; overall fuel efficiency)	10 Points
Quality / ease of use of reservation system and mobile application	5 Points
Financial viability / stability	5 Points

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

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

SOLICITATION NUMBER: JSD0112

OFFEROR'S NAME: _____ **DATE:** _____

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

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

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. JSD0112

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. JSD0112

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

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

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JSD0112**

**FOR
Car-Share Austin Program**

State of Texas

County of Travis

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

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

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

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

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

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

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

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

OFFEROR'S EXPLANATION:

Contractor's Name: _____

Printed
Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires _____

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

SOLICITATION NO. JSD0112

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

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

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

Employee Name	Employee Job Title

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

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

Contract Number: JSD0112	Description of Services: Car-Share Austin Program
Contractor Name: Insert Contractor's Name	

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

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

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

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JSD0112

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

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

Answer: _____

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (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: _____ Which State: _____

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

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative: _____ Date: _____

Printed Name: _____

Title _____

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

SOLICITATION NUMBER: JSD0112

PROJECT NAME: Car-Share Austin Program

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

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

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

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

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

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

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

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: JSD0112

PROJECT NAME: Car-Share Austin Program

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

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

SOLICITATION NUMBER: JSD0112

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 96289

DESCRIPTION: Car-Share Austin Program

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

Contractor's Name:

Street Address

City, State, Zip Code

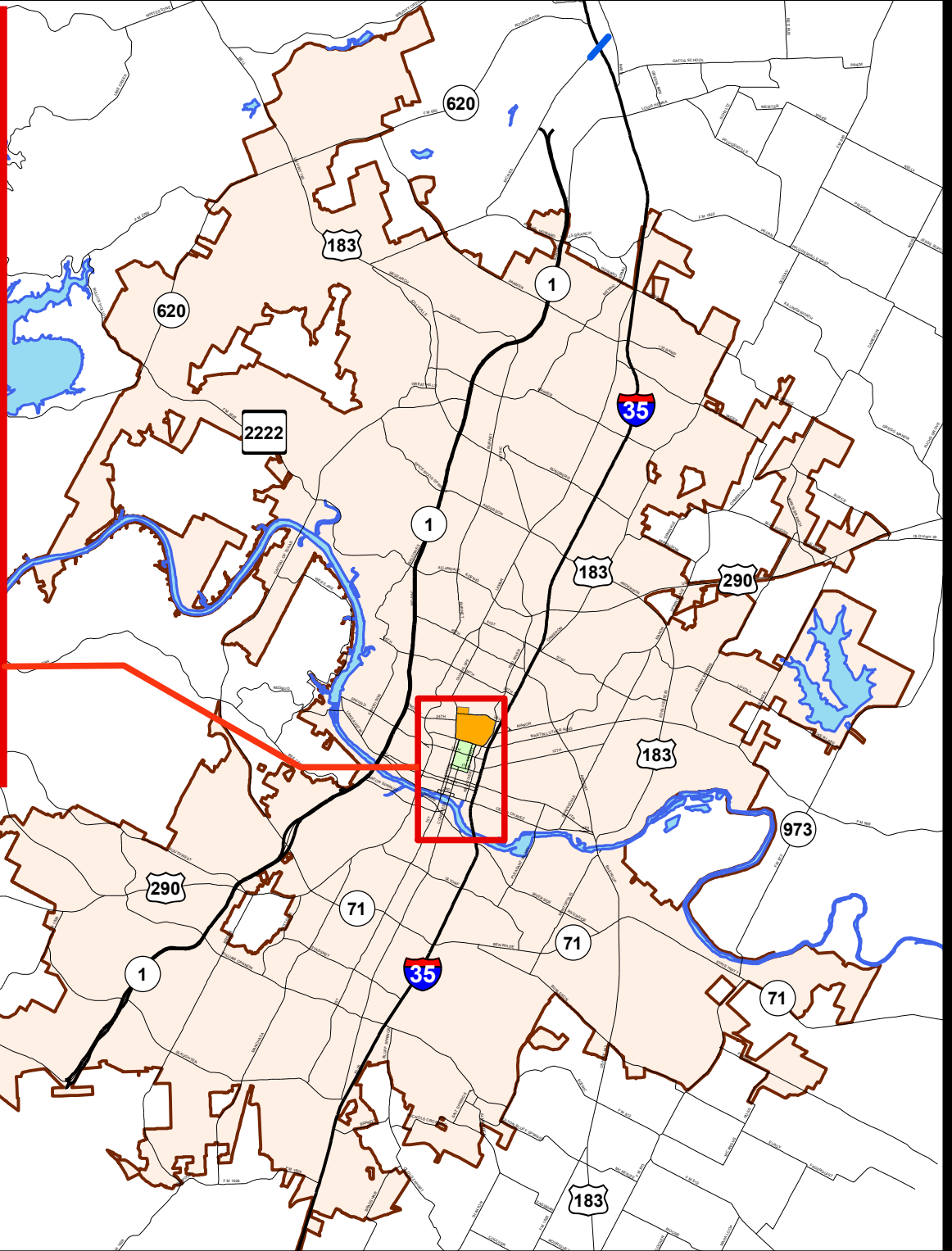
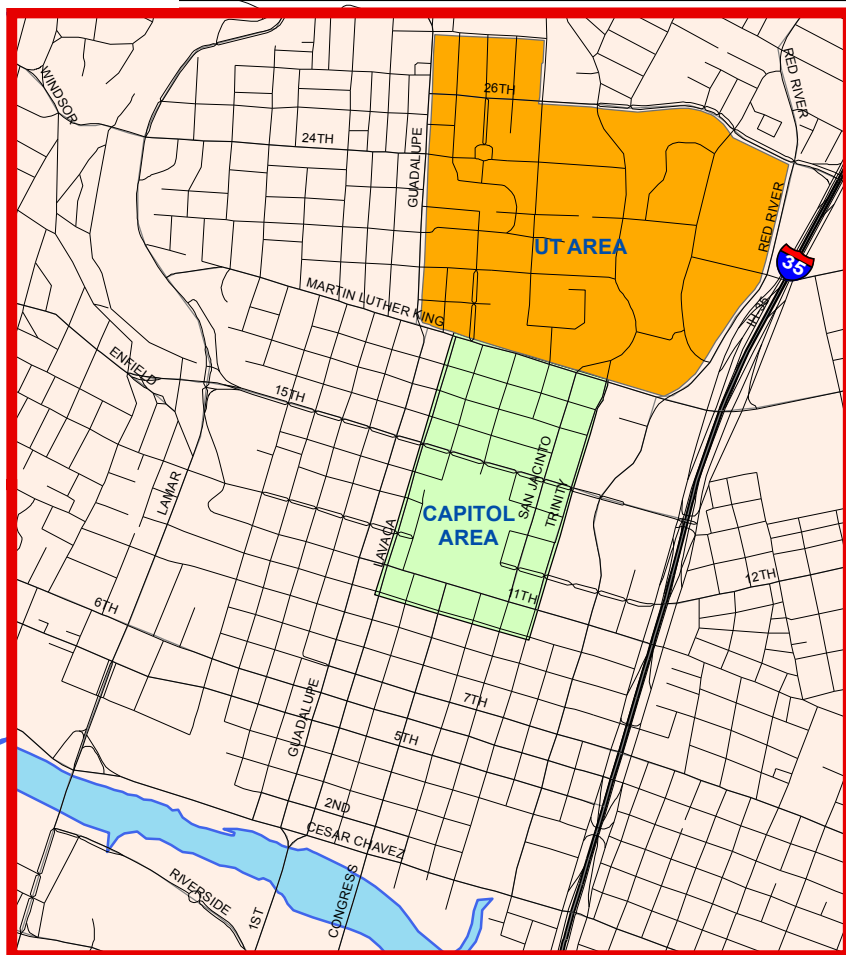
Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title



- 2011 AUSTIN FULL PURPOSE CITY LIMITS
- CAPITOL AREA
- UT AREA



CREATED 08/2011

CITY OF AUSTIN TRANSPORTATION DEPARTMENT



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

FROM: Peter Marsh, P.E., Supervising Engineer
Transportation Department

DATE: June 23, 2011

SUBJECT: Name and Solicitation Number **XXXOOO**
Project Name: **Car Share Austin Program**
Commodity Code(s): **None**
Estimated Value: **To be negotiated**

The Purchasing Office has determined that the following Goals are appropriate for thisCommodity solicitation:
Zero

This determination is based on the following reasons:

There are limited subcontracting opportunities for this RFP, and in review of the subcontracting commodity categories that might be possible, there was only one available WBE for the total scope.

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

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning thebelow endorsement. If you have questions, please call me at 974-7021

_____ Approval is hereby granted to use the above Goals.

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

a. Goals: _____ % MBE _____ % WBE

b. Subgoals _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons:

There are limited subcontracting opportunities for this RFP. The opportunities are on an as needed bases and are insufficient to establish goals for this project. In addition, there was only one available WBE for the total scopes identified for the project


Veronica Briseño Lara, Director

Date: 8/24/11

cc: