

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, July 23, 2013

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 23, 2013, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

The City Council may discuss and/or take action on each of the following items before it and may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

Presentations & Public Hearings

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan
2. Presentation of "Star Employee" Awards McLellan

Disposition of Minutes

3. Minutes of the Regular Meeting of July 9, 2013 5-10 Davis

Consent Items

4. Acceptance of Convention and Visitors Bureau Committee Minutes for Meeting of May 1, 2013 11-12 Walker

Other Business

5. Final Reading of an Ordinance Amending the Zoning Ordinance of the City of Big Spring by Amending Article 2 Entitled "Definitions" by Providing Definitions for "Temporary Workforce Housing", "Intermodal Shipping Container" (and Prohibiting Their Use as Living Quarters) and "Modular Housing"; Amending Article 7 Entitled, "Special Applications" in Order to Provide for Regulation of Temporary Workforce Housing; Amending Article 8 "Supplemental Use Standards" by Adding "Temporary Use Permit for Travel Trailers and Recreational Vehicles as Living Quarters" 13-15 Browning

Final Reading of an Ordinance Amending the Zoning Ordinance of the City of Big Spring by Amending Article 2 Entitled “Definitions” by Providing Definitions for “Temporary Workforce Housing” Designated as Definition 77A, “Intermodal Shipping Container” Designated as Definition 69A (and Prohibiting Use of Intermodal Shipping Containers as Living Quarters) and “Modular Housing” Designated as Definition 81A; Amending Article 7 Entitled “Special Applications, “ Section 7-1(a)(9) “Temporary Workforce Housing” in Order to Provide for Regulation of Temporary Workforce Housing; and Amending Section 7-2 Entitled “Specific Use Permits,” Subsection B, “Without Term Uses,” by Amending Number 35 “Mobile/Manufactured Home Park” in Order to Designate Where Such Uses are Allowed; Amending Article 8, “Supplemental Use Standards” by Adding Section 8-7 “Temporary Use Permit for Travel Trailers and Recreational Vehicles as Living Quarters”; Providing for Severability; Providing for a Maximum Penalty of \$2,000.00; Establishing an Effective Date; and Providing for Publication

6. **Final Reading of an Ordinance Amending the City Code of Ordinances By Amending Chapter 11, Section 11-6 Entitled “Collection by City Generally; Private Collection of Brush, Etc.” to Require Disposal at the Landfill; Amending and Renaming Section 11-8 Entitled “Collection Charges for Municipal Solid Waste,” and Amending Certain Subsections in Order to Provide for New Landfill Charges for the City Landfill** 16-18 Womack

Final Reading of an Ordinance Amending the City Code of Ordinances By Amending Chapter 11 Entitled “Garbage and Other Refuse,” Article 2 Entitled “Charges for City Collection of Municipal Solid Waste and Balefill,” By Renaming Article 2; Amending Section 11-6 Entitled “Collection by City Generally; Private Collection of Brush, Etc.” to Require Disposal at the Landfill; Amending Section 11-8.(1) Entitled “Collection Charges for Municipal Solid Waste,” by Renaming it and By Amending Subsections (F) Through (H) in Order to Provide for New Landfill Charges for the City Landfill; Providing a Severability Clause; Providing for a Maximum Penalty of \$1,000.00; Repealing Ordinances in Conflict Herewith; Providing for Publication and Providing an Effective Date

Bids

7. Approval of “Request for Proposal” for Fleet Services 19-69 Medina

Routine Business

- 8. Vouchers for 07/11/13 \$ 1,196,390.03 Boyd
- Vouchers for 07/18/13 \$ 487,678.50

New Business

- 9 First Reading of an Ordinance Authorizing and Directing the City Manager to Designate the Placement of Stop Signs on Stadium Street Which in Conjunction with the Existing Stop Signs Regulating Circle Street Will Create a 4-Way Stop Controlled Intersection; Providing for Severability; Providing for a Penalty in Accordance with State Law; Providing for Publication and an Effective Date 70 Walker

City Manager's Report

- 10. Darden

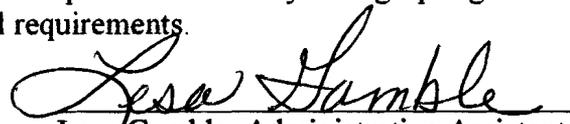
Council Input

- 11. Input McLellan

Executive Session

- 12. Adjourn into Executive Session Under the Provisions of Title 5, Texas Government Code Section 551.074 to Deliberate the Appointment, Employment, Evaluation and Duties of the City Attorney McLellan
- 13. Reconvene in Open Session and Take Any Necessary Action McLellan
- 14. Adjourn McLellan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, July 19, 2013 at 4:30 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.


Lesa Gamble, Administrative Assistant

Agenda Removal Notice - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on

July _____, 2013 at _____ a.m./p.m.

By: _____
City Secretary's Office

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., July 9, 2013, with the following members present:

LARRY McLELLAN	Mayor
MARCUS FERNANDEZ	Councilmember
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY McDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Interim Asst. City Manager
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and State Flags.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF JUNE 25, 2013

Motion was made by Councilmember McDonald, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving minutes of the regular meeting of June 25, 2013.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING FROM SINGLE FAMILY-1 (SF-1) TO LIGHT COMMERCIAL (LC) FOR THE PROPERTY LOCATED AT 706 W. MARCY STREET DESCRIBED AS SECTION 6, BLOCK 32, 1-S, HOWARD COUNTY, BIG SPRING, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF MCMAHON-WRINKLE AIRPARK DEVELOPMENT BOARD MINUTES FOR MEETING OF MAY, 23, 2013

Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving the above listed ordinance and minutes.

BIDS

PERMISSION TO ADVERTISE FOR THE CONTRACT "A" PORTION OF THE WASTEWATER TREATMENT PLANT UPGRADE PROJECT

Motion was made by Councilmember Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving permission to advertise for the Contract "A" portion of the Wastewater Treatment Plant Upgrade Project.

AWARD BID FOR SHADE STRUCTURES AT ROY ANDERSON SPORTS COMPLEX

Motion was made by Councilmember Carrigan, seconded by Councilmember Harbour, with all members of the Council voting "aye" awarding bid for shade structures at Roy Anderson Sports Complex to Playgrounds, Etc. in the amount of \$88,785.00.

ROUTINE BUSINESS

Councilmember McDonald reviewed the vouchers. Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting "aye" approving vouchers in the amount of \$1,349,399.77 (06/27/13).

NEW BUSINESS

ELECTION OF MAYOR PRO TEM

Councilmember Carrigan nominated Councilmember Fernandez. Councilmember McDonald nominated Councilmember Benavides. Councilmember Fernandez was elected Mayor Pro Tem by a show of hands of four to three.

EMERGENCY READING OF A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY FOR REALLOCATION OF FUNDS FROM THE JUSTICE ASSISTANCE GRANT PROGRAM AWARD AND FOR THE COUNTY TO USE THE FUNDS FOR THE COMBINED LAW ENFORCEMENT TECHNOLOGY PROGRAM

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving an emergency reading of a resolution authorizing the Mayor to enter into an interlocal agreement with Howard County for reallocation of funds from the Justice Assistance Grant Program Award and for the County to use the funds for the Combined Law Enforcement Technology Program.

EMERGENCY READING OF AN ORDINANCE EXTENDING A MORATORIUM ON PERMITTING OF MODULAR OR INDUSTRIALIZED HOUSING UNITS AND DEVELOPMENTS AND THE USE OF TRAVEL TRAILERS OR RECREATIONAL VEHICLES AS LIVING QUARTERS FOR EXTENDED PERIODS WITHIN THE CITY LIMITS IN ORDER TO ALLOW FOR REVIEW AND CONSIDERATION OF REGULATIONS AND APPROPRIATE PLACEMENT OF SUCH HOUSING, WITH SUCH MORATORIUM TO BE EFFECTIVE FOR UP TO THIRTY DAYS BEGINNING JULY 21, 2013; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY

Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving an emergency reading of an ordinance extending a moratorium on permitting of modular or industrialized housing units and developments and the use of travel trailers or recreational vehicles as living quarters for extended periods within the city limits in order to allow for review and consideration of regulations and appropriate placement of such housing, with such moratorium to be effective for up to thirty days beginning July 21, 2013; providing for the repeal of ordinances in conflict herewith; providing an effective date; and providing for severability.

FIRST READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF BIG SPRING BY AMENDING ARTICLE 2 ENTITLED “DEFINITIONS” BY PROVIDING DEFINITIONS FOR “TEMPORARY WORKFORCE HOUSING” DESIGNATED AS DEFINITION 77A, “INTERMODAL SHIPPING CONTAINER” DESIGNATED AS DEFINITION 69A (AND PROHIBITING USE OF INTERMODAL SHIPPING CONTAINERS AS LIVING QUARTERS) AND “MODULAR HOUSING” DESIGNATED AS DEFINITION 81A; AMENDING ARTICLE 7 ENTITLED, “SPECIAL APPLICATIONS”, SECTION 7-1(a)(9) “TEMPORARY WORKFORCE HOUSING” IN ORDER TO PROVIDE FOR REGULATION OF TEMPORARY WORKFORCE HOUSING; AND AMENDING SECTION 7-2 ENTITLED “SPECIFIC USE PERMITS”, SUBSECTION B, “WITHOUT TERM USES”, BY AMENDING NUMBER 35 “MOBILE/MANUFACTURED HOME PARK” IN ORDER TO DESIGNATE WHERE SUCH USES ARE ALLOWED; AMENDING ARTICLE 8, “SUPPLEMENTAL USE STANDARDS” BY ADDING SECTION 8-7 “TEMPORARY USE PERMIT FOR TRAVEL TRAILERS AND RECREATIONAL VEHICLES AS LIVING QUARTERS”; PROVIDING FOR SEVERABILITY; PROVIDING

FOR A MAXIMUM PENALTY OF \$2,000.00; ESTABLISHING AN EFFECTIVE DATE;
AND PROVIDING FOR PUBLICATION

After a lengthy discussion, motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with Councilmembers Harbour, McLellan, McDonald and Benavides voting “aye” approving first reading of an ordinance amending the Zoning Ordinance of the City of Big Spring by amending Article 2 entitled “Definitions” by providing definitions for “Temporary Workforce Housing” designated as Definition 77A, “Intermodal Shipping Container” designated as Definition 69A (and prohibiting use of intermodal shipping containers as living quarters) and “Modular Housing” designated as Definition 81A; amending Article 7 entitled, “Special Applications”, Section 7-1(a)(9) “Temporary Workforce Housing” in order to provide for regulation of temporary workforce housing; and amending Section 7-2 entitled “Specific Use Permits”, Subsection B, “Without Term Uses”, by amending Number 35 “Mobile/Manufactured Home Park” in order to designate where such uses are allowed; amending Article 8, “Supplemental Use Standards” by adding Section 8-7 “Temporary Use Permit for Travel Trailers and Recreational Vehicles as Living Quarters”; providing for severability; providing for a maximum penalty of \$2,000.00; establishing an effective date; and providing for publication. Councilmembers Fernandez, Carrigan and Boyd, being opposed, voting “nay” for passage of same. Motion passes four to three.

FIRST READING OF AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 11 ENTITLED “GARBAGE AND OTHER REFUSE”, ARTICLE 2 ENTITLED “CHARGES FOR CITY COLLECTION OF MUNICIPAL SOLID WASTE AND BALEFILL”, BY RENAMING ARTICLE 2; AMENDING SECTION 11-6 ENTITLED “COLLECTION BY CITY GENERALLY; PRIVATE COLLECTION OF BRUSH, ETC.” TO REQUIRE DISPOSAL AT THE LANDFILL; AMENDING SECTION 11-8(1) ENTITLED “COLLECTION CHARGES FOR MUNICIPAL SOLID WASTE”, BY RENAMING IT AND BY AMENDING SUBSECTIONS (F) THROUGH (H) IN ORDER TO PROVIDE FOR NEW LANDFILL CHARGES FOR THE CITY LANDFILL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF \$1,000.00; REPEALING ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

After a brief discussion, motion was by Councilmember Benavides, seconded by Councilmember McDonald, with Councilmembers Carrigan, McLellan, McDonald and Benavides voting “aye” approving first reading of an ordinance amending the City Code of Ordinances by amending Chapter 11 entitled “Garbage and Other Refuse”, Article 2 entitled “Charges for City Collection of Municipal Solid Waste and Balefill”, by renaming Article 2; amending Section 11-6 entitled “Collection by City Generally; Private Collection of Brush, Etc.” to require disposal at the landfill; amending Section 11-8(1) entitled “Collection Charges for Municipal Solid Waste”, by renaming it and by amending Subsections (F) through (H) in order to provide for new landfill charges for the City Landfill; providing a severability clause; providing for a maximum penalty of \$1,000.00; repealing ordinances in conflict herewith; providing for publication and providing an effective date. Councilmembers Fernandez, Harbour and Boyd, being opposed, voting “nay” for passage of same. Motion passes four to three.

DISCUSSION AND CONSIDERATION OF ANNEXING THE CITY OWNED PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF WILLARD STREET AND PARKWAY DRIVE AND MORE PARTICULARLY DESCRIBED AS FORTY ACRES OF LAND OUT OF THE EAST HALF OF THE WEST HALF OF SECTION THIRTEEN, BLOCK 33, TOWNSHIP ONE SOUTH, T & P RAILROAD SURVEY IN HOWARD COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS FOR THE CITY TO ANNEX THE PROPERTY AND DIRECTING STAFF TO PREPARE A SERVICE PLAN FOR EXTENSION OF MUNICIPAL SERVICES TO THE AREA AND TO PERFORM ANY OTHER FUNCTIONS NECESSARY TO ACCOMPLISH THE ANNEXATION

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving the annexation the City owned property generally located at the intersection of Willard Street and Parkway Drive and more particularly described as forty acres of land out of the east half of the west half of Section Thirteen, Block 33, Township One South, T & P Railroad Survey in Howard County, Texas; authorizing the Mayor to execute any necessary documents for the City to annex the property and directing staff to prepare a service plan for extension of municipal services to the area and to perform any other functions necessary to accomplish the annexation.

APPROVAL OF AN AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. FOR PROFESSIONAL SERVICES TO COORDINATE WITH TxDOT AND PREPARE RELOCATION PLANS FOR THE WATER LINE CROSSING US 87 RELIEVER ROUTE AT ASH STREET AND AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Carrigan, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving an agreement with Parkhill, Smith & Cooper, Inc. for professional services to coordinate with TxDOT and prepare relocation plans for the water line crossing US 87 Reliever Route at Ash Street and authorize the Mayor to execute any necessary documents.

CITY MANAGER’S REPORT

Todd Darden, City Manager, announced that the Human Resource Department was going to start advertising for Chief of Police.

COUNCIL INPUT

Mayor McLellan announced that Funtastic Fourth and POPS in the Park both had a great turnout and were great events.

Mayor Pro Tem Fernandez reminded everyone that the fire hydrant contest would be over at the end of July and encouraged everyone to participate.

Councilmember Carrigan thanked Kenny Davis and Johnny Womack for taking care of some issues for him.

EXECUTIVE SESSION

There was no executive session at this time.

ADJOURN

Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting "aye" to adjourn at 7:45 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

**Convention and Visitors Bureau Committee
Minutes from Wednesday, May 1, 2013
City Council Chambers**

Present: Marcus Fernandez, Todd Darden, Jay Patel, Peggy Walker,
Staff: Debbie Wegman
Absent: Carmen Harbour, Troy Tompkins, Bruce Schooler
Guests: Ramon Holguin, Christy Broman;DRA

Mr. Fernandez called the meeting to order at 4:05 p.m.

Approval of minutes

The minutes from the meeting of April 3, 2013 were reviewed. Motion was made by Peggy Walker to approve the minutes as written. Motion was seconded by Jay Patel and passed unanimously.

Consideration of Event Funding Requests

- a. 11th Annual Funtastic Fourth: Ramon Holguin and Christy Broman were present to present the request for the Downtown Revitalization Association. They stated that they have decided this year to move to a 2 night format. They noticed a significant decrease in attendance during the hot afternoon hours, so the entertainment will be scheduled during the evening hours only. They hope that this will encourage more visitors to spend the night to see both nights of entertainment. Vendors will be open Friday and all day Saturday. They are requesting \$14,400 for Stage, Sound & Lights and Main Extreme Sports. Motion was made by Peggy Walker to approve this request. Motion was seconded by Jay Patel and passed unanimously. Mr. Fernandez suggested that the group consider adding a 5K run to the event next year. Debbie asked that the CVB Banner be displayed on the Stage.

Other

- a. Update from Austin Elite Exposure Camp Request. Debbie provided an updated copy of request as per request from committee. Clarification was provided on exactly what expenses were being requested. There is no change to the request, just a clarification.

Financials

Financials were provided for committee review. Hotel Tax Report was also provided and revenue looks very good.

CVB Coordinator Report

Debbie asked for patience as she is continuing to work without an assistant. She has interviewed and hopes to make a selection soon.

She also reported that she is continuing to work on the Billboard. The art student did not work out, so she will contact several sign companies and get bids. They all have

art departments that will help with design, so should have more to report on that next month.

She is also seeking bids for replacement of the movie screen at the amphitheater. She also informed the committee that she will be leading the Chamber Leadership Class on the Tourism Sites tour next Thursday.

Debbie advised the group that Gloria McDonald helped to get all of our newspaper articles caught up and cut-out and put in a book. They were very far behind and if any of the members see her, please tell her thank you for her help.

Members Comments

Todd reported that there have been 2 site plans for new hotels turned in this month, so we could see some new hotels under construction soon.

He also gave an update on the Auditorium sound & lighting restoration. The whole project is going to be about 1 million dollars and the plan at this time is to present to council during budget rolling over the amount in this year's budget and do the entire project next year.

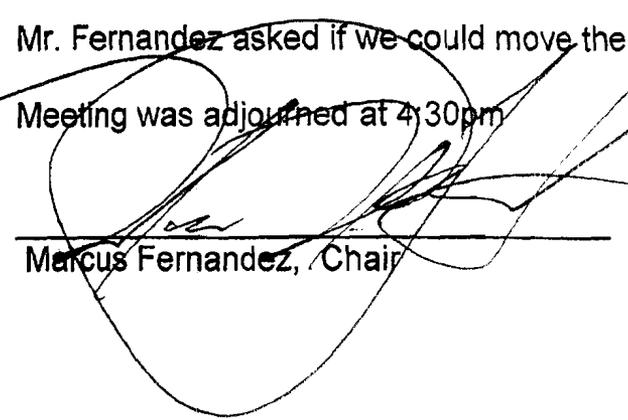
Splash-in will be on May 15 and there will be a re-naming ceremony at 10:00 at the Aquatic Center that morning. Debbie has new rack cards for the Russ McEwen Family Aquatic Center.

Mr. Fernandez would like to see us promote and advertise Moss Lake a little more.

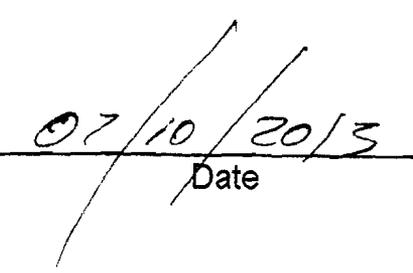
The need to do something with Heart of the City Park was again discussed.

Mr. Fernandez asked if we could move the meeting time to 4:30. All agreed.

Meeting was adjourned at 4:30pm



Marcus Fernandez, Chair



Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AMENDING THE ZONING ORDINANCE OF THE CITY OF BIG SPRING BY AMENDING ARTICLE 2 ENTITLED “DEFINITIONS” BY PROVIDING DEFINITIONS FOR “TEMPORARY WORKFORCE HOUSING” DESIGNATED AS DEFINITION 77A, “INTERMODAL SHIPPING CONTAINER” DESIGNATED AS DEFINITION 69A (AND PROHIBITING THE USE OF INTERMODAL SHIPPING CONTAINERS AS LIVING QUARTERS) AND “MODULAR HOUSING” DESIGNATED AS DEFINITION 81A; AMENDING ARTICLE 7 ENTITLED, “SPECIAL APPLICATIONS,” SECTION 7-1 (a)(9) “TEMPORARY WORKFORCE HOUSING” IN ORDER TO PROVIDE FOR REGULATION OF TEMPORARY WORKFORCE HOUSING; AND AMENDING SECTION 7-2 ENTITLED “SPECIFIC USE PERMITS,” SUBSECTION B, “WITHOUT TERM USES,” BY AMENDING NUMBER 35 “MOBILE/MANUFACTURED HOME PARK” IN ORDER TO DESIGNATE WHERE SUCH USES ARE ALLOWED; AMENDING ARTICLE 8, “SUPPLEMENTAL USE STANDARDS” BY ADDING SECTION 8-7 “TEMPORARY USE PERMIT FOR TRAVEL TRAILERS AND RECREATIONAL VEHICLES AS LIVING QUARTERS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR A MAXIMUM PENALTY OF \$2000.00; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the zoning ordinance currently in effect does not adequately address the use “Temporary Workforce Housing” as a development and the use of travel trailer or recreational vehicles as living quarters for extended periods in the City and the possible adverse effects such uses and developments may have if uncontrolled; and

WHEREAS, the City Council finds it necessary to consider revisions to the zoning ordinance to include said uses, to establish appropriate zoning districts in which the uses may be located and to establish development requirements to accompany said uses; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will best be served by including the following definitions, placement restrictions, and development regulations for the protection of the citizens of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AS FOLLOWS THAT:

SECTION 1. The City of Big Spring Zoning Ordinance Article 2 entitled, “Definitions”, is hereby amended to include the following new definitions:

- 69a: Intermodal Shipping Container: A metal standardized re-sealable transportation box used for utilized freight handling with standardized equipment that are commonly referred to as a “sea container.” Intermodal shipping containers shall not be used in any configuration as living quarters.
- 77a: Temporary Workforce Housing: A site used exclusively or primarily for the temporary housing of construction, industrial, oil and/or gas field workers and related support jobs in one or more standard constructed structures and/or modular or industrialized housing units. Subject to any and all special conditions and/or safeguards as may be imposed by the Council and/or incorporated in the approval.-
- 81a: Modular Housing: See definition for Industrialized Housing.

SECTION 2. City of Big Spring Zoning Ordinance, Article 7 “Special Applications,” Section 7-1 (A) “Planned Development,” is hereby amended to add the following:

9. Temporary Workforce Housing, as defined, may request development of modular or industrialized housing units in the HC (Heavy Commercial) and LI (Light Industrial) districts and if constructed on-site, stick-built on-site, in the MF (Multi-Family Residential), GR (General Residential), HC (Heavy Commercial), and LI (Light Industrial) districts, subject to the general provisions and development standards as follows:
- Prior to the submittal of an application, applicants are **REQUIRED** to schedule a pre-application conference with the designated city staff,
 - Tract/Site Size: Minimum five (5) acres under single ownership,
 - Separation from other uses/districts (for developments using modular or industrialized housing units): A minimum of 1000 feet from the boundary of land zoned or used as A-2F and CA,
 - Density: Maximum density is 36 units per acre,
 - Setbacks: Front: 25 feet
Interior Side and Rear: 10 feet
Exterior Side: 15 feet
 - Height: Maximum height: 30 feet,
 - Lot Coverage: Maximum lot coverage (structures only) 45%,
 - Leasing Office: A professional on-site manager and staffed leasing office shall be required with each development. It shall be the responsibility of the manager:
 1. To keep a register of all persons staying in the workforce housing development, which register shall be at all times open to inspection by City, State and Federal officers and kept in the manager's office;
 2. To maintain the site in a clean, orderly and sanitary condition at all times including but not limited to maintenance of structures, landscaping, fencing and gates;
 3. To see that all required outdoor lighting is kept in working order;
 4. To see that garbage and trash receptacles (dumpsters) are properly maintained and the general free of trash;
 5. Not to permit any animals on site for any reason; and
 6. To report promptly to the proper authorities any violation of law which come to his/her attention.
 - Parking: 1 space per bedroom or sleeping area and 1 space for each 25 units for visitors centrally located on site or at the manager/leasing office. The manager/leasing office shall be parked at 1 space per 300 square feet (minimum of 5 spaces). Note: Development parking other than visitor and that required for the office, may be provided on a lot or tract, under the same ownership, immediately contiguous or within 150 feet of the development. This provision does not apply lands zoned and/or used for residential.
 - Landscaping: Landscaping shall be provided as indicated in Article 10 of the City of Big Spring Zoning Ordinance,
 - Recreation Facilities: For developments of more than 25 units, a minimum of 2 of the following recreational facilities must be provided;
 - Swimming Pool
 - Game Courts, i.e., basketball, tennis, horse shoe/washer court
 - BBQ Pavilions with grills and tables
 - Fitness Center – Indoor (maybe located in the manager/leasing office building)
 - Community Room – Indoor (to include a full kitchen, recreation room and tv/movie lounge), maybe located in the manager/leasing office building.
 - Plan for conversion or discontinuance of use, to include a timeline for completion,
 - Provide a code of conduct, i.e., policies on drug and alcohol usage, noise and weapons, as well as visitors,
 - Bond/Letter of Credit for property clean-up or conversion as specified by Council, and
 - A City of Big Spring Zoning Change Application and Planned Development Site Plan with completed checklist.

35. Mobile home park or manufactured home park or travel trailer or recreational vehicle park in the GR through HC districts and containing no less than 5 acres and subject to all of the special requirements, conditions or safeguards that may be imposed by the Council and incorporated in the permit. The minimum area for each mobile home or manufactured home dwelling unit shall be 4,000 square feet.

SECTION 4. City of Big Spring Zoning Ordinance, Article 8 “Supplemental Use Standards,” is hereby amended to add the following Section 8-7:

SECTION 8-7 Temporary Use Permits for Travel Trailer or Recreational Vehicles as Living Quarters

1. Permitted: Travel trailers and recreational vehicles are permitted by right as living quarters in properly authorized and developed Mobile/Manufactured Home Parks.
2. Emergency Residence: Travel trailers and recreational vehicles may be used as temporary living quarters located on the same lot as a residence made uninhabitable by fire, flood or other natural disaster and occupied by persons displaced by such disaster during the reconstruction of the permanent residence with approved temporary use permit that has a one (1) year term.
3. Temporary Use of a Travel Trailer or Recreational Vehicle as Living Quarters: A travel trailer or recreational vehicle may be used temporarily for living quarters for no more than five (5) consecutive days in any thirty (30) day period, except as listed above by obtaining a 5-day permit in the Public Works office at no charge. The permit must be displayed in a manner visible to the public.

SECTION 5. That should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. That this ordinance shall take effect immediately after passage and publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

SECTION 8. That the City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance to be published as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 9th day of July, 2013, with Councilmembers Harbour, McDonald, Benavides and Mayor McLellan voting “aye” for passage of same. Councilmembers Fernandez, Carrigan and Boyd, being opposed, voted “nay” for passage of same. Motion passes four to three.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 23rd day of July, 2013, with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE BIG SPRING CITY CODE BY AMENDING CHAPTER 11 ENTITLED "GARBAGE AND OTHER REFUSE," ARTICLE 2 ENTITLED "CHARGES FOR CITY COLLECTION OF MUNICIPAL SOLID WASTE AND BALEFILL," BY RENAMING ARTICLE 2; AMENDING SECTION 11-6 ENTITLED "COLLECTION BY CITY GENERALLY; PRIVATE COLLECTION OF BRUSH, ETC." TO REQUIRE DISPOSAL AT THE LANDFILL; AMENDING SECTION 11-8.(1) ENTITLED "COLLECTION CHARGES FOR MUNICIPAL SOLID WASTE," BY RENAMING IT AND BY AMENDING SUBSECTIONS (F) THROUGH (H) IN ORDER TO PROVIDE FOR NEW LANDFILL CHARGES FOR THE CITY LANDFILL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF \$1,000; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be in the public interest to revise the fees charged at the City Landfill; and

WHEREAS, there are references in certain provisions of the City Code to a balefill which are no longer accurate and should be updated to refer to a landfill; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will best be served by enactment of the following regulations;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AS FOLLOWS:

SECTION 1. That the Big Spring City Code Chapter 11 entitled, "Garbage and Other Refuse," Article 2 entitled "Charges for City Collection of Municipal Solid Waste and Balefill," Section 11-6 entitled "Collection by City Generally; Private Collection of Brush, Etc." and Section 11-8.(1) entitled "Collection Charges for Municipal Solid Waste," are hereby renamed and/or amended to read as follows:

Article 2. Charges for City Collection of Municipal Solid Waste and Landfill

Sec. 11-6. Collection by City Generally; Private Collection of Brush, Etc.

The collection of Municipal Solid Waste ("M.S.W.") in the city shall be performed by the City Sanitation Department which shall make periodic pickups throughout the city from the containers provided by the city and/or citizens of the city as required by this chapter. It shall be unlawful for any person, firm or corporation other than employees of the City Sanitation Department to collect M.S.W. in the City, except that the private collection and transport of brush, shrubs, leaves, grass and tree trimmings and cuttings by individuals or for hire shall be allowed so long as such items are transported in the manner required by state law to the city landfill and applicable landfill fees are paid.

. . . (Section 11-7 shall remain unchanged)

Sec. 11-8.(1) Garbage Collection and Landfill Charges

. . . (Subsections A – D shall remain unchanged)

(F) Landfill Fees – City of Big Spring and Howard County Residents:
Entrance shall require two forms of proof of residency drivers license or identity card plus a current utility bill. Addresses/name/photo must match)
Non City of Big Spring or Howard County waste will not be accepted at the landfill.

(1) Residential Customers: (limbs/brush/clippings,
large items or additional household trash)

Per ton charge	\$40.00
Minimum charge for 1 to 500 lbs.	\$10.00

(2) Commercial Customers:

Per ton charge	\$40.00
Minimum charge for 1 to 1,000 lbs.	\$20.00

G. Reserved for future expansion.

H. Private Compactor Service – Municipal Solid Waste:

(1) Landfill Charge – per ton	\$40.00
(2) Service charge (scheduled except Wed., Sat. Sun)	\$46.80
(3) Service charge (scheduled Wed., Sat. Sun)	\$70.20
(4) Service charge (unscheduled except Wed. Sat. Sun)	\$100.00
(5) Service charge (unscheduled Wed., Sat. Sun)	\$152.00

. . . (Subsections I – O shall remain unchanged)

SECTION 2. That should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. That the City Secretary is hereby ordered and directed to cause the descriptive caption as well as the penalties for violation of this ordinance to be published as provided by law.

SECTION 5. That this ordinance shall take effect immediately after its passage and publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 9th day of July, 2013, with Councilmembers Carrigan, McDonald, Benavides and Mayor McLellan voting “aye” for

passage of same. Councilmembers Fernandez, Harbour and Boyd, voting “nay” for passage of same. Motion passes four to three.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 23rd day of July, 2013 with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary



Fleet Management & Maintenance Operation

NOTICE TO AGENCIES

The City of Big Spring, Texas is seeking sealed proposals for a Contractor to institute a Fleet Management and Maintenance Operation for Preventive Maintenance and Repair of the City's fleet of vehicles and equipment (see **Attachment F** for subject list of vehicles and equipment) and related responsibilities.

Specifications may be obtained from Paul Sotelo, Purchasing Department, at City of Big Spring, 310 Nolan Street, Big Spring, TX 79720. Telephone number is (432)264-2388, Fax: (432) 264-2582 e-mail: psotelo@mybigspring.com

Questions may be sent to the Purchasing Department and will be directed to Paul Sotelo, Purchasing Agent, at City of Big Spring, 310 Nolan Street, Big Spring, TX 79720. Fax: (432) 264-2582. E-mail: psotelo@mybigspring.com.

A Pre-Proposal Conference will be conducted in the Big Spring City Council Chambers at 310 Nolan Street on Monday, August, 5, 2013, at 2:30 PM, local time. This conference will include a tour of the City's existing maintenance facility(ies) and a question and answer period.

Proposals will be accepted until 1:30 P.M., on Tuesday, August 13, 2013 at the Purchasing Department office, Building 19, 1380 Airpark, Big Spring, Texas 79702. Any bids received after the 1:30 close time will not be considered. All proposals received by 1:30 P.M. will be opened at 2:00 PM in the Big Spring City Council Chambers at 310 Nolan Street. Please send one (1) signed and executed original of the Proposal and nine (9) additional copies.

The City of Big Spring reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City.

CITY OF BIG SPRING, TEXAS



REQUEST FOR PROPOSAL

**SOLICITATION FOR PROFESSIONAL
FLEET MANAGEMENT AND MAINTENANCE SERVICES**

CITY OF BIG SPRING

PROPOSAL SCHEDULE

**REQUEST FOR PROPOSALS FOR
MUNICIPAL FLEET MANAGEMENT AND MAINTENANCE FOR THE CITY OF BIG SPRING**

<u>Department:</u>	CITY OF BIG SPRING
<u>Ad Date (run):</u>	
Big Spring Herald:	Sunday, July 28, 2013 & Sunday, August 4, 2013
<u>Pre-Proposal Conference:</u>	Monday, August 5, 2013
<u>Deadline for Questions:</u>	Thursday, August 8, 2013
<u>Proposal Due Date:</u>	<u>Tuesday, August 13, 2013 @ 1:30 p.m. (Friday)</u>
<u>Interviews & Negotiation:</u>	August 19, 2013 – August 21, 2013 (by appointment)
<u>City Council Award/Rejection:</u>	Tuesday, August 27, 2013
<u>Contract Commencement:</u>	Tuesday, October 1, 2013

NOTE: Dates subject to change.



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BACKGROUND

The City of Big Spring, Texas currently operates a rolling stock fleet of approximately 254 vehicles. (see Attachment G for subject list of vehicles). The Fleet Services Department is responsible for rolling stock asset and operation management.

The maintenance of the fleet is currently performed at a central maintenance garage facility located at 1011 E. 2nd St. within the City of Big Spring.

This approach to equipment maintenance is in effect for all City vehicles and equipment.

This Request for Proposal (RFP) is intended to secure the services of an experienced Contractor to provide fleet management and maintenance services for the City.

CITY'S INTENT

It is the intent of the City of Big Spring to procure the services of an experienced Contractor who will assume responsibility for:

- Management of the City's fleet preventive maintenance and repair operation;
- Acquisition of the City's current useable parts inventory;
- Working with the past inventory history to manage an updated Parts inventory for the City's fleet maintenance and repair; and
- Performing other functions routinely associated with the efficient management of the City's fleet.

The goals of this procurement include:

- Reduced overall fleet maintenance cost;
- Improved vehicle and equipment availability;
- Increased overall fleet operating efficiencies including a reduction in capital expenditures for fleet assets; and
- Improved services offered to the City's departments using fleet vehicles by professionalizing the total fleet function.

The City will establish cost and performance standards for fleet maintenance with a system of incentives or liquidated damages for attainment and/or failure to meet these standards. Respondents are expected to include in their responses to this RFP a proposal for reward/liquidated damages methodology. The City is particularly interested in the following maintenance performance:

- Car and light truck availability;
- Police and essential emergency vehicle availability;
- Preventive Maintenance scheduling and completion performance;
- Unscheduled repair performance;
- Parts availability;
- Quality of work;
- Road call performance; 24 hours a day/7 days a week; and
- Tracking System for Back log of work to be done (Deferred work orders).

The City will award this contract according to the terms of Local Gov't. Code, Chapter 252, Subchapter C. (See **Attachment C** for a list of proposal evaluation criteria.)

The final Agreement will include all elements of the Statement of Work within this RFP. Oral presentations may be required by corporate management of the Contractor who have the ability to fully answer all questions regarding their proposal within thirty (30) days after receipt of bids.

Substantial deviations from the minimum requirements of this RFP and the Statement of Work may cause disqualification from further consideration at the discretion of the City.

DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

Availability

Availability shall mean the percentage of time a piece of equipment is available for use during a 24 hour day. Availability for 95% vehicles is calculated as follows: Number of hours unit is available for use/24 Hours per Day.

85% vehicles will have a down time clock per vehicle use per department. (i.e one truck can run for more than one shift and possibly only four days a week.) These vehicles will be identified in Attachment G.

Availability ends (Downtime begins) when a unit is brought to the garage for authorized repair work, or upon receipt of notification that a unit requires towing to the garage for authorized repair work. Downtime ends when the department to which the unit is assigned is notified that the unit is available for service. Downtime/Unavailability does not include the time to make repairs necessary as a result of vehicle abuse, accidents, warranty, vandalism, or Acts of God.

Contract - an agreement executed by the City and the Contractor for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposal. The documents that will form the Contract include this "Request for Proposal," all attachments hereto, the winning Respondent's "Proposal," and the subsequent "Contract Agreement."

Contractor - the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City of Big Spring, State of Texas.

Fleet - all of the units listed in Attachment G as well as units that may be added to or deleted from the City fleet, subject to agreement by the Contractor.

Performance Bond - the security approved by the City and furnished by the Contractor as an assurance that the Contractor will execute the work and will pay all lawful claims in accordance with the terms of the Contract.

Surety - the party who is bound with and by the Contractor to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

Section 1 STATEMENT OF WORK

CONTRACTOR'S RESPONSIBILITIES

1. Provide scheduled preventive maintenance, remedial repairs, towing, parts inventory acquisition and management, and other associated fleet management services required to ensure the continuity of effective and economical operation of the City vehicles and equipment listed in Attachment G;
2. Furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with generally accepted industry fleet practices and as more specifically defined in this RFP. The Contractor will effectively manage the fleet assets of the City and maintain a life-cycle costing program for the City's fleet. The proposal will describe how these goals shall be accomplished;
3. Provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the City; and
4. Provide a qualified, experienced individual who will reside in the Big Spring area and serve as General Manager of the Operation, responsible for day-to-day operation of all divisions of the maintenance system in an efficient and effective manner.

1.1 FACILITIES

Work will be performed at the facility(ies) located at 1011 E. 2nd Street, Big Spring, Texas, or at any other site within the City's geographic boundaries, as directed. Such facility(ies) will remain the property of the City.

The City will lease to the Contractor the Maintenance Facility(ies) as specified in the City for a charge of \$1.00 per year. The Contractor shall not use the facility(ies) for work on vehicles or equipment not owned or leased by the City unless otherwise directed or permitted in writing by a duly authorized representative of the City. The Contractor will perform, at Contractor's cost, an environmental inspection of the facility(ies) prior to contract commencement. All results of the required environmental inspection will be reported to the City when available.

The City shall also provide, under the aforementioned yearly lease rate, City-owned equipment, service vehicles, tools, manuals, and furniture located in the Vehicle Maintenance Facility(ies). All equipment added during the term of the Contract, and approved by the City prior to acquisition will become the property of the City. The cost of special equipment purchased or leased, if approved and/or directed by the City, shall not be included in the cost target and will be billed to the City with the monthly invoice. The City may establish an amortization schedule for major equipment purchases whereby the Contractor will invoice only the scheduled amount monthly, if mutually agreed to by the Contractor. The physical facility(ies), office and shop equipment provided to the Contractor for the term of the contract will be returned to the City upon completion of the Contract in the same condition they were provided to the Contractor, except for normal wear and tear.

Between the date of contract execution and the date the Contractor actually occupies the facility(ies), a complete physical inventory of office and shop equipment will be taken by representatives of the City and the Contractor. A list of existing equipment is attached (Attachment H).

The City will supply heating, water and electricity at no cost to the Contractor. Contractor shall apply reasonable conservation standards applicable to other City facilities and which do not disrupt other City operations. The facility(ies) will include telephones on the City network. Only long-distance phone calls associated with the management and maintenance of vehicles may be included in the proposer's target cost.



The physical facility(ies) will be maintained by the City, including repairs, maintenance, and/or renovations to the real property and fixtures with the Contractor being responsible for informing the City of degraded conditions and the need for replacement or renovations.

The Contractor shall maintain equipment used by the Contractor during vehicle maintenance, such as compressors, lifts, service vehicles, etc. The City shall be responsible for replacement of such equipment at the end of its useful life as otherwise necessary. Facility(ies) repair work is not included in the target cost. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies. The above-mentioned routine facility(ies) maintenance costs shall be included in the target cost. The contractor shall be responsible for yard maintenance both inside and outside of the fenced area.

1.2 HOURS OF SERVICE

The shop(s) shall normally be open from 7:00 A.M. to 8:00 P.M., Monday through Friday and may be open for additional time at respondent's discretion. Vehicles and equipment shall be accepted for service during these hours of operation.

The shop shall be open and operating every scheduled City work day. The Contractor will observe holidays in accordance with the City's holiday schedule. The Contractor may work on scheduled holidays, but must not expect delivery of vehicles scheduled for Preventive Maintenance or other maintenance services, unless prior arrangements have been made by the City.

1.3 SECURITY

The Contractor may change the lock cylinders on any or all the maintenance facilities and equipment leased for the duration of the contract. Upon request, the Contractor shall provide duplicate keys to the Contracting Officer.

The Contractor shall also provide for security of the City's vehicles and equipment while in the Contractor's possession for maintenance or repair.

Section 2 PREVENTIVE MAINTENANCE (PM)

A preventive maintenance (PM) program will be established for all vehicles and equipment that are the responsibility of the Contractor. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the original equipment manufacturers (OEM) specifications, or other specific warranties and recommendations. At a minimum, the Contractor must perform a preventive maintenance inspection on each vehicle and piece of equipment every 3,000 miles or three months of service, whichever occurs first, except for special classes of vehicles and equipment as noted in the Contractor's Proposal. All vehicles in **Attachment F** will receive engine oil and filter change and flat tire repair as needed throughout the contract under target costing.

Although subject to change as agreed by the Contractor and the City, the PM work will meet the following minimum requirements:

2.1 PM-A

Perform Items 1-10 every PM interval (every 3,000 miles or 3 months, whichever occurs first):

1. Safety Checklist;
 - tires-record tread depth of all tires-a minimum of 3/32 tread depth shall be maintained (5/32 for emergency and essential use vehicles)
 - lights-exterior and interior lights and gauges
 - windshield wipers
 - fluid levels
 - battery and charging system; also clean terminals and check cables
 - heating/air-conditioning system
 - exhaust system and exhaust hangers and clamps
 - steering and suspension
 - frame, cross members and body joints
 - drive shaft/U-joints
 - seatbelts
 - windshield, windows and mirrors
2. Inspect critical components (hoses, belts, etc.) replace any worn or damaged components);
3. Inspect vehicle appearance (look for body damage, rust, interior condition, etc.);
4. Engine oil and oil filter – change and oil sample;
5. Lubricate chassis, hinges, locks, etc.;
6. Emission controls – service;
7. Brake inspection – per manufacturer's recommendation based on type of vehicle. (3000 miles on police cruisers);
8. Cooling system (service if needed);
9. Starter/charging system (check and repair or replace deficient components); and
10. Inspect air cleaner element and replace, if needed.

2.2 PM-C

Perform Items 1-5, in addition to items in PM-A, every fourth PM interval.

1. Tires - rotate and balance;
2. Front wheel bearings – service;
3. Scope engine;
4. Automatic transmission service which includes adjustment, fluid and filter change. Transmission and differential oil samples; and
5. Tune engine and test emissions.

2.3 ROUTINE MAINTENANCE AND REPAIRS

Perform repairs as required; road test and correct deficiencies.

2.4 YEARLY MAINTENANCE AND INSPECTIONS

The Contractor shall inspect every piece of equipment in the fleet annually. At the Contractor's option, this can be completed at the Maintenance Facility(ies). It is the City's intent that the Contractor's proposed annual target costs include essentially all costs associated with equipment maintenance activities to assist the City in insuring a predictable fleet budget. Therefore, the proposed target costs shall include all repairs based on equipment age, mileage or run hours, normal wear, manufacturers' recommendations on replacement cycles for parts and components, and other repair activities that can be reasonable anticipated.

Perform other statutory inspections and tests that may be required by Federal or State laws.

2.5 NON-VEHICULAR EQUIPMENT

Maintain hourly miscellaneous equipment in compliance with the OEM specifications or as necessary, or needed upon the Cities request.

2.6 FLEET ASSESSMENT

Within six (6) months after the starting date of the Agreement, the Contractor shall perform a PM –A on every piece of equipment in the fleet and identify any deficient vehicles. Deficient vehicles are those identified as not meeting the fleet standard. Major component failures identified during this initial three-month period shall be reported to the City Fleet Administrator for consideration and scheduled for any repairs needed, which will be considered non-target work, therefore, costs are not to be included in the Contractor's proposed fixed price. Each repair will be done on a case by case basis and the City will choose the time and work to be done.

2.7 SCHEDULING

PM activities should interfere minimally with the operator's normally required work schedule. Therefore, vehicle and equipment PMs should be scheduled at times mutually agreed upon by the Contractor and the City. The Contractor shall develop and provide an automated PM schedule to the City with sufficient lead time that the City can give seven to ten (10) days notice to the vehicle user. PM schedule notification, referencing both the department and unit number, shall be provided in writing to the designated Department representative. The Contractor will be responsible for all contact with departments regarding vehicle PM scheduling. The City, the designated Department representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance. Contractors are asked to include in their Proposals policies regarding PM appointments missed by the City and vehicle operators. The City will work with the contractor to assure all vehicles are made available for PM's when scheduled.

Vehicle operators are responsible for delivering their vehicles for service according to the schedule set by the Contractor. If a vehicle operator fails to deliver a unit on schedule, the Contractor will notify the City Department Liaison immediately and will reschedule the vehicle for service as soon as possible but no later than 7 days from the originally scheduled date.

2.8 PERFORMANCE

The timely performance of preventive maintenance is incumbent upon the Contractor for all fleet vehicles. It is incumbent upon the Contractor to schedule, notify and perform the scheduled preventive maintenance.

Section 3 REPAIRS

The Contractor shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs to those which are consistent with the age, mileage, and cost to repair criteria of good fleet maintenance. A standard repair time book will be used by the contractor for billing, and made available to the City for review. Every reasonable effort will be made to meet standard repair times.

3.1 REPAIR LIMITATIONS

Repairs estimated to exceed \$1,000.00 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the City.

3.2 ROAD CALLS

The Contractor shall provide emergency road service calls, including towing service, for vehicles in the City's fleet. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. If towing is required, the vehicle, driver and passengers will be taken to a safe location. Towing charges will only be accepted for vehicle breakdowns and accident repair transportation. Towing is not an acceptable or chargeable transportation alternative for routine maintenance and repair activity. Further, towing charges for breakdowns resulting from recent maintenance or repair are to be at the Contractor's expense.

3.3 QUICK FIX

The Contractor shall provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for the service. Vehicles repaired under Quick Fix are to be moved to top priority. Example quick fix repairs include fluid replenishing, windshield wiper service, and headlight replacement. PMs will not be conducted as a Quick Fix function.

3.4 WARRANTY

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of this fleet. Such work will be reimbursed directly to the Contractor by the equipment manufacturer and the City will not be charged for such work. Payments and adjustments received by the Contractor for warranty work shall be credited to the City account.

3.6 OUTSIDE REPAIRS

The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically or expeditiously in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The plan shall be periodically and informally reviewed by the City and the Contractor to ensure that the outside repair versus in-house repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Subcontractor invoices will be accepted solely by the Contractor.

3.7 VEHICLE PREPARATION AND DISPOSAL

The Contractor shall prepare newly acquired vehicles for service. Preparation shall include inspections, installation of special equipment (communications, light bar equipment, cameras, decals, etc.) and coordination of radio installation by the radio Contractor. The Contractor will be responsible for coordinating scheduling, pickup, delivery, or transference of these vehicles to the successor vendor and for inspection of the completed work for compliance with contract standards. The Contractor will be responsible for coordination, tracking and billing for all work.

Vehicles to be sold by the City shall be prepared for disposal by the Contractor. Preparation shall include removal of tags, decals and special equipment, and other paper work. When a vehicle is sold, Contractor will adhere to policies and practices of the City. Contractor shall assist the City with the preparation of vehicle and equipment auctions.

Contractor should describe in their Proposals, plans for assistance with vehicle and equipment preparation and disposal within the target costs.

3.8 ACCIDENTS

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. The Contractor shall obtain at least three (3) competitive bids for each accident repair. Accident repairs shall not be included in the target cost. Insurance settlement proceeds should be paid directly to the City.

3.9 VEHICLE ABUSE AND MISUSE ADMINISTRATION

It is the responsibility of the Contractor to notify the Contract Administrator and a City Department Coordinator whenever a vehicle shows suspected blatant abuse or misuse by the driver.

The Contractor will document the case for vehicle abuse or misuse, and furnish evidence of the associated vehicle damage, breakdown or failure to the Contract Administrator. The Contract Administrator, who will review the evidence, may rule: (a) that the Contractor assessment is unfounded and that the repairs must be made by the Contractor as a target service expense, or (b) that the operator of the vehicle was at fault and that the repairs be performed by the Contractor as a non-target service.



Section 4
VEHICULAR SERVICES

4.1 MOTOR POOL

The Contractor shall be responsible for maintaining all Motor Pool vehicles if provided by the City.

4.2 FUEL

The City will fuel all vehicles and equipment.

Maintenance, management, repair, or replacement of the City's Automated Fuel Management System shall **not** be the responsibility of the Contractor.

Contractor shall include in the Proposals a method to support the City in purchasing fuel (such as established national fuel supply networks and bulk fuel purchasing discounts). This service shall not be deemed a requirement of this RFP, nor should any related costs be included in the final proposal except under the heading of "Alternate/Additional Services". The City is currently purchasing its fuel but is open to other options if they are financially sound.

Currently the City outsources its fuel through an annual contract. On a monthly basis, fuel vendors provide an ASCII file that is uploaded to the FMIS for processing. File layouts will be provided to the contractor.

The contractor will be responsible for the management of gas cards.



Section 5 PARTS

5.1 PARTS SUPPLY

The Contractor shall furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet OEM specifications, and shall be warranted accordingly. Use of counterfeit or non-OEM specified parts is not permitted without specific authorization from the City on a case by case basis.

Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.

5.2 INVENTORY

Within thirty (30) days after the commencement of the contract period, the Contractor shall present a plan to purchase, at cost (to be mutually agreed upon by the City and Contractor), the City's parts and supplies assigned to the City's fleet. A complete physical inventory will be taken by representatives of the City and the Contractor at the beginning of the Contract. Upon completion of the inventory, the Contractor will be totally responsible for parts accountability and security. The Contractor will assist the City with disposal of the inactive, unusable, excess and obsolete parts in the City stock. Contractor should describe obsolete and overstocked inventory disposal methodologies in their Proposals to the City.

The Contractor shall help the city develop and maintain an adequate parts inventory as defined by the City as part of the Contractor's target costs. A management information system shall be used to monitor the parts inventory and track parts usage on the City's fleet. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked. Contractor shall describe their program for inventory control, ability to provide volume purchasing programs, and plans to utilize local vendors and suppliers, as appropriate, in their Proposals to the City.

The City shall purchase, at cost from the Contractor, all of the active parts in inventory upon completion or termination of the Contract.

Section 6 RECORDS

Upon prior notice to the Contract Project Manager, the Contractor shall provide the City's authorized representative(s) access at all reasonable times to all electronic and hard data (Reference Section 9. Fleet Management Information System), books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the Contractor's fleet management and maintenance services for the City, and shall provide to the authorized representative(s) cost verification for work.

6.1 FILES

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet of the City.

A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and serial number along with invoice information. Information will be updated monthly, and in no instance, shall be older than 45 days. Vehicle history will be supplied to the Contractor by the City, as available through existing records from the current contract.

All electronic data stored in the Contractor's MIS shall be owned by the City and made available to the City's authorized representatives at any time during the contract. The software and the MIS shall be maintained by the Contractor. Files will be transferred at the direction of the City's MIS Department at the completion of the current contract. Contractor will be required to produce a complete, unalterable audit trail of all parts transactions used for the previous twenty-four (24) month period during the entire term of the contract.

6.2 WEEKLY REPORT

The Contractor shall generate a weekly report for delivery to the City before noon each Monday. The weekly report shall be in memo format and shall include from the previous week's activity:

- A listing of vehicles not delivered for a scheduled PM. The listing shall include the assignee's name and department, if known;
- Repair activity, by Department;
- A status report on vehicles out of service for more than seven (7) days;
- Number of work orders processed;
- Number of re-work work orders, and total shop time devoted to re-work (to be credited to the City);
- Summary Work Order with detailed cost figures for each vehicle repaired;
- Fleet Readiness / Availability statistical information, as a percentage of the overall fleet and by department;
- Down time hours; and
- Back log.

6.3 MONTHLY REPORT

The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. This report shall include, but not be limited to:

- Maintenance costs for the month compared to target costs;
- Failure/attainment in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year;
- Costs for accidents and other items not included in target costs (i.e. non-target work);
- Discovery or indication of abuse by the vehicle user in excess of normal wear and tear;
- Number of shop orders;
- Number of service calls;

- Number of vehicle PMs scheduled/completed;
- Downtime by category and in total;
- Cumulative records of sub-contracted work;
- Total labor hours expended;
- Total parts cost;
- Problem/accident summary; and
- Back log.

6.4 PERFORMANCE MEASURES

The City intends to incorporate into the Agreement specific performance measures that will be used as a basis to monitor and evaluate fleet maintenance and administrative services as provided by the Contractor. These performance measures will include:

- a. Fleet Availability Rate (Vehicle availability will be monitored and calculated for two groups of vehicles:
 - i. 95% availability group – consists of the frontline critical service vehicles. Vehicles included in this group are so designated in the Vehicle Equipment List (Attachment G).
 - ii. 85% availability group – consists of all vehicles not included in the 95% group.
- b. Percentage of PM's Completed on Schedule – minimum of 95%
- c. Rework Percentage (Repeat Repairs, 60 Day Non-PM related) – maximum of 3%

6.5 INVOICES

At the commencement of the Contract, the Contractor will invoice the City in an amount equal to 1/12th of the annual target price for the first month's target services. Following the first month of services, the Contractor will invoice the City on the first day of each month in two parts: 1/12th the annual target price for the current month's target services, and a separate invoice delineating additional reimbursable items (including directed work, approved accident repairs, and other approved non-target work, emergencies, major component failure within the first three months) which were incurred by the Contractor in the previous month. Invoices shall be paid completely by the City within thirty (30) days of receipt of the invoice.

The Contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. The City will be responsible for paying the remainder of each month's invoice when individual invoice line-items are awaiting dispute resolution. Invoices shall include backup for all reimbursable items by work order.



Section 7

FLEET MANAGEMENT INFORMATION SYSTEM

The Contractor will own, install, implement, and maintain all hardware and software necessary for an electronic record-keeping and reporting system for all services being contracted. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.

The Contractor's IT must be a multi-user system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, etc. The Contractor must allow the City on-line read-only access to the IT and the data contained therein. Proposers should describe the ongoing IT support that will occur throughout the contract.

Proposers should include in their Proposals to the City a complete description of the Contractor's IT, including sample reports, hardware requirements, staffing plan to input and maintain IT data, corporate IT support programs and personnel, training and orientation programs, and system configuration. The City may, at its discretion, request a real-time demonstration of the Contractor's proposed fleet IT, as part of the oral presentations or visits to the Contractor's other existing fleet management sites prior to contract award.



Section 8 VALUE-ADDED SERVICES

8.1 EMERGENCIES

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations. Such service shall include adequate staffing to ensure continued vehicle operations at a level determined to be required by the City. Costs incurred during emergency situations are not to be included in the cost target. Contractors are required to describe the invoicing for emergency services in their Proposals to the City.

The Contractor shall provide emergency road service calls, including towing service, for vehicles in the City's fleet. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. The contractor shall tow any City-owned or leased vehicle requiring service, regardless of whether or not the cause is an authorized repair or another incident.

The Contractor will submit with the RFP a detailed plan for responding to a major emergency, including an after-hours contact number. The Contractor will detail staffing, communications, equipment rental, parts availability and facility utilization. The Plan shall be organized into short term (30 days or less) and long-term (greater than 30 days) components.

8.2 PURCHASES

The Contractor shall assist the City in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the City with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the City's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services. The Contractor will maintain an ongoing fleet replacement schedule, to be utilized in the City's Capital Improvement Plan. This schedule will be prepared in conjunction with the Purchasing Department, based on user department needs.

Contractor should include in their Proposals, any available leasing assistance the Proposer can provide the City as part of the contract for fleet management services.

8.3 DIRECTED WORK

The City or its designee may direct the Contractor to perform additional tasks (i.e., tasks not related to ongoing and normal operations) under this Contract. The Contractor shall perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the target cost. Contractor will to include in their Proposals the invoicing for such directed work.

8.4 INVESTIGATIONS

The Contractor shall support the City with technical investigations related to the automotive fleet. Such investigations may support accidents, fire, or other issues of a technical nature.

8.5 WASTE

The Contractor shall be responsible for and shall propose/retain vendors for the disposal of all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with current City, State and Federal laws and EPA regulations. The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Contractor will provide a written Hazard Communication Program. The Contractor shall hold the City free of liability for all actions of the Contractor relating to waste disposal.



Contractor should include in their Proposals to the City a description of their qualifications to handle waste streams generated as a part of normal City fleet maintenance.

8.6 FLEET REDUCTION AND CHANGES IN FLEET SIZE

The Contractor should plan on fleet reductions of 3-5% of total fleet inventory during the first year of the contract. This will require identification of low use units in the fleet and creativity in developing replacement transportation as the City reduces its fleet.

The target budget may be adjusted each quarter to correspond to increases or decreases in fleet size on a vehicle equivalent basis. The Contract Administrator and the successful Contractor will determine the initial fleet size within 30 days of contract award. Each prospective Contractor must complete the Vehicle Equivalent Worksheet included in the appendix in order to provide a basis for making this adjustment.



**Section 9
STAFFING PROVISIONS**

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided hereunder. The Contractor shall be required to perform pre-employment drug-testing for all proposed Contractor employees.

9.1 CONTRACTOR'S GENERAL MANAGER

The Contractor's General Manager shall have proven managerial experience managing and maintaining municipal fleets and/or fleets of similar composition. Nominee(s) for General Manager shall be presented to the City for specific approval, preceded by resumes.

9.2 STAFFING REQUIREMENTS

The Contractor will give fair consideration to existing employees for employment. All existing staff will be interviewed for positions with the Contractor. The Contractor will be able to choose those most qualified from the existing staff as potential employees.

9.3 CONTRACTOR BENEFITS

The Contractor shall have sole responsibility for determining and providing benefits for Contractor employees. These costs will be included as part of the target price.



**Section 10
PERFORMANCE**

10.1 RIGHT TO REQUIRE PERFORMANCE

The City's failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

10.2 BONDS

10.2.1 Bid Bond

Contractor shall furnish a Bid Bond in the amount of \$25,000 with the proposal.

10.2.2 Performance Bond

Prior to Contract execution the Contractor shall furnish a Performance Bond executed by a Surety Company duly authorized to do business in the State of Texas, in an amount equal to \$250,000, as security for the faithful performance of the contract.

The Performance Bond shall require the Contractor to faithfully perform all terms of Contract and shall be in a form approved by the City Attorney and occupied by a Power of Attorney authorizing execution.



Section 11 INSURANCE AND INDEMNITY

11.1 MANDATORY INSURANCE REQUIREMENTS

The Contractor shall provide insurance certificates evidencing compliance with the insurance requirements established herein. The Contractor shall provide the following insurance during the term of this contract.

11.1.1 Worker Compensation & Employer's Liability

- Policy Limits – “Statutory Limits” box should be checked on certificate for Workers’ Compensation.
- Waiver of Subrogation against the City of Big Spring and its officers, agents, and employees shall be included.
- If any of the Contractor’s employees engaged in hazardous work on the project under this contract are not protected under the Workers’ Compensation Statue, then the Contractor shall provide adequate employer’s general liability insurance for the protection of this class of employees.

11.1.2 General Public Liability Insurance

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence OR \$600,000 combined single limit per occurrence.

The policy shall name the City of Big Spring as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the City and its officers, agents, and employees. The policy shall provide coverage for contractual liability and acts of independent contractors.

11.1.3 Comprehensive Motor Vehicle Liability Insurance

Comprehensive Motor Vehicle Liability Insurance on all vehicles used in connection with the contract, whether owned, non-owned or hired as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence OR \$600,000 combined single limit per occurrence.

The policy shall name the City of Big Spring as an additional insured and include a waiver of subrogation against the City and its officers, agents, and employees.

11.1.4 Umbrella Policy Coverage

Umbrella Policy Coverage of at least \$500,000 overlying commercial general liability and motor vehicle liability policies with the City of Big Spring shall be named an additional insured on this policy OR at least \$1,000,000 Combined Single Limit on both the General Public Liability and Comprehensive Motor Vehicle Liability Insurance.

11.1.5 Garage Keeper's Legal Liability

Garage-keeper's Extra Liability Insurance of at least \$500,000 per occurrence, which may be included as an endorsement within the General Public Liability policy.

11.1.6 Policy Cancellation

The certificates of insurance furnished to the City of Big Spring shall contain a provision that coverage under such policies shall not be canceled or materially changed unless at least 30 days prior written notice has been given to the City. All policies shall be issued by an insurer authorized by Texas Department of Insurance to issue the applicable policies in the State of Texas.

11.2 INDEMNITY



The Contractor and its sureties shall defend, indemnify and hold harmless the City of Big Spring and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the performance or attempted performance of this contract. So much of the money due the Contractor under this Contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, the sureties shall be held, until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished the City. The Contractor and its sureties expressly agree to defend, indemnify and hold harmless the City, its officers, agents, and employees in accordance with this clause regardless of whether (1) the injury or damage is caused in part by the acts, or omissions, including negligence, of the City or its officers, agents or employees or (2) the injury or damage is caused by any condition of the City's property.

11.3 CERTIFICATE HOLDER

City of Big Spring, State of Texas.



Section 12
WORKING CONDITIONS

In the performance of the Agreement, the Contractor shall adopt working conditions, and other employment policies which meet the approval of the City, provided however, that such policies comply with applicable Federal or State laws.



Section 13
JOB SAFETY COMPLIANCE

It shall be the responsibility of the Contractor to comply with all Federal, State or local laws affecting job safety. At a minimum, Contractor will provide a written Safety Program, a "Lock out/Tag out" Program, a safety training program for maintenance facility employees, and ***a performance-based safety incentive program*** for all maintenance technicians.



Section 14 EQUAL OPPORTUNITY COMPLIANCE

The attached Appendix relating to Equal Opportunity Employment is hereby incorporated into this Agreement by reference (Attachment A).

The Contractor understands that this Appendix is a condition of this Agreement and agrees to comply with the provisions contained herein.

14.1 GENERAL CONDITIONS OF PROPOSAL

The General Conditions of Agreement between the City and Contractor are included in Attachment B.

14.2 CONTRACT TERM

The duration of the Contract will be from April 1, 2010 to March 31, 2013, for thirty six (36) months. Further, this Contract may be annually renewed by mutual agreement each year up to seven (7) years, provided that the funds for this contract are available and an operating budget is approved by the City and Contractor and that the Contractor has established a satisfactory record of performance.

14.3 CONTRACTOR'S RELATIONSHIP TO THE CITY

14.3.1 Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor will be in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of the City. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

14.3.2 Subcontracting

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withheld. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the City shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor.

14.3.3 City Representative(s)

Unless provided otherwise elsewhere in the Contract, the City may authorize representative(s) to act on behalf of the City on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

14.3.4 Inspection of Work

The Contractor shall furnish the City or authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of the Contract. The City may appoint qualified persons to inspect the Contractor's operations and equipment, and Contractor shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

The Contractor shall provide read-only access to all MIS data as an additional means for the City to inspect the Contractor's work.

14.4 COSTING METHODOLOGY

14.4.1 Target Cost Proposal

The target cost proposal, which shall be the Contractor's operating budget for each year of this contract, shall be included in the Contractor's Proposal using the attached Cost Proposal Forms and shall include the following cost items:

- Personnel costs;
- Parts/supplies/outside services;
- Overhead expenses; and
- Administrative costs and management fees.

This target amount is to be a firm, fixed cost.

14.4.2 Labor Costs

Personnel costs will include wages, salaries, fringe benefits, payroll taxes, mechanic and management costs.

14.4.3 Parts/Supplies/Outside Services

The Contractor will charge the City for outside services as the services are used, as reflected in the Contractor's non-target repair orders. All parts and supplies will be a pass through to the City. Unless a lower cost for parts can be obtained by the contractor through a vender agreement.

14.4.4 Overhead Expenses

Overhead expenses will include such items as office supplies, uniforms, bonding costs, copying costs and insurance. All overhead expenses will be invoiced to the City as they are incurred at the Contractor's net cost without markup.

14.4.5 Administrative Costs and Management Fees

Line items in the approved budget for administrative costs and management fees will be charged to the City for each accounting period on a pro rata basis. These items will not be subject to documentation.

14.4.6 Additional Costs

The approved budget shall include the cost target as adjusted for the additional cost items described herein.

14.4.7 Capital Expenditures

Any and all City approved capital expenditures of the Contractor for equipment or other capitalized items (i.e., engine analyzer), in connection with the services and work to be provided by the Contractor hereunder, shall not be included in the approved target. The City will have the option to purchase any Capital expenditures through a vender as needed.

14.4.8 Directed Work

Overtime and other City approved labor and material cost incurred by the Contractor in performance of emergency or other directed work shall not be included in the approved target, pursuant to the terms of the Contract. The City will not approve or reimburse the Contractor for overtime charges for work included in the target cost.

14.5 ADJUSTMENTS TO THE APPROVED BUDGET

14.5.1 Changes in the Size or Composition of the Fleet

The cost target shall be adjusted to correspond to increases or decreases in the type of equipment in each class if such changes are at least five (5%) percent. These adjustments shall be made quarterly.

14.5.2 Annual Adjustments

The cost target and approved budget, including the Contractor's fee, shall be adjusted for the second and subsequent years of the Contract prior to the end of the previous contract term.



With the exception of labor, escalation of the approved budget for the ensuing year shall not exceed the Cost/Price Index (CPI) for all urban consumers in the State of Texas for the prior year. The CPI will be based on the South – Size Class D, and an example has been included (Attachment I). Changes to the Contract shall be documented in a Contract Amendment.

During the Annual Meeting between the City and the Contractor, the Contractor's performance will be reviewed. The City will present a "report card" that includes the City's assessment of Contractor performance in the areas of fleet maintenance, operations, cost/performance, in the areas of fleet maintenance, operations, cost/performance, targets/incentives, and other issues. The "report card" shall also include the names and contact information for the previous five (5) bids, including whether the bid was won or lost and for what reason(s). The meeting shall also include a review of the contractors cost of doing business.



CERTIFICATE AND NON-COLLUSION STATEMENT

The undersigned person duly authorized to represent respondent regarding this proposal, hereby certifies the information contained within this proposal to be true and complete to the best of his/her knowledge and belief.

The undersigned further certifies that neither he/she nor anyone employed by respondent has arranged for any person to solicit or procure any Contract from the City, nor will anyone make any payment or agree to make any payment in connection with the procurement of this Contract.

BY _____

NAME & TITLE _____

(RESPONDENT) _____

ADDRESS _____

COUNTY OF _____)

)ss

STATE OF _____)

Subscribed and sworn to before me this _____ day of _____, 19__.

My commission expires:



DISCLOSURE OF INTERESTS

City of Big Spring, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner () 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Big Spring having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Big Spring having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City of Big Spring having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Big Spring, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____



DEFINITIONS

The following definitions of terms should be used in answering the questions herein:

Board member – a member of any board, commission, or committee appointed by the City Council of the City of Big Spring, Texas.

Employee – any person employed by the City of Big Spring, Texas either on a full or part-time basis, but not as an independent contractor.

Firm – any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.

Official – the Mayor, members of the City Council, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Big Spring, Texas.

Ownership interest – legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.”

PLEASE FILL IN INFORMATION NEEDED AND SUBMIT TO:

THE CITY OF BIG SPRING
PURCHASING DEPARTMENT
BUILDING 19
1380 AIRPARK
BIG SPRING, TEXAS 79720



**PROPOSAL TO PROVIDE FLEET MANAGEMENT AND MAINTENANCE SERVICES
FOR THE CITY OF BIG SPRING, TEXAS**

Pursuant to your Request for Proposal, the respondent identified herein submits this proposal to provide fleet management and maintenance services to the City of Big Spring, Texas.

1. Respondent is (check one): An Individual
 A Partnership
 A Corporation

2. The name and position of the person duly authorized to represent respondent regarding this proposal, including negotiation of Contract if respondent is selected, is: _____

3. The name and position of the person duly authorized to execute Contracts on behalf of respondent is: _____

4. If respondent is an Individual, complete the following:
Respondent is an individual doing business under the name(s) of _____ at _____

in the City of _____, in the County of _____, in the State of _____.

The following is a complete and accurate list of the names and addresses of all persons interested in this proposal, or who may represent respondent regarding this proposal.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

5. If respondent is a Partnership, complete the following:
Respondent is a (general) or (limited) Partnership, doing business under the name of _____

at _____ City of _____,
County of _____, in the State _____.

The Partnership was formed on _____, and the Partnership is recorded in the County of _____, State of _____.



The following is a complete and accurate list of the names and addresses of the Partners:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

6. If the respondent is a Corporation, complete the following:

Respondent is a Corporation doing business under the name of _____

at _____ in the City and State of _____.

The Corporation was organized on _____, and existing under the laws of the State of _____, in the County of _____.

Mailing address, if different from above, for correspondence pertaining to this proposal is

7. **Financial Responsibility**

BANK	ADDRESS
_____	_____
_____	_____
_____	_____

Include your most current audited financial statements (if applicable) and your most current balance sheet and income statement

8. **Specify how your proposal differs from the City's.**



Respondents must complete the following Cost Proposal Form.

TO: The City of Big Spring, Texas

We, the undersigned, propose to furnish Fleet Management and Maintenance Services to the City, from _____, 20__ at _____ A.M. to _____, 20__ at _____ P.M., Mondays through Fridays, excepting legal holidays, pursuant to the Award of the Contract with the "Notice for Request for Proposal" for the amount of \$_____, as set out in the general categories below:

<u>CATEGORY</u>	<u>FIRST-YEAR COST</u>
Labor Costs	\$ _____
Parts and Supplies	\$ _____
Overhead Expenses	\$ _____
<u>Administrative Costs</u>	<u>\$ _____</u>
Subtotal Cost Target	\$ _____
<u>Management/Service Fee</u>	<u>\$ _____</u>
TOTAL FIRST-YEAR COST TARGET	\$ _____
Shop Labor Rate (Ref. 8.3)	\$ _____
Mark-up on Overtime for Emergency/Directed Work (Ref. 8.1 and 8.3)	_____ %

Alternate Cost Proposal

Contractor shall submit an alternate cost proposal on a "Cost-Plus" proposal and shall include any information that clearly describes any and all services associated with "Cost-Plus" alternate cost proposal.

The price shall be required to be firm for the Contract period. The Award of the Contract will be made to the most qualified and responsible respondent in accordance with criteria as outlined in Attachment C of this document to the Request for Proposal. The City reserves the right to reject any or all proposals.

The undersigned agrees, should this proposal be accepted, to execute the form of the Contract and present the same to the City for approval within thirty (30) days after being notified of the awarding of the Contract.

RESPECTFULLY SUBMITTED,

BY _____

ADDRESS _____

Date: _____



**ATTACHMENT A
AGREEMENT AND CERTIFICATION OF COMPLIANCE
WITH FEDERAL LAWS AND REGULATIONS**

The City and the Contractor (hereinafter jointly referred to as "Contractor" for the purpose of this Attachment) are subject to the requirements of employment and governmental contract regulations including, but not limited to Executive Order 11246, as amended; Executive Orders 11625 and 13170; Section 402 of the Vietnam Era Veterans Readjustment Act of 1972, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and related rules and regulations of the Department of Labor and the Office of Federal Contract Compliance Programs.

THE EQUAL OPPORTUNITY CLAUSE (if this contract exceeds or will exceed \$10,000.00.)

During the performance of this contract, Contractor agrees to be bound by the following provisions as contained in Section 202 of Executive Order 11246, as amended, to wit:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers for which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts, by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each Subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a Subcontractor or Contractor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF NON-SEGREGATED FACILITIES (if this contract exceeds or will exceed \$10,000.00.)

Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Contractor agrees that a breach of his certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of such subcontracts exceeding \$10,000.00 which are not exempt from the provisions of Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward notice to such proposed Subcontractors (except where he has obtained identical certification from proposed Subcontractors for specific time periods.) **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.** A Certification of Nonsegregated Facilities as required by the May 21, 1968, order on Elimination of Segregated Facilities, by the Secretary of labor (33 Fed. Reg. 7804, May 28, 1968), must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is proscribed in 18 U.S.C. 1001.)

EMPLOYER REPORT EEO-1 (if this contract exceeds or will exceed \$59,000.00.)

The undersigned Contractor further agrees and certifies that if the Contractor has 50 or more employees, Contractor will file a complete and accurate report on Standard Form 100 (EEO-1) with a Joint Reporting Committee at the appropriate address per the current instructions within thirty (30) days of the Contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

WRITTEN AFFIRMATIVE ACTION PROGRAM (if this Contract exceeds or will exceed \$50,000.00.)

The undersigned Contractor further agrees and certifies that if the Contractor has 50 or more employees, Contractor will develop a written affirmative action compliance program for each of its establishments as required by Title 41, Code of Federal Regulations, Section 60.1.40 and 60.2.

VETERANS EMPLOYMENT CLAUSE (if this Contract is for \$10,000.00 or more)

Contractor agrees to abide by and comply with provisions of the Affirmative Action Clause, Section 60-250.4 of 41 C.F.R. unless exempted as therein provided and which provisions are incorporated herein by reference to the same extent as though set forth herein in full.

EXECUTIVE ORDER 11758 - EMPLOYMENT OF HANDICAPPED PERSONS (if this Contract is for \$2,500.00 or more.)

Contractor agrees that it will abide by and comply with the provisions of the Affirmative Action Clause, Section 60-741.4 of 41 C.F.R. (41 Fed. Reg. 16150, April 16, 1976), Affirmative Action for Handicapped Workers, which provisions are incorporated herein by reference to the same extent as though set forth herein in full.



FEDERAL PROCUREMENT REGULATION AMENDMENT 153 - UTILIZATION OF SMALL BUSINESS CONCERNS CLAUSE
(if this Contract exceeds or will exceed \$10,000.00.)

(a) It is the policy of the Government that a fair portion of purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

EXECUTIVE ORDER 11625 - UTILIZATION OF MINORITY BUSINESS ENTERPRISE (If this Contract exceeds or will exceed \$10,000.00.)

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the term "minority business enterprise" means a business, at least fifty one (51%) percent of the stock of which is owned by minority group members. For the purpose of this definition, minority groups or members are Negroes, Spanish-speaking American persons, American-Orientals, American Indians, American-Eskimos, and American-Aleuts. Contractors may rely on written representations by Subcontractors regarding their status as minority business enterprises in lieu of independent investigation.

ATTACHMENT B PROPOSAL REQUIREMENTS

CONTRACTOR RESPONSE

This Request for Proposal (RFP) represents the requirements of the City to procure Contractor services for City fleet management and maintenance services for the City of Big Spring Central Maintenance Garage Fleet Repair and Maintenance operations.

The following section provides a general description of information to be included in proposals. Proposals must be submitted in the format outlined in this Attachment. Additional information may be submitted in the form of separate bound appendices. Respondents must furnish all information required by the request.

Incurring Costs

All costs incurred in the preparation and + of proposal will be borne by the Respondent.

Economy of Preparation

Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, representations and items submitted in support of proposals may be included in the Contract.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn in person by written notice received at any time prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Respondent.

Solicitation of Amendments

In the event an amendment to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the amendment. Respondents must remit an acknowledgment of receipt of such amendment(s) to the place designated. The acknowledgment must be remitted prior to the hour and date specified for receipt of proposals in the amended RFP.

RESPONDENTS WHO DO NOT ACKNOWLEDGE RECEIPT OF RFP AMENDMENTS IN A TIMELY MANNER BY ONE OF THE FOLLOWING METHODS WILL BE ELIMINATED FROM FURTHER CONSIDERATION:

- Returning one signed copy of the amendment;
- Acknowledging receipt of the amendment on at least one signed copy of the submitted proposal; or
- Submitting a signed letter which acknowledges the amendment(s) and refers to the RFP and amendment number(s).

If a Respondent desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and amendment number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of proposals in the amended RFP.

ALL SIGNATURES ON PROPOSALS, AMENDMENTS, OR RELATED CORRESPONDENCE MUST BE BY PERSONS WHO ARE AUTHORIZED TO CONTRACTUALLY BIND THE RESPONDENT.

City Procurement Regulations

City procurement regulations will be used throughout the solicitation, evaluation, award and administration process for this proposal/contract.

SUBMISSION REQUIREMENTS

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Respondent must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages.

Respondent will submit a proposal for a City fleet management and maintenance project to meet the minimum requirements identified. The requirements stated herein do not preclude respondent from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

Transmittal Letter

The Respondent's transmittal letter shall include, at a minimum, the substance of the sample transmittal letter shown in Attachment D.

Part I - Understanding

Respondent will include in Part I an understanding of the specific fleet management and maintenance issues facing the City of Big Spring, the issues facing other cities and local governments nationwide, and a general statement of the solutions the Respondent plans to offer the City.

Part II - Scope of Services

Respondent will include in Part II their approach to completing the work elements described in the Statement of Work section of this RFP. The Scope of Services will address each task in the Statement of Work, listed numerically to correspond with the RFP.

Part III - Management Approach

The Respondent's approach to management of both the fleet and this assignment are to be included in Part III. This section should include complete staffing and management information, including a listing of full-time equivalent personnel. A reporting structure will be provided along with the specific responsibilities of each delineated position. The Respondent's Management Approach should include Quality Control programs and other Management Control programs deemed necessary by the Respondent for effective fleet management and maintenance.

Part IV - Transition Plan

Respondents should include complete details regarding their proposed start-up plan for the Contract with the City, including additional staffing and corporate resources that will be utilized during the transition. Respondents should pay particular attention to the issues the Contractor and the City will face during the transition from in-house to contracted services. Respondents should outline any additional costs to the City associated with the transition.

Part V - Qualifications and Experience

Proposals must include in Part V a brief summary of applicable past experience to show proven and demonstrated ability to execute the requirements of the RFP. Further, Proposals must include a list of 5 clients for whom the Contractor provides fleet management and maintenance for the last five (5) years. The listing should contain the following information for each client:

- Client name (i.e., city, county, local government, agency, etc.);
- Brief description of contract requirements;
- Period of performance; and
- Total fleet size.



Respondents should also include complete customer references for at least 5 of the Respondent's current clients. The references must contain, at a minimum, the following information for each client.

- a. Contact name and title;
- b. Address;
- c. Phone number;
- d. Type and composition of fleet;
- e. Number of vehicles and pieces of equipment;
- f. Period of performance;
- g. Whether Contractor converted the fleet maintenance from the client's former in-house operation or Contractor assumed a previously converted fleet maintenance program;
- h. Percentage of Contractor's technicians with at least one ASE certification;
- i. Special requirements and contractual obligations;
- j. Special achievements of the Contractor's location personnel;
- k. A description of the location's approach to safety and any appropriate safety achievements; and
- l. Letters of recommendation and commendation, if available.

Part VI - Cost Proposal

Part VI will include the Respondent's complete cost proposal with the first year's target cost. The cost proposal also shall include the Respondent's position on overtime, directed work and other costing data left subject to proposal in the Statement of Work. Additional costs associated with the transition from in-house to contracted services should be outlined separately and clearly stated in this section of the Respondent's Proposal.

Any exceptions to the requirements of this RFP taken by the Respondent in formulating the Respondent's cost proposal must be clearly stated and explained in this section.

Required Forms and Bonds

Respondents must include all required forms attached to this RFP (Certificate and Non-Collusion Statement; Proposal Form; and Proposal Cost Form) as well as all appropriate bonding materials.

Other Requirements

Respondents will fully inform themselves on conditions, requirements, federal, state and local regulations and specifications before submitting their proposal. Failure to do so will be at Respondent's own risk and the Respondent cannot secure relief by plea of error.

Neither law nor regulations make allowance for error of omission or commission on the part of the Respondent.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS AS REQUIRED MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY THE CITY.

QUALIFICATIONS OF RESPONDENTS

The City may make such investigation as deemed necessary to determine the ability of a Respondent to furnish the required services, and the Respondent will furnish to the City all information and data for this purpose as the City may request.

The City reserves the right to request a tour of qualified Respondents' current fleet maintenance and management locations, prior to Contract award.

The City reserves the right to reject a proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.



METHOD OF AWARD

The City will enter into contract negotiations with the highest-ranked Respondent based on the evaluation factors in this proposal. Scores may be adjusted based on communications, site visits, and further investigation by city staff. (See Attachment C, following)



**Attachment C
PROPOSAL EVALUATION CRITERIA**

The City will use the following evaluation matrix to compare Respondents' proposals, with the general evaluation categories and total possible score per category begin as follows:

Evaluation Criteria	Total Possible Score
<p>Respondent's Experience</p> <p>Measured in terms of respondent's performance in fleet management and maintenance for city or county clients, based on measurable performance data provided in the proposal. Respondent must possess a minimum, of 10 years' experience in performing fleet management and maintenance with fleets of comparable size and mix for County, City or State Clients. (Inclusive of requested information concerning existing maintenance contracts, renewals, etc.)</p>	30
<p>Responsiveness to RFP Requirements</p> <p>Measured in terms of Respondent's proposed approach to meeting the requirements of the STATEMENT OF WORK and satisfying the City's goals as outlines in the INTENT section of this RFP.</p>	10
<p>Cost</p> <p>Measured as the yearly target cost budget and the proposed maintenance performance standard incentives, including non-target labor rates and markups. Points will be assigned based upon weighted average with the lowest cost submittal receiving the maximum points.</p>	30
<p>Accuracy of Fleet Assessment</p> <p>Measured as the Respondent's perception of the issues to be addressed in this project.</p>	10
<p>Qualifications of Key Personnel</p> <p>Measured in terms of relevant experience of key personnel and their ability to execute the project. (Resumes attached for key personnel.)</p>	20
<p>Total Possible Score</p>	100

Note: Insufficient management experience and/or support services as determined by the City may be deemed as a cause for rejection of proposal.



Attachment D
PROPOSAL TRANSMITTAL LETTER MINIMUM REQUIREMENTS

TO: Todd Darden, City Manager
City of Big Spring
310 Nolan
Big Spring, TX 79720

SUBJECT: PROPOSAL TO PROVIDE FLEET MANAGEMENT AND MAINTENANCE SERVICES TO THE CITY OF BIG SPRING

The attached proposal is submitted by (name of Respondent) in response to the City of Big Spring, State of Texas, Request for Proposal. All terms and conditions of the RFP have been acknowledged by the undersigned, an authorized, binding representative of _____.

Authorized Signature

Date



Attachment E
PROPOSAL ITEM CHECKLIST
COST ELEMENTS INCLUDED IN TARGET COST

<u>ITEM</u>	<u>RFP</u>
<u>REFERENCE</u>	
Facility(ies), maintenance-except interior, exterior, infrastructure, and equipment repairs	1.1
Hours of Service	1.2
Security.....	1.3
Fleet Preventive Maintenance	2
Yearly Inspection	2.5
Scheduling	2.8
Performance.....	2.9
Repairs.....	3
Road Calls	3.2
Quick Fix	3.3
Warranty	3.4
Re-Work.....	3.5
Outside Repairs	3.6
Vehicle Preparation and Disposal.....	3.7
Motor Pool	4.1
Fuel	4.2
Parts	5
Inventory	5.2
Records.....	6.1
Files.....	6.1
Weekly Report.....	6.2
Monthly Report	6.3



Performance Measures6.4

Fleet Management Information System7

Purchases8.2

Investigations8.4

Waste8.5

Staffing Provisions9

Insurance11

Working Conditions12

Job Safety Compliance.....13

Equal Opportunity Compliance14



ATTACHMENT F

**PROPOSAL ITEM CHECKLIST
COST ELEMENTS NOT INCLUDED IN TARGET COST**

<u>ITEM</u>	<u>RFP REFERENCE</u>
Facility (ies) Maintenance - Interior, Exterior, and Infrastructure and Equipment Repairs	1.1
Accidents	3.8
Emergencies	8.1
Directed Work	8.3
Capital Expenditures.....	8.2 and page 29
Directed Work	8.3 and page 29
Changes in the Size or Composition of the Fleet - More than 5%.....	page 30
Annual Adjustments	page 30



ATTACHMENT G

VEHICLE AND EQUIPMENT LIST

The attached vehicle and equipment list should be used by all Respondents to determine their proposed costs to provide comprehensive fleet management and maintenance services to the City of Big Spring as described in the requirements of this RFP.

NOTE: This vehicle and equipment list should be used as a guideline for determining the types of maintenance that will be required on the different vehicles and equipment that the City must maintain. The list may not be 100% accurate. It should be used as a guide for estimating the different maintenance requirements for the City. Contractor is responsible for determining an accurate fleet inventory.

Units that have an asterisk in the column represent units that are frontline critical vehicles subject to the 95% availability standard.



ATTACHMENT H

TOOLS & EQUIPMENT LIST

The attached tools and equipment list should be used by all Respondents to determine their proposed costs to provide comprehensive fleet management and maintenance services to the City of Big Spring as described in the requirements of this RFP.

NOTE: This vehicle and equipment list should be used as a guideline for determining the types of maintenance that will be required on the different vehicles and equipment that the City must maintain. The list may not be 100% accurate. It should be used as a guide for estimating the different maintenance requirements for the City. Contractor is responsible for determining an accurate equipment inventory.

Attachment I

BUREAU OF LABOR STATISTICS
 Home Subject Areas **Databases & Tools** Publications Economic Releases Beta

Databases, Tables & Calculators by Subject

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Date extracted on: July 17, 2012 (2:12:04 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURD300SETB01, CUUSD300SETB01
 Not Seasonally Adjusted
 Area: South - Sixt Class D
 Item: Gasoline (all types)
 Base Period: 1982=84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	90.8	88.6	99.0	115.8	108.7	105.8	106.2	106.6	106.4	111.4	114.1	108.7	104.7	100.5	108.9
2003	114.9	125.7	130.3	125.1	115.0	113.5	115.5	121.7	127.1	120.5	115.4	114.2	119.9	120.8	119.1
2004	122.2	127.2	134.2	140.8	153.4	153.5	147.9	147.0	146.2	156.0	157.0	147.4	144.4	138.6	150.3
2005	145.1	152.4	162.9	181.4	171.9	169.3	177.3	199.4	233.7	231.7	188.6	178.2	182.7	163.8	201.5
2006	187.8	184.1	190.8	220.9	230.4	225.5	236.6	237.7	202.4	176.2	176.2	184.0	204.4	206.6	202.2
2007	175.514	176.615	202.696	226.076	245.347	239.038	235.810	221.277	223.021	223.009	246.863	241.673	221.412	210.881	231.942
2008	246.821	248.386	264.273	278.488	307.747	326.623	329.390	304.275	313.204	264.178	164.423	134.398	265.184	278.723	251.645
2009	143.568	153.880	154.632	163.182	182.848	209.821	199.891	206.238	196.320	202.093	209.451	207.204	185.744	167.989	203.500
2010	219.636	214.005	226.630	230.007	227.963	214.057	213.307	214.474	214.969	222.497	224.876	240.614	221.920	222.050	221.790
2011	247.672	255.365	289.131	309.193	311.103	288.671	295.824	291.517	285.713	278.443	271.909	260.735	282.106	283.523	280.690
2012	278.049	294.790	310.444	316.511	291.300	296.833								292.988	

Series Id: CUURD300SBA0, CUUSD300SBA0
 Not Seasonally Adjusted
 Area: South - Sixt Class D
 Item: All items
 Base Period: 1982=84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	168.6	168.6	169.9	170.5	170.6	171.6	172.2	172.7	172.6	172.9	173.0	172.3	171.3	170.9	172.6
2003	173.2	174.8	175.4	175.5	174.7	174.9	175.0	175.9	176.3	175.6	175.4	175.1	175.2	174.8	175.6
2004	175.3	176.8	177.7	178.7	179.4	180.5	180.1	180.0	181.2	182.8	182.5	181.9	179.7	178.1	181.4
2005	182.3	183.1	184.5	187.2	186.6	186.9	187.5	188.6	191.9	193.6	190.7	189.7	187.7	185.1	190.3
2006	191.0	191.1	192.3	195.1	195.9	196.7	198.0	198.3	197.1	195.7	195.4	196.0	195.2	193.7	196.8
2007	196.077	196.043	198.294	200.366	200.919	201.445	201.576	200.771	200.898	200.712	202.550	202.878	200.203	198.842	201.564
2008	204.524	205.189	206.933	208.746	211.225	214.739	215.274	214.655	215.258	213.103	206.659	204.428	210.061	208.559	211.563
2009	205.766	206.671	206.927	207.898	209.563	211.815	210.491	210.899	210.911	212.423	213.372	213.159	209.991	208.107	211.876
2010	213.873	214.007	215.026	214.714	214.336	215.216	214.639	215.266	215.172	215.390	215.736	216.189	214.964	214.529	215.399
2011	216.750	218.772	222.275	224.716	225.416	223.675	224.681	224.613	224.462	224.574	224.714	224.892	223.295	221.934	224.656
2012	226.902	228.117	229.953	230.734	229.181	228.224								228.852	

BUREAU OF LABOR STATISTICS
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Databases, Tables & Calculators by Subject

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Data extracted on: July 17, 2012 (3:03:43 PM)

Consumer Price Index - All Urban Consumers

Series ID: CUURA3169AD, CUUSA3169AD
 Not Seasonally Adjusted
 Area: Dallas-Fort Worth, TX
 Item: All items
 Base Period: 1982-84=100

Download: [50 .xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	170.5		172.1		172.9		172.9		173.2		173.6		172.7	172.1	173.3
2003	174.0		176.8		176.9		176.5		177.0		175.9		176.2	176.1	176.4
2004	175.7		177.7		179.1		179.1		179.7		179.9		178.7	177.8	179.6
2005	180.0		181.3		183.5		184.3		188.9		187.8		184.7	182.0	187.4
2006	188.6		188.4		191.2		191.7		192.0		188.4		190.1	189.7	190.5
2007	188.890		190.156		192.779		194.286		194.847		196.465		193.245	191.057	195.433
2008	197.079		198.596		202.357		206.413		205.883		200.051		201.791	200.118	203.463
2009	198.623		200.039		199.311		200.663		201.802		201.958		200.544	199.494	201.595
2010	202.106		201.982		202.198		200.227		201.882		201.168		201.624	201.908	201.339
2011	203.198		206.967		208.794		208.602		209.255		209.383		207.933	206.768	209.097
2012	209.203		212.618		212.226										

Series ID: CUURA3169ETB01, CUUSA3169ETB01
 Not Seasonally Adjusted
 Area: Dallas-Fort Worth, TX
 Item: Gasoline (all types)
 Base Period: 1982-84=100

Download: [50 .xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	94.9	96.3	195.2	123.1	124.1	121.3	120.4	120.9	121.6	126.4	123.7	120.1	116.5	110.8	122.2
2003	129.1	143.8	146.1	135.9	128.3	128.3	131.9	139.4	137.6	130.3	126.5	125.5	133.6	135.3	131.9
2004	139.2	142.9	147.4	153.9	171.4	170.1	164.2	163.3	163.3	172.4	174.2	164.8	160.6	154.2	167.0
2005	157.8	168.6	175.2	199.1	195.6	190.4	203.5	216.7	265.8	266.5	209.3	191.8	203.4	181.1	225.6
2006	208.5	208.4	211.3	250.3	267.4	259.1	265.3	265.9	224.0	191.4	192.1	200.7	228.7	234.2	223.2
2007	196.397	190.052	217.752	248.058	267.653	271.048	263.283	248.645	242.571	243.004	267.751	260.723	243.078	231.827	254.329
2008	267.254	263.592	289.179	303.923	333.848	359.135	363.025	334.378	326.936	286.434	183.804	147.753	288.269	302.815	273.722
2009	151.968	164.538	168.852	184.057	193.812	230.588	218.735	226.969	215.436	215.340	227.998	226.990	202.107	182.303	221.911
2010	233.454	225.864	243.022	251.394	256.227	236.775	235.377	234.643	229.296	243.596	241.941	258.271	240.814	241.123	240.506
2011	268.780	271.861	313.531	340.012	350.047	324.987	325.285	324.940	308.983	292.196	291.894	278.481	307.583	311.536	303.630
2012	293.498	319.743	341.523	349.994	325.760	301.798									



Consumer Price Index Indicators:

All Urban consumers (CPI-U), South - Size Class D

	<u>May 2011</u>	<u>May 2012</u>	<u>Index Change</u>	<u>Percent Change</u>	
All Items:	225.416	229.181	3.765	1.64%	(12 month change)
Gasoline:	311.103	291.3	-19.803	-6.80%	(12 month change)

Rate modifications are based upon 90% of "All items" 12 month change plus 10% of "Gasoline" 12 month change

Computation as follows:

All items 12 month change @ 90%	1.643%	x	90%	=	1.4785%
Gasoline 12 month change at 10%:	-6.798%	x	10%	=	<u>-0.6798%</u>
Proposed CPI Adjustment for 20012					0.7987%

Consumer Price Index Indicators:

All Urban consumers (CPI-U), Dallas-Fort Worth

	<u>May 2011</u>	<u>May 2012</u>	<u>Index Change</u>	<u>Percent Change</u>	
All Items:	208.794	212.226	3.432	1.62%	(12 month change)
Gasoline:	350.047	325.76	-24.287	-7.46%	(12 month change)

Rate modifications are based upon 90% of "All items" 12 month change plus 10% of "Gasoline" 12 month change

Computation as follows:

All items 12 month change @ 90%	1.617%	x	90%	=	1.4554%
Gasoline 12 month change at 10%:	-7.455%	x	10%	=	<u>-0.7455%</u>
Proposed CPI Adjustment for 20012					0.7099%

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO DESIGNATE THE PLACEMENT OF STOP SIGNS ON STADIUM STREET WHICH IN CONJUNCTION WITH THE EXISTING STOP SIGNS REGULATING CIRCLE STREET WILL CREATE A 4-WAY STOP CONTROLLED INTERSECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intersection of Circle and Stadium Street is currently a 2-way stop controlled intersection that the Big Spring Police Department and City of Big Spring Administration have recommended changing to a 4-way controlled stop intersection based on traffic history; and

WHEREAS, the City Council finds it to be in the public interest to make the intersection a 4-way controlled stop intersection and finds that the public safety and general welfare will best be served by such regulation;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS THAT:

SECTION 1. The intersection of Circle and Stadium Street shall be a 4-way stop controlled intersection.

SECTION 2. City officials shall place and maintain the necessary signs at the above intersection.

SECTION 3. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 4. The penalty for violation of this ordinance shall be as mandated by State Law.

SECTION 6. The City Secretary is hereby ordered and directed to cause the descriptive caption and penalty for violation of this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED on first reading of a regular meeting of the City Council on the 23rd day of July, 2013, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 13th day of August, 2013, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary