



Amendment No. 2
to
Contract No. NA140000089
for
Trash and Recycling Collection and Hauling Services
within the Downtown Central Business District of Austin, TX
between
Texas Disposal Systems, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add another 31 days to the first extension option previously exercised. This extension option will be effective July 1, 2017 to July 31, 2017. The remainder of the first extension option period may be added back upon mutual agreement between the City and the Contractor. Two 12-month extension options still remain.
- 2.0 The total Contract amount is unchanged for this extension period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/05/2014 – 05/04/2017	\$6,234,879.00	\$6,234,879.00
Amendment No. 1: Option 1 05/05/2017 – 06/30/2017	\$0.00	\$6,234,879.00
Amendment No. 2: Option 1 07/01/2017 – 07/31/2017	\$0.00	\$6,234,879.00

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

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

Signature & Date:

Adam Gregory 6/30/17

Printed Name: ADAM GREGORY
Authorized Representative

Texas Disposal Systems, Inc.
P. O. Box 17126
Austin, TX 78760

Signature & Date:

Danielle Lord 6/30/17

Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 1
Of
Contract No. NA140000089
For
Trash and Recycling Collection and Hauling Services
within the Downtown Central Business District of Austin, TX
Between
Texas Disposal Systems, Inc.
And
City of Austin

- 1.0 The City and Contractor hereby amends and exercises the first extension option for the subject contract from 12 months to 52 days. This extension option will be effective May 5, 2017 to June 30, 2017. The remainder of the **first** option period may be added back upon mutual agreement between the City and the Contractor. Two 12-month **options** still remain.
- 2.0 The total contract amount is unchanged for this extension period. The total Contract authorization is **recapped** below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/04/2014 – 05/05/2017	\$6,234,879.00	\$6,234,879.00
Amendment No. 1: Option 1 05/05/2017 – 6/30/2017	\$0.00	\$6,234,879.00

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

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

Signature: 

Printed Name: RIK FRAUMANN
Authorized Representative

Texas Disposal Systems, Inc.
P.O. Box 17126
Austin, TX 78760
Rick Fraumann
Fraumann@texasdisposal.com
512-421-1300

Signature:  5/18/17

Danielle Lord, Corporate Purchasing Manager

City of Austin
Purchasing Office



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

April 18, 2014

Texas Disposal Systems, Inc.
Rick Fraumann
P.O. Box 17126
Austin, TX 78760

Dear Mr. Fraumann:

The City of Austin has approved the award and execution of a service contract with Texas Disposal Systems for Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, TX in accordance with solicitation JRD0100.

Responsible Department:	Austin Resource Recovery Department
Department Contact Person:	Kayla Reed-Castro
Department Contact Email Address:	kayla.reed-castro@austintexas.gov
Department Contact Telephone:	(512) 974-2371
Project Name:	Texas Disposal Systems, Inc.
Contractor Name:	Texas Disposal Systems, Inc.
Contract Number:	NA140000089
Contract Period:	4/17/2014 – 4/16/2017
Contract Period Amount	\$6,234,879
Requisition Number:	1500 - 13112700096
Solicitation Number:	IFB-BV JRD0100
Agenda Item Number:	37
Council Approval Date:	4/17/2014

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

Sincerely,

Jonathan Dalchau, Senior Buyer
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Texas Disposal Systems, Inc. ("Contractor")
for
Trash and Recycling Collection and Hauling Services within the Downtown Central Business
District of Austin, TX
NA140000089**

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

This Contract is between Texas Disposal Systems, Inc. having offices at Creedmor, TX 78610 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JRD0100 Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, TX.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, TX including all documents incorporated by reference

1.1.3 Texas Disposal Systems, Inc. Offer, dated 2/18/2014, including subsequent clarifications

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

1.2.1 This Contract

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

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$6,234,879 for the initial Contract term and \$2,078,293 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

TEXAS DISPOSAL SYSTEMS, INC.

CITY OF AUSTIN

Thomas J. Mister

Printed Name of Authorized Person

[Signature]

Signature

COO/CFO

Title:

5/5/14

Date:

Yolanda Miller

Printed Name of Authorized Person

[Signature]

Signature

Deputy Purchasing Officer

Title:

5/5/14

Date:

ORIGINAL

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (BEST VALUE)
Offer Sheet

SOLICITATION NO: JRD0100

COMMODITY/SERVICE DESCRIPTION: Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, Texas

DATE ISSUED: January 13, 2014

REQUISITION NO.: RQM 1500 13112700096

PRE-BID CONFERENCE TIME, DATE AND LOCATION: 10:00 AM, Friday, January 17, 2014 at City of Austin Municipal Building, 3rd Floor Main Conference Room 335.1
Remote Conference Phone Number: 512-974-9300, enter Code 333561 followed by # when prompted

COMMODITY CODE: 91027, 92677, 96239, 96270, 96871, 9687156, and 9687199

BID DUE PRIOR TO: 2:00 PM, Tuesday, February 4, 2014

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Jonathan Dalchau

BUYER II

Phone: (512) 974-2938

Email: jonathan.dalchau@austintexas.gov

BID OPENING TIME AND DATE: 2:15 PM, Tuesday, February 4, 2014

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

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

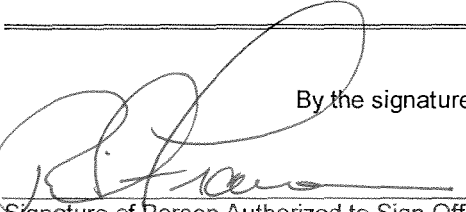
P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 3 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.


Signature of Person Authorized to Sign Offer


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

FEDERAL TAX ID NO. [REDACTED]

Date: February 18, 2014

Company Name: Texas Disposal Systems, Inc.

Address: P.O. Box 17126

City, State, Zip Code Austin, TX 78760

Phone No. (512) 421-1300

Fax No. (512) 421-1325

Email Address: rfraumann@texasdisposal.com

Offer Sheet

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Revised 03/19/12

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan

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

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

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

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

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

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

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

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

10. WORKFORCE:

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

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

12. INVOICES:

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

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PURCHASING OFFICE
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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

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

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

19. **WARRANTY – PRICE:**

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

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

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

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

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

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

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
 - A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
 - B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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

31. INDEMNITY:

A. Definitions:

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

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

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

A. General Requirements.

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

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

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

- 33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
- 35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. EQUAL OPPORTUNITY

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

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

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

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SUPPLEMENTAL PURCHASE PROVISIONS
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES
WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TEXAS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the bid opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388. **A Pre-Bid Conference will be held on January 17, 2014 at 10:00 AM**, at the City of Austin Purchasing Office (Municipal Building), 124 W 8th Street, 3rd Floor Main Conference Room 335, Austin, Texas 78701.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Environmental Impairment Liability Insurance:** The Contractor shall provide coverage with a minimum limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage, and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill, or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

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3. **TERM OF CONTRACT:**

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

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

5. **DELIVERY REQUIREMENTS:** See Specification and Bid Sheet

- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

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including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

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

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

- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. **ECONOMIC PRICE ADJUSTMENT:**

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

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(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: CPI – All Urban Consumers	
Series ID: CUUR0000SEHG02	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: US City Averages	
Description of Series ID: Garbage and Trash Collection	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

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

Kayla Reed-Castro

512-974-2371

kayla.reed-castro@austintexas.gov

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

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1.0 INTRODUCTION

The City of Austin ("City"), Austin Resource Recovery Department ("ARR") seeks offers in response to this solicitation to establish a contract with a qualified vendor ("Contractor") who is experienced in trash and recycling collection and hauling services, as well as daily litter control services within the downtown's Central Business District ("CBD") of Austin, Texas.

2.0 BACKGROUND

As required by Austin City Council Ordinance 20051020-063, the City contracts with a private hauler to provide trash and recycling collection and hauling services, as well as litter control services, within the CBD. The area of the CBD pertaining to these contracted services ("Contract Area") includes:

- 2.1 The alleys east and west of Congress Avenue from 2nd to 11th Streets
- 2.2 The alleys north and south of East 6th Street from the West Frontage Road to Congress Avenue
- 2.3 The 500 block of East 7th Street (north block)
- 2.4 The 300 block of East 5th Street (south block)
- 2.5 The 200 block of West 4th Street (south block)
- 2.6 The 200 and 300 blocks of West 5th Street (south blocks)
- 2.7 The 200 and 300 blocks of West 6th Street (south blocks)

A map of the Contract Area is on Attachment A, "Downtown Austin Recycling, Trash, & Litter-Control District."

This contract will be monitored and administered by ARR.

3.0 SCOPE OF SERVICES AND OTHER PERFORMANCE REQUIREMENTS

The Contractor shall provide primarily side-loading containers for trash collection and single-stream recycling collection. The Contractor shall provide daily collection and hauling services for the Contract Area described in section 2.0 and illustrated on Attachment A. **For the purpose of this scope of work, the term "container(s)" shall refer to dumpster(s) unless otherwise specified.**

Additionally, the Contractor shall provide daily litter control, sweeping, monitoring, and container maintenance in the alleys of the Contract Area. The Contractor shall also provide special collections for events/festivals on request. The Contractor shall provide all personnel and equipment required for the provision of these services.

3.1 Collection Operation of Trash Containers

- 3.1.1 All trash collected by the Contractor from the Contract Area shall be delivered to a legally operated disposal facility pre-designated by the Contractor and approved by the City. For accurate data reporting purposes, the Contractor shall not commingle trash collected from the Contract Area with trash from any other source, unless an alternate method of accurately recording data is approved by the City (see section 4.1 Data Reporting).

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- 3.1.2 The Contractor shall be vested with title to all trash upon collection from the Contract Area.
- 3.1.3 The Contractor shall provide a sufficient quantity of trash containers, as determined by the City, to provide for the containment of the volume of trash generated by each establishment and residents in the Contract Area. The City reserves the right to increase or decrease the number, size, and/or collection frequency of trash containers at any time. The Contractor shall bill at a prorated amount for all services that are performed for less than the entire month.
- 3.1.4 The Contractor shall deliver, remove, or relocate a trash container within one (1) business day of the request by the City.
- 3.1.5 At least once per month, or at more frequent intervals if requested by the City, the Contractor shall clean, disinfect, and sanitize trash containers used by food establishments. The Contractor shall perform this work within two (2) business days of the request by the City.
- 3.1.6 The Contractor shall immediately sweep up and properly dispose of trash spilled outside trash container(s) during servicing.
- 3.1.7 All trucks used by the Contractor shall be leak proof. The Contractor shall immediately remove any fluid that leaks from the Contractor's trucks and the Contractor shall have trucks repaired before placing them back into service in the Contract Area. In the event the Contractor does not clean up any leakage or spills within two (2) hours, the City may act to do so and charge the Contractor for all costs incurred.
- 3.1.8 Businesses and residents typically share containers. The City shall allocate and determine placement of containers at its sole discretion.
- 3.1.9 Bulky collection services shall be provided by the Contractor to collect items that are too large in dimension to fit in trash containers. The Contractor shall provide this service within one (1) business day upon request by the City.
- 3.1.10 The City shall make a reasonable effort to enforce all applicable ordinances. However, this does not relieve the Contractor of the responsibility of removing all garbage, trash, debris, or other materials from the Contract Area, regardless of its source or whether it is inside or outside of a container. It is clearly understood that it is the responsibility of the Contractor to provide complete trash collection services as necessary in the Contract Area. Any material that is considered hazardous by either the Contractor or the City will be dealt with on a case-by-case basis.
- 3.1.11 The City shall perform routine mechanical or vacuum sweeping and flushing of the Contract Area. However, this in no way relieves the Contractor of his responsibilities under 3.1.7 and 3.3.
- 3.1.12 The Contractor shall empty trash containers in the Contract Area on a daily basis between the hours of 3:00 a.m. and 7:00 a.m. However, in noise sensitive locations, the City may require the Contractor to empty containers at a specific time outside of the normal collection hours. In the event the Contractor is unable to empty a container due to access being blocked, the Contractor shall return and provide service within one (1) business day.
- 3.1.13 The Contractor shall provide trash collection every day, seven days per week. The

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only City Holidays the Contractor shall observe shall be New Year's Day, Thanksgiving, and Christmas Day. The Contractor shall not observe any other holidays.

3.1.14 Trash Container Equipment Requirements

The Contractor shall furnish trash containers that meet the following criteria:

- a. The size of containers provided shall be at the discretion of the City. All trash containers shall be uniform in color, style and appearance. (Color, style and appearance of containers provided by the Contractor are subject to approval by the City.) All trash containers shall be labeled with "Landfill Trash." (See section 6.5 for labeling requirements specified under the Universal Recycling Ordinance (URO).)
- b. Containers shall be sealed or plugged at the bottom to prevent leakage.
- c. Containers shall be furnished with permanently attached plastic lids.
- d. Locking lids and/or locking doors for containers shall be furnished when required by the City. The Contractor shall furnish any locks and keys required, at Contractor's expense, within three (3) days after notification by the City.
- e. The Contractor shall install and maintain all trash containers in such a way that all applicable ANSI regulations and OSHA standards are continuously met.
- f. Side-loading trash containers shall typically be used to allow for convenient access to the alleys. However, in instances where the use of side-loading containers is not feasible, front-loading containers may be required, provided that the front-loading containers do not restrict access through the alleys.
- g. The Contractor shall supply wheeled containers, at Contractor's expense, at the request of the City.

3.1.15 Trash Container Equipment Maintenance

- a. The Contractor shall provide cleaning of trash containers. Cleaning shall take place during the four (4) hour period between 3:00 a.m. and 7:00 a.m.
- b. In order to clean a trash container, the Contractor shall:
 - Remove the container from the premises
 - Replace the container with a clean container of like size and type
 - Transport the container to the facility where it will be cleaned
 - Sweep, scrub and rinse out the container
 - Use soaps or detergents that remove all residual trash and kill bacteria both on the internal and external surfaces of the container.
- c. The Contractor shall be responsible for maintaining containers in good condition, to include cleaning and repainting as deemed necessary by the City (not to exceed repainting once every three (3) months). The Contractor shall, at no additional cost to the City, replace, clean, and/or repaint containers within two (2) business days of notification by the City. The Contractor shall remove or obliterate graffiti within two (2) business days of notification by the City.

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3.2 Collection Operation of Single-Stream Recycling Containers

The Contractor shall furnish side-loading recycling containers and recycling collection services in City-designated locations within the Contract Area. (If deemed necessary by the City, the Contractor shall furnish carts for single-stream recycling in select locations.) Single-stream recyclable materials, as defined under this service, shall include uncontaminated corrugated cardboard, boxboard, mixed paper, aluminum and metal cans, and rigid plastics #1–7, and glass. The City reserves the right to modify the list of items to be recycled at its discretion.

- 3.2.1 All single-stream recyclable materials collected by the Contractor from the Contract Area shall be delivered to a legally operated Material Recovery Facility (MRF) pre-designated by the Contractor and approved by the City. For accurate data reporting purposes, the Contractor shall not commingle recyclable materials collected from the Contract Area with materials from any other source, unless an alternate method of accurately recording data is approved by the City (see section 4.1 Data Reporting).
- 3.2.2 The Contractor shall be vested with title to all recyclable materials upon collection from the Contract Area.
- 3.2.3 The Contractor shall furnish and service the recycling containers as determined and requested by the City. The City reserves the right to increase or decrease the number, size, and/or collection frequency of recycling containers at any time. The Contractor shall bill at a prorated amount for all services that are performed for less than the entire month.
- 3.2.4 The Contractor shall empty recycling containers in the Contract Area between the hours of 3:00 a.m. and 7:00 a.m. However, in noise sensitive locations, the City may require the Contractor to empty recycling containers at a specific time outside of the normal collection hours. In the event the Contractor is unable to empty a recycling container due to access being blocked, the Contractor shall return within one (1) business day of the most recent attempt to empty the recycling container.
- 3.2.5 The Contractor shall provide single-stream recycling collection in the Contract Area three (3) days per week. However, the City reserves the right to change the collection frequency of single-stream recycling at any time. A **separate, dedicated** collection vehicle shall service all single-stream recycling containers in the Contract Area.
- 3.2.6 The Contractor shall be responsible for ensuring that single-stream recycling containers are locked down properly at all times, or as required by the City. It is also the Contractor's responsibility to replace all missing or damaged locks, and to repair or replace damaged lock bars or container tops that prevent proper lock down of the container.
- 3.2.7 The Contractor shall deliver, remove, or relocate a recycling container within one (1) business day of the request by the City. The Contractor shall also implement an increase or decrease in the collection frequency of recycling containers within one (1) business day of the request by the City.
- 3.2.8 Should spillage of any items occur outside the recycling container during servicing, the Contractor shall immediately pick up the spilled materials.
- 3.2.9 Businesses and residents typically share single-stream recycling containers. The City shall allocate and determine placement of containers at its sole discretion.

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3.2.10 Single-Stream Recycling Container Equipment Requirements

The Contractor shall furnish single-stream recycling containers that meet the following criteria:

- a. Each single-stream recycling container shall be 4-yard in size, unless the City determines a different size is needed in a specific location to accommodate needs and/or safety requirements. (If deemed necessary by the City, the Contractor shall provide 96-gallon carts for single-stream recycling in select locations.)
- b. All single-stream recycling containers shall be uniform in color, style and appearance. (Color, style and appearance of containers provided by the Contractor are subject to approval by the City.) The City shall approve the color. Containers shall accommodate the entry of single-stream recyclable materials as defined in section 3.2. All single-stream recycling containers shall be labeled with "Recyclable", the 'chasing arrows' symbol, and a list of the acceptable materials. (See section 6.5 for labeling requirements specified under the URO.)
- c. All single-stream recycling containers shall have lockable lids or tops to prevent the entry of rainwater.
- d. The Contractor shall install and maintain all single-stream recycling containers in such a way that all applicable ANSI regulations and OSHA standards are continuously met.
- e. The Contractor shall furnish wheeled recycling containers, at the Contractor's expense, at the request of the City.

3.2.11 Single-Stream Recycling Container Maintenance

- a. The Contractor shall be responsible for cleaning single-stream recycling containers. The Contractor shall clean the containers during the four (4) hour period between 3:00 a.m. and 7:00 a.m.
- b. In order to clean a single-stream recycling container, the Contractor shall:
 - Remove the container from the premises
 - Replace the container with a clean container of like size and type
 - Transport the container to the facility where it will be cleaned
 - Sweep, scrub and rinse out the container
 - Use soaps or detergents that remove all residual material and kill bacteria both on the internal and external surfaces of the container.
- c. The Contractor shall be responsible for maintaining single-stream recycling containers in good condition, to include cleaning and repainting, as deemed necessary by the City (not to exceed repainting once every three (3) months). The Contractor shall, at no additional cost to the City, replace, clean, and/or repaint single-stream recycling containers within two (2) business days of notification by the City. The Contractor shall remove or obliterate graffiti from containers within two (2) business days of notification by the City.

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3.3 Contractor Representative

The Contractor shall provide a uniformed representative (“Contractor Representative”) to perform daily weed and litter control services, container maintenance, and monitoring throughout the Contract Area. The Contractor Representative shall also perform these services in specific locations in the Contract Area as requested by the City.

3.3.1 The Contractor Representative shall sweep and collect all uncontainerized waste in the alleys, removing any dirt, debris, grease or other matter. Sweeping shall include, at a minimum, the gathering and removal of trash from the trash container premises and adjoining areas using either manual or mechanized brooms and/or sweeping machines. If residual trash remains after sweeping, the Contractor shall flush the trash container premises and adjoining areas using a water hose or spraying method to remove these materials. Under no circumstances shall any residual trash be allowed to drain or run-off into a storm-sewer inlet or waterway.

3.3.2 The Contractor shall prune low-hanging tree limbs as needed to maintain adequate clearance for the Contractor's vehicles and to improve the appearance of the alleys.

3.3.3 The Contractor Representative shall also perform minor maintenance on all containers provided by the Contractor in the Contract Area (e.g., repair container lids, paint over graffiti on containers, install and replace locks).

3.4 Custom Services

Custom Services are for customers who, for reasons of noise sensitivity or other legitimate reasons, require the Contractor to empty or retrieve the container(s) from the customer's vicinity during regular business hours (7:00 a.m. – 4:00 p.m.). When requested by the City, the Contractor shall schedule collection service or container removal/replacement in advance for the location(s) where collection is to occur during regular business hours.

4.0 SPECIAL REQUIREMENTS

4.1 **Data Reporting:** As the City moves toward achieving its Zero Waste goals, it is essential to collect accurate data for analysis. The Contract Area represents a concentration of significant activity that requires special consideration with regard to data collection. The Contractor shall either: (1) provide a dedicated route/vehicle for each type of collection service (trash and recycling) in the designated Contract Area and prohibit drivers from making any collections off-route; or (2) equip collection trucks used in the Contract Area for each type of collection service with on-board scales to allow for accurate weight data collection for each type of collection service in the Contract Area. The City and the Contractor shall jointly discuss and agree upon the type of scale or weighing system/method for the Contractor to utilize, but the Contractor shall be ultimately responsible for the successful implementation of an accurate weighing system/method. The Contractor shall supply the necessary staff, including administrative support, to collect, analyze and transmit collected data to the City on a monthly basis no later than the 10th of each month for the preceding month, or more frequently if requested by the City.

Note: It is essential for the successful performance of these services that the weights for trash and recycling as reported to the City are consistently accurate. **Estimates on weights shall not be acceptable.**

4.2 **Special Vehicle Equipment:** The Contractor shall equip all collection vehicles used in the Contract Area with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, larger than industry standard brake lining and synthetic

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or semi-synthetic fluids. The Contractor shall equip all collection vehicles used in the Contract Area with digital cameras so that upon a specific request from the City, collection personnel can record collection at a particular location.

- 4.3 **Special Events Collections:** The City shall coordinate with the Contractor on services for special events such as South by Southwest, Halloween, and New Year's Eve that result in significantly increased activity in the Contract Area. Services may include additional collections, placement of additional containers for both trash and recycling, additional cleaning services, increased alley cleaning, and increased monitoring. For such requested additional services, the Contractor shall bill the City separately for each event.
- 4.4 **Pilot Programs:** The Contractor and the City shall work together in good faith and as partners on enhancing the scope of services and developing initiatives that include possible pilot programs to promote the City's Zero Waste goals and address special needs and issues regarding containers and collection operations.

4.4.1 **Plastic Container Evaluation Pilot Program**

At any time during the contract period, the City may implement a plastic container evaluation pilot program. For this pilot program, the City shall furnish, at the City's expense, plastic side-loading trash and/or recycling containers to be used in selected locations of the Contract Area that are considered especially sensitive to the noise created by the emptying of metal containers. The purpose of this program is to help the City evaluate the operational feasibility and noise abatement effectiveness of using plastic containers in a densely populated environment, such as the Contract Area.

Unless otherwise mutually agreed upon between the City and the Contractor, the plastic container evaluation pilot program shall be based on the following:

- a. The City shall select one (1) to five (5) blocks within the Contract Area for the use and evaluation of plastic side-loading trash and/or recycling containers.
- b. Plastic containers furnished by the City for the pilot program shall be compatible with the Contractor's existing collection vehicles being used to service the Contract Area.
- c. The Contractor shall provide collection services for the pilot program in the same manner they provide collection services utilizing their own metal containers. The Contractor shall also use the same billing rates for the pilot program containers as they use for their own metal containers.
- d. The Contractor shall provide services under this pilot program for a period of time as deemed necessary by the City for a thorough evaluation.
- e. The Contractor shall clean, disinfect and sanitize the plastic containers in accordance with this scope of work. The Contractor Representative shall also perform minor maintenance on the plastic containers unless otherwise directed by the City. The City shall be responsible for providing replacement parts for the plastic containers used for the pilot program.
- f. The City reserves the right to increase or decrease the number of plastic containers, and to expand or diminish the evaluation pilot program area(s). The City also reserves the right to cancel the evaluation pilot program at any time.

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- g. Although the City shall furnish the plastic containers for the evaluation pilot program, the City does not possess the necessary equipment to load, transport, and place containers. Therefore, the Contractor shall assist the City with loading, transporting, and placing the plastic containers in the evaluation pilot program locations.
- h. If the City determines that the results of the plastic container evaluation pilot program warrant the permanent use of plastic containers, the Contractor shall furnish the additional plastic containers that are needed in noise sensitive locations within the Contract Area and provide collection services in accordance with this scope of work. The City shall have sole discretion in determining which locations within the Contract Area require the use of plastic containers.

4.4.2 Compostable Materials Recycling Evaluation Pilot Program

At any time during the contract period, the City may implement an evaluation pilot program in the Contract Area in an effort to further expand the scope of recycling services and to support the City's commitment to achieving its Zero Waste goals. Specific attention may be given to the collection and recycling of compostable materials (brush, food scraps/waste). Under this pilot program, the Contractor shall provide containers and collection service as requested by the City. The purpose of this pilot program is to help the City evaluate the operational feasibility and effectiveness of further expanding the scope of recyclable materials collected in the Contract Area.

Unless otherwise mutually agreed upon between the City and the Contractor, the compostable materials recycling evaluation pilot program shall be based on the following:

- a. The City shall select one (1) to five (5) blocks within the Contract Area for conducting a compostable materials recycling evaluation pilot program.
- b. The Contractor shall furnish the necessary containers and shall provide collection service to conduct a compostable materials recycling evaluation pilot program. All containers provided by the Contractor for compostable materials shall be uniform in color, style and appearance. (Color, style and appearance of containers provided by the Contractor are subject to approval by the City.)
- c. The Contractor shall provide services under this pilot program for a period of time as deemed necessary for a thorough evaluation by the City.
- d. The Contractor shall maintain all pilot program containers in accordance with section 3.2.11 of this scope of work.
- e. The City reserves the right to increase or decrease the number of containers, and to expand or diminish the evaluation area(s). The City also reserves the right to cancel the pilot program at any time.
- f. All compostable materials collected through this pilot program from the Contract Area shall be delivered to a legally operated processing facility pre-designated by the Contractor and approved by the City. For accurate data reporting purposes, the Contractor shall not commingle compostable materials collected from the Contract Area with materials from any other source, unless an alternate method of accurately recording data is approved by the City (see section 4.1 Data Reporting).

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- g. The Contractor shall be vested with title to all compostable materials upon collection from the Contract Area.
- h. In the event the City determines that a compostable materials recycling program should be fully implemented, the Contractor shall provide all necessary containers and collection services as directed by the City.

5.0 EXEMPTIONS

All residences, businesses, and other establishments in the Contract Area are required to utilize the trash and single-stream recycling collection services provided under this contract unless granted an exemption by the Director of the Austin Resource Recovery Department. Reasons for granting an exemption include, but are not limited to:

- 5.1 Use of stationary compactors not on public property.
- 5.2 Properties owned or leased by governmental entities.
- 5.3 Other establishments whose unique characteristics make this trash and single-stream recycling collection service unsuitable.

Entities requesting an exemption must show that they have adequate alternative provisions in place for trash and recycling collection. Exemptions will be made at the sole discretion of the Director of the Austin Resource Recovery Department.

6.0 OTHER REQUIREMENTS

- 6.1 The Contractor shall provide the City with phone numbers where a responsible party can be reached at all times. The Contractor shall respond to complaints forwarded by the City within two (2) hours of notification by the City and contact the appointed City personnel as to the resolution of the complaint matter within four (4) hours. The Contractor shall provide the City advance notification of changes in personnel who serve as a point of contact for the City for the purpose of administering this contract. If such personnel changes are sudden and unanticipated, the Contractor shall notify the City within one (1) working day.
- 6.2 The Contractor shall accompany a representative of the City at least once a month to inspect the Contract Area. The City representative will indicate during the inspection any circumstances that do not comply with the requirements of this contract. The Contractor shall correct such circumstances in accordance with the requirements of this contract within one (1) business day of the request by the City.
- 6.3 The City has sole authority to approve or deny placement of trash and single-stream recycling containers in the Contract Area.
- 6.4 The Contractor shall accompany a representative of the City at least once a month to perform an audit to make sure the number and sizes of containers in the Contract Area are consistent with the Contractor's monthly billing. The City representative will provide a report to the Contractor regarding discrepancies. The Contractor will correct such circumstances in accordance with the requirements of this contract within one (1) business day of the request by the City.
- 6.5 Universal Recycling Ordinance - The Contractor shall comply with the standards of the URO. All containers provided by the Contractor under this contract that are larger than one (1) cubic yard shall be labeled to meet the requirements of the URO, which currently requires:

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- 6.5.1 An 18-inch diameter or larger round sticker or placard indicating in English and Spanish the materials accepted ("Landfill Trash", "Compostable" or "Recyclable").
- 6.5.2 A 24-inch by 18-inch or larger sticker or placard on containers for recyclables that indicates the common types of materials accepted.

7.0 CONTRACTOR QUALIFICATIONS

To qualify for contract award, the Contractor shall meet the following minimum requirements:

- 7.1 The Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.
- 7.2 The Contractor shall have provided services similar in scope to the services required herein on a continuing basis over a recent minimum twelve (12) month period. The Contractor shall submit detailed relevant company experience, including the year, the name of the customer, company or agency for whom prior projects were performed, contact person, title, present address and phone number, and brief description of the project. A minimum of three (3) customer references must provide evidence of satisfactory performance of similar projects as detailed in this scope of work. Each customer reference must be able to verify that the work was performed satisfactorily by the bidder.

8.0 APPLICABLE PERMITS, LICENSES, AND LAWS

The Contractor shall obtain and maintain all permits and licenses to perform all services described herein. All services provided in relation to this contract, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations for this service as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, and any other federal, state, or local governmental provisions prevailing during the term of this contract.

9.0 INVOICE SUBMITTAL (reference paragraphs 12 and 13 in Section 0300)

- 9.1 Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- 9.2 The Contractor shall submit a monthly invoice to the City by the tenth (10th) day of each month which details the charges billed under the contract for the previous calendar month to the City of Austin, Austin Resource Recovery Department, Attn: ARR Finance, P.O. Box 1088, Austin, Texas 78767.
- 9.3 The Contractor's monthly invoice shall list, at a minimum, the following information:
 - 9.3.1 The quantity of items or services billed.
 - 9.3.2 Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the new or changed service. The method(s) used by the Contractor to calculate prorated bills is subject to the approval of the City.
 - 9.3.3 Data report on the number of tons of trash and recyclable materials collected for the month specific to the Contract Area.

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

10.0 AFTER AWARD OF CONTRACT

- 10.1 The Contractor shall meet with the Contract Manager and the previous contractor within ten (10) working days after contract is awarded to discuss transition dates and times for container removal and installation, hereinafter referred to as "Change-Out." Change-Out shall occur in such a manner so that no business or resident within the Contract Area is left without service for more than 6 hours.
- 10.2 Prior to Change-Out, the City will issue the succeeding Contractor a list of locations (alleys) within the Contract Area to be served, along with the quantity and size of containers to be installed at each location.
- 10.3 The succeeding Contractor must be capable of fully implementing all services in the Contract area within 30 days of award. A transition schedule will be jointly agreed upon between both parties.
- 10.4 The award of this contract shall not provide the Contractor with any exclusive rights to provide recycling services within the Contract Area.

11.0 BEST VALUE EVALUATION CRITERIA

This contract shall be awarded to the vendor who can demonstrate that they are able to provide the best value to the City. While cost will be a major consideration, other criteria will be considered in the evaluation process (see 0600 Bid Sheet).

12.0 OMISSIONS

It is the intention of the City of Austin to acquire complete trash and single-stream recycling collection services for the Contract Area. The City of Austin reserves the right to add additional requirements to this scope of work if any services or equipment have been omitted that is necessary for the complete operation of these services as needed.

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INVITATION FOR BID (BEST VALUE)

BID NO. IFB-BV 1500 JRD0100

DATE: 10-Feb-14

BUYER: Jonathan Dalchau, COA Buyer II

Copies of Bid: Bidder must submit (1) one signed original bid and (3) three copies. (Provide signature and company information at the bottom of Bid Sheet.)

Note: Estimated quantities are for evaluation purposes only. No quantities are guaranteed. Unless otherwise specified, the term "container" shall refer to dumpster.

SECTION 1 - BID PRICES - (51 Points)

Bidders are required to provide pricing in Section 1 that covers all services detailed in the Scope of Work, INCLUDING all landfill disposal charges and fees. The disposal of trash may be at the Bidder's own disposal facility or other legally operated facility of Bidder's choice. The Bidder offering the lowest total cost will receive the most points. Prices should reflect maximum price charged per product category.

Trash Collection Services - Bid prices shall include all labor, equipment, and disposal facility costs incurred by the Contractor to provide trash collection, hauling, and disposal services for the Contract Area as required per the attached Scope of Work.

NOTE: Quantities of trash containers are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers on a block-by-block basis. Annual bid prices for trash collection, hauling, and disposal will be calculated based on estimated quantities and a trash collection schedule of seven (7) days per week. However, Contractor shall invoice the City based on actual container quantities, sizes, and collection frequency.

Item No.	Description	Collection Frequency	Estimated No. of Containers		Unit Price (Monthly Price Per Container)		Monthly Price for All Containers				Estimated Annual Price
1.1	Furnish & Service 3-YD Side-Load Trash Container	7 Days Per Week	115	X	\$335.66	=	\$ 38,600.90	X	12	=	\$ 463,210.80
1.2	Furnish & Service 4-YD Side-Load Trash Container	7 Days Per Week	120	X	\$400.21	=	\$ 48,025.20	X	12	=	\$ 576,302.40
1.3	Furnish & Service 8-YD Trash Container	7 Days Per Week	2	X	\$605.50	=	\$ 1,211.00	X	12	=	\$ 14,532.00
Sub-Total Trash Collection - (1.1 through 1.3)											\$ 1,054,045.20

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Single-Stream Recycling Collection Services - Bid prices shall include all labor, equipment, and processing facility costs incurred by the Contractor for providing single-stream recycling collection, hauling, and processing services for the Contract Area as required per the attached Scope of Work.

NOTE: Quantities of recycling containers are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers on a block-by-block basis. Annual bid prices for single-stream recycling collection, hauling, and processing will be calculated based on estimated quantities and a recycling collection schedule of three (3) days per week. However, Contractor shall invoice the City based on actual container quantities, sizes, and collection frequency.

Item No.	Description	Collection Frequency	Estimated No. of Containers		Unit Price (Price Per Collection Per Container)		Weekly Price for All Containers					Estimated Annual Price
1.4	Furnish & Service 4-YD Side-Load Single-Stream Container for Recycling	3 Days Per Week	150	X	\$10.95	X	\$ 4,927.50	X	52	=	\$	256,230.00
1.5	Furnish & Service 96-Gallon Carts for Single-Stream Recycling	3 Days Per Week	20	X	\$5.99	X	\$ 359.40	X	52	=	\$	18,688.80
Sub-Total Recycling Collection - (1.4 through 1.5)											\$	274,918.80

Bulky Collection Services - Bid prices shall include all labor, equipment, and disposal facility costs incurred by the Contractor to provide bulky collection and disposal services for the Contract Area as required per the attached Scope of Work.

NOTE: Bulky collection frequency is an estimate only. Contractor will provide bulky collection on an "as needed" basis. The annual bid price for bulky collection will be calculated based on the estimated number of hauls per year. However, Contractor shall invoice the City based on actual number of hauls.

Item No.	Description	Estimated Collection Frequency	Estimated No. of Hauls per Year		Unit Price (Price per Haul)		Estimated Annual Price
1.6	Provide bulky item collection service in the Contract Area	On Call Basis	30	X	\$545	=	\$ 16,350.00
Sub-Total Bulky Collection - (1.6)							\$ 16,350.00

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SPECIAL EVENTS COLLECTION SERVICES

Bid prices for Special Events Collection Services (Large, Medium, and Small Events) shall provide for ALL services, including all labor and extra personnel, all equipment, and all recycling/disposal facility costs incurred by the Contractor to provide these services for the Contract Area as required per attached Scope of Work.

NOTE: Special Events Collection quantities are estimates only. The Contractor shall provide additional collection services and alley maintenance during each event to ensure that containers are not overflowing and to ensure that alleys are kept clean. **The annual bid price for Special Events Collection Services shall be calculated and evaluated based on the estimated number of events each year, the size of each event (Large, Medium, Small), the estimated average number of days for each event, the estimated number of collections each day of event, the estimated average number of extra containers needed for each event, and an additional collection each day to the regular schedule for all containers in the Contract Area during an event. However, the Contractor shall invoice the City based on the actual number of collections and the actual number of containers.**

LARGE EVENT COLLECTION SERVICES (Typically 6 to 20 Days):

- There are an estimated six (6) Large Events affecting the Contract Area each year. (Sample Large Event = SXSW Festival.)
- Each Large Event will require 15 TO 25 EXTRA 4-Yd Trash Containers and 15 TO 25 EXTRA 4-Yd Recycling Containers in the Event-Impacted Area within the Contract Area.
- Each Large Event will require TWO (2) COMPLETE COLLECTIONS PER DAY for ALL CONTAINERS in the Contract Area (both regular containers of the Contract Area and extra containers supplied for the Large Event).
- Extra personnel and extra collection equipment will be required as needed.

EXTRA CONTAINERS FOR LARGE EVENTS
(No Estimates are Guaranteed. For Evaluation Purposes Only.)

Item No.	Description	Estimated No. of Large Events Per Year	Estimated Avg. No. of EXTRA Containers Needed Per Large Event	Estimated No. of Collections Per EXTRA Container, Per 15-Day (Avg.) Large Event (2 COLLECTIONS PER DAY)	Unit Price (Price Per Collection, Per Extra Container During Each Large Event)	Estimated Annual Price for Extra Containers for Large Events
1.7a	Furnish & Service Extra 4-YD Side-Load Trash Containers in the Event-Impacted Area	6	X 20 X	30	X \$16.36	= \$ 58,896.00

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1.7b	Furnish & Service Extra 4-YD Side-Load Recycling Containers in the Event-Impacted Area	6	<input checked="" type="checkbox"/>	20	<input checked="" type="checkbox"/>	30	<input checked="" type="checkbox"/>	\$13.70	=	\$	49,320.00
ADDITIONAL COLLECTIONS MADE FOR REGULAR CONTRACT AREA CONTAINERS DURING LARGE EVENTS (No Estimates are Guaranteed. For Evaluation Purposes Only.)											
Item No.	Description	Estimated No. of Large Events Per Year		Estimated No. of Regular Contract Area Containers (Per Line Items 1.1 - 1.5)		Estimated No. of ADDITIONAL Collections Per Regular Container, Per 15-Day (Avg.) Large Event (1 ADDITIONAL COLLECTION PER DAY)		Unit Price (Price Per Additional Collection, Per Regular Container During Large Event)			Estimated Annual Price for Additional Collections for Regular Containers During Large Events
1.7c	3-YD Side-Load Trash Container	6	<input checked="" type="checkbox"/>	115	<input checked="" type="checkbox"/>	15	<input checked="" type="checkbox"/>	\$10.87	=	\$	112,504.50
1.7d	4-YD Side-Load Trash Container	6	<input checked="" type="checkbox"/>	120	<input checked="" type="checkbox"/>	15	<input checked="" type="checkbox"/>	\$12.77	=	\$	137,916.00
1.7e	8-YD Trash Container	6	<input checked="" type="checkbox"/>	2	<input checked="" type="checkbox"/>	15	<input checked="" type="checkbox"/>	\$23.50	=	\$	4,230.00
1.7f	4-YD Side-Load Single-Stream Container for Recycling	6	<input checked="" type="checkbox"/>	150	<input checked="" type="checkbox"/>	15	<input checked="" type="checkbox"/>	\$10.37	=	\$	139,995.00
1.7g	96-Gallon Carts for Single-Stream Recycling	6	<input checked="" type="checkbox"/>	20	<input checked="" type="checkbox"/>	15	<input checked="" type="checkbox"/>	\$8.75	=	\$	15,750.00
Sub-Total Large Events Collection - (1.7a through 1.7g)										\$	518,611.50

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MEDIUM EVENTS (Typically 3 to 5 Days):

- There are an estimated six (6) Medium Events affecting the Contract Area each year. (Sample Medium Event = Pecan Street Festival.)
- Each Medium Event will require 9 TO 14 EXTRA 4-Yd Trash Containers and 9 TO 14 EXTRA 4-Yd Recycling Containers in the Event-Impacted Area within the Contract Area.
- Each Medium Event will require TWO (2) COMPLETE COLLECTIONS PER DAY for ALL CONTAINERS in the Contract Area (both regular containers of the Contract Area and extra containers supplied for the Medium Event).
- Extra personnel and extra collection equipment will be required as needed.

EXTRA CONTAINERS FOR MEDIUM EVENTS
(No Estimates are Guaranteed. For Evaluation Purposes Only.)

Item No.	Description	Estimated No. of Medium Events Per Year	Estimated Avg. No. of EXTRA Containers Needed Per Medium Event	Estimated No. of Collections Per Extra Container, Per 4-Day (Avg.) Medium Event (2 COLLECTIONS PER DAY)	Unit Price (Price Per Collection, Per Extra Container During Each Medium Event)		Estimated Annual Price for Extra Containers for Medium Events
1.8a	Furnish & Service Extra 4-YD Side-Load Trash Containers in the Event-Impacted Area	6	X 12	X 8	\$18.39	=	\$ 10,592.64
1.8b	Furnish & Service Extra 4-YD Side-Load Recycling Containers in the Event-Impacted Area	6	X 12	X 8	\$15.45	=	\$ 8,899.20

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ADDITIONAL COLLECTIONS MADE TO REGULAR CONTRACT AREA CONTAINERS DURING MEDIUM EVENTS (No Estimates are Guaranteed. For Evaluation Purposes Only.)									
Item No.	Description	Estimated No. of Medium Events Per Year		Estimated No. of Regular Contract Area Containers (Per Line Items 1.1 - 1.5)		Estimated No. of ADDITIONAL Collections Per Regular Container, Per 4-Day (Avg.) Medium Event (1 <u>ADDITIONAL</u> <u>COLLECTION PER DAY</u>)		<u>Unit Price</u> (Price Per Additional Collection, Per Regular Container During Medium Event)	Estimated Annual Price for Additional Collections for Regular Containers During Medium Events
1.8c	3-YD Side-Load Trash Container	6	X	115	X	4	X	\$10.95	= \$ 30,222.00
1.8d	4-YD Side-Load Trash Container	6	X	120	X	4	X	\$12.88	= \$ 37,094.40
1.8e	8-YD Trash Container	6	X	2	X	4	X	\$23.50	= \$ 1,128.00
1.8f	4-YD Side-Load Single-Stream Container for Recycling	6	X	150	X	4	X	\$10.56	= \$ 38,016.00
1.8g	96-Gallon Carts for Single- Stream Recycling	6	X	20	X	4	X	\$8.75	= \$ 4,200.00
Sub-Total Medium Events Collection - (1.8a through 1.8g)									\$ 130,152.24

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SMALL EVENTS (Typically 1 to 2 Days):

There are an estimated eight (8) Small Events affecting the Contract Area each year. (Sample Small Events = Halloween, New Year's Eve.)

- Each Small Event will require 1 TO 8 EXTRA 4-Yd Trash Containers and 1 TO 8 EXTRA 4-Yd Recycling Containers in the Event-Impacted Area within the Contract Area.
- Each Small Event will require TWO (2) COMPLETE COLLECTIONS PER DAY for ALL CONTAINERS in the Contract Area (both regular containers of the Contract Area and extra containers supplied for the Small Event).
- Extra personnel and extra collection equipment will be required as needed.

EXTRA CONTAINERS FOR SMALL EVENTS
(No Estimates are Guaranteed. For Evaluation Purposes Only.)

Item No.	Description	Estimated No. of Small Events Per Year	Estimated Avg. No. of EXTRA Containers Needed Per Small Event	Estimated No. of Collections Per Extra Container, Per 2-Day Small Event (2 COLLECTIONS PER DAY)	Unit Price (Price Per Collection, Per Extra Container During Each Small Event)	Estimated Annual Price for Extra Containers for Small Events
1.9a	Furnish & Service Extra 4-YD Side-Load Trash Containers in the Event-Impacted Area	8	X 4	X 4	\$38.50	= \$ 4,928.00
1.9b	Furnish & Service Extra 4-YD Side-Load Recycling Containers in the Event-Impacted Area	8	X 4	X 4	\$34.00	= \$ 4,352.00

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INVITATION FOR BID (BEST VALUE)

ADDITIONAL COLLECTIONS MADE TO REGULAR CONTRACT AREA CONTAINERS DURING SMALL EVENTS (No Estimates are Guaranteed. For Evaluation Purposes Only.)										
Item No.	Description	Estimated No. of Small Events Per Year		Estimated No. of Regular Contract Area Containers (Per Line Items 1.1 - 1.5)		Estimated No. of ADDITIONAL Collections Per Regular Contract Area Container, Per 2-Day Small Event (1 ADDITIONAL COLLECTION PER DAY)		Unit Price (Price Per Additional Collection, Per Regular Container During Small Event)		Estimated Annual Price for Additional Collections for Regular Containers During Small Events
1.9c	3-YD Side-Load Trash Container	8	X	115	X	2	X	\$11.07	=	\$ 20,368.80
1.9d	4-YD Side-Load Trash Container	8	X	120	X	2	X	\$13.02	=	\$ 24,998.40
1.9e	8-YD Trash Container	8	X	2	X	2	X	\$23.50	=	\$ 752.00
1.9f	4-YD Side-Load Single-Stream Container for Recycling	8	X	150	X	2	X	\$10.84	=	\$ 26,016.00
1.9g	96-Gallon Carts for Single- Stream Recycling	8	X	20	X	2	X	\$8.75	=	\$ 2,800.00
Sub-Total Small Events Collection - (1.9a through 1.9g)									\$	84,215.20
Sub-Total Special Events Collection Services - (1.7a through 1.9g)									\$	732,978.94
<u>TOTAL ANNUAL BID PRICE</u> - (Total Sum of 1.1 through 1.9g)									\$	2,078,292.94

UPDATED BID SHEET
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES
WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TX
INVITATION FOR BID (BEST VALUE)

For Informational Purposes Only Single-Stream Recycling											
Item No.	Description	Estimated Collection Frequency	Estimated No. of Containers		Unit Price (Price Per Collection Per Container)		Weekly Price for All Containers				Estimated Annual Price
1.10	Furnish & Service 3-YD Side-Load Single-Stream Container for Recycling	3 Days Per Week	50	X	\$ 10.64	X	\$ 1,596.00	X	52	=	\$ 82,992.00
1.11	Furnish & Service 3-YD Side-Load Single-Stream Container for Recycling	5 Days Per Week	50	X	\$ 10.23	X	\$ 2,557.50	X	52	=	\$ 132,990.00
1.12	Furnish & Service 4-YD Side-Load Single-Stream Container for Recycling	5 Days Per Week	150	X	\$ 10.49	X	\$ 7,867.50	X	52	=	\$ 409,110.00
1.13	Furnish & Service 96-Gallon Carts for Single-Stream Recycling	5 Days Per Week	20	X	\$ 6.04	X	\$ 604.00	X	52	=	\$ 31,408.00

UPDATED BID SHEET
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES
WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TX
INVITATION FOR BID (BEST VALUE)

For Informational Purposes Only
Compostable Materials (Brush, Food Scraps/Waste)

Item No.	Description	Estimated Collection Frequency	Estimated No. of Containers		Unit Price (Price Per Collection Per Container)		Weekly Price for All Containers					Estimated Annual Price
1.14	Furnish & Service 2-YD Side-Load Compostable Materials Container	2 Days Per Week	25	X	\$ 22.48	X	\$ 1,124.00	X	52	=	\$	58,448.00
1.15	Furnish & Service 3-YD Side-Load Compostable Materials Container	2 Days Per Week	25	X	\$ 22.48	X	\$ 1,124.00	X	52	=	\$	58,448.00
1.16	Furnish & Service 4-YD Side-Load Compostable Materials Container	2 Days Per Week	25	X	\$ 27.08	X	\$ 1,354.00	X	52	=	\$	70,408.00
1.17	Furnish & Service 2-YD Side-Load Compostable Materials Container	3 Days Per Week	25	X	\$ 17.43	X	\$ 1,307.25	X	52	=	\$	67,977.00
1.18	Furnish & Service 3-YD Side-Load Compostable Materials Container	3 Days Per Week	25	X	\$ 21.96	X	\$ 1,647.00	X	52	=	\$	85,644.00
1.19	Furnish & Service 4-YD Side-Load Compostable Materials Container	3 Days Per Week	25	X	\$ 26.51	X	\$ 1,988.25	X	52	=	\$	103,389.00
1.20	Furnish & Service 2-YD Side-Load Compostable Materials Container	5 Days Per Week	25	X	\$ 21.55	X	\$ 2,693.75	X	52	=	\$	140,075.00
1.21	Furnish & Service 3-YD Side-Load Compostable Materials Container	5 Days Per Week	25	X	\$ 21.55	X	\$ 2,693.75	X	52	=	\$	140,075.00

UPDATED BID SHEET
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES
WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TX
INVITATION FOR BID (BEST VALUE)

1.22	Furnish & Service 4-YD Side-Load Compostable Materials Container	5 Days Per Week	25	X	\$ 26.04	X	\$ 3,255.00	X	52	=	\$ 169,260.00
1.23	Furnish & Service 96-Gallon Carts for Compostable Materials	2 Days Per Week	25	X	\$ 4.64	X	\$ 232.00	X	52	=	\$ 12,064.00
1.24	Furnish & Service 96-Gallon Carts for Compostable Materials	3 Days Per Week	25	X	\$ 5.08	X	\$ 381.00	X	52	=	\$ 19,812.00
1.25	Furnish & Service 96-Gallon Carts for Compostable Materials	5 Days Per Week	25	X	\$ 5.43	X	\$ 678.75	X	52	=	\$ 35,295.00

For Informational Purposes Only
Plastic Containers

Item No.	Description	Collection Frequency	Estimated No. of Containers		Unit Price (Monthly Price Per Container)		Monthly Price for All Containers				Estimated Annual Price
1.26	Furnish & Service 2-YD Plastic Side-Load Trash Container	7 Days Per Week	40	X	\$346.69	=	\$ 13,867.60	X	12	=	\$ 166,411.20
1.27	Furnish & Service 3-YD Plastic Side-Load Trash Container	7 Days Per Week	35	X	\$346.69	=	\$ 12,134.15	X	12	=	\$ 145,609.80
1.28	Furnish & Service 4-YD Plastic Side-Load Trash Container	7 Days Per Week	30	X	\$403.00	=	\$ 12,090.00	X	12	=	\$ 145,080.00

UPDATED BID SHEET
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES
WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TX
INVITATION FOR BID (BEST VALUE)

Item No.	Description	Estimated Collection Frequency	Estimated No. of Containers		Unit Price (Price Per Collection Per Container)		Weekly Price for All Containers					Estimated Annual Price
1.29	Furnish & Service 2-YD Plastic Side-Load Single-Stream Recycling Container	3 Days Per Week	40	X	\$ 9.92	X	\$ 1,190.40	X	52	=	\$	61,900.80
1.30	Furnish & Service 3-YD Plastic Side-Load Single-Stream Recycling Container	3 Days Per Week	35	X	\$ 9.92	X	\$ 1,041.60	X	52	=	\$	54,163.20
1.31	Furnish & Service 4-YD Plastic Side-Load Single-Stream Recycling Container	3 Days Per Week	30	X	\$ 11.15	X	\$ 1,003.50	X	52	=	\$	52,182.00
1.32	Furnish & Service 2-YD Plastic Side-Load Single-Stream Recycling Container	5 Days Per Week	40	X	\$ 9.51	X	\$ 1,902.00	X	52	=	\$	98,904.00
1.33	Furnish & Service 3-YD Plastic Side-Load Single-Stream Recycling Container	5 Days Per Week	35	X	\$ 9.51	X	\$ 1,664.25	X	52	=	\$	86,541.00
1.34	Furnish & Service 4-YD Plastic Side-Load Single-Stream Recycling Container	5 Days Per Week	30	X	\$ 10.68	X	\$ 1,602.00	X	52	=	\$	83,304.00

UPDATED BID SHEET
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES
WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TX
INVITATION FOR BID (BEST VALUE)

For responding to Sections 2 through 6, the Bidder may attach separate pages if desired.

Section 2 - Company Experience History (7 Points)

Please provide a summary of company's experience/history especially regarding services similar to those required in the Contract Area. Additionally, please include any documented recognition of commendation for environmental excellence in the Austin area.

TDS provides commercial service for Georgetown, San Marcos, Kyle, Buda, Texas State University, and other similar contracts with municipalities. TDS provides service for major events in Austin including COTA, SXSW, ACL, Austin Marathon, and many other events. The TDS Landfill won the Gold Level for Landfills by Solid Waste Association of North America.

Section 3 - Company Equipment, Methods to Minimize Carbon Footprint, and Proposed Facilities (7 Points)

List the size, type and age of collection equipment/vehicles that will be used to collect trash and recyclable materials in the Contract Area. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local services). Please also identify whether or not your company will utilize scale equipment or if a dedicated route will be designated. Include information about the options available to monitor carbon footprint, route efficiency, and collection information. Include details describing the disposal and processing facilities you intend to utilize, and provide confirmation that those facilities will be operational and available throughout the contract period, including possible extension options.

Please see attached TDS Side Load Equipment List for vehicle specifications. Once collected, waste is then transported to the 732-acre permitted Type 1 TDS Landfill (TCEQ Permit #2123) located in Creedmoor, TX. Recyclables collected are transported to TDS's Materials Recovery Facility for processing, also located at our Creedmoor, TX site. TDS also has an onsite Composting facility at our Creedmoor location which will process all food waste generated by the City's businesses and events referenced in the IFB. These facilities will be operational and available throughout the contract period, including possible extension options. A designated route will be utilized for this contract. TDS employs onboard computer and route optimization software.

Section 4 - Company Involvement and Collaboration (15 Points)

Provide a summary of how your company can collaboratively work with the City to become more creatively involved in encouraging the customers in the designated Contract Area to embrace the concept of Zero Waste, generate less waste, and increase recycling.

TDS currently offers both Single Stream and commercial recycling and food waste composting services for businesses and events. TDS can work with the individual business to conduct waste audits in order to achieve higher diversion rates.

UPDATED BID SHEET
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES
WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TX
INVITATION FOR BID (BEST VALUE)

Section 5 - Resource Dedication and Service Level (10 Points)

Provide a summary of how your company has worked with previous clients in Austin to be flexible and responsive to the clients' concerns. In particular, identify the commitments and resources your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service to the businesses and residents within the Contract Area.

TDS piloted and subsequently landed a comprehensive Single Stream recycling and food waste program for AISD. In this program, all Elementary schools compost food waste in their cafeteria and practice Single stream recycling in every classroom. Online education and reporting is an integral part of this program. COTA has worked with TDS to achieve and surpass their diversion goals. The W Hotel and Apple Computers have also implemented successful recycling and food waste diversion programs with TDS.

Section 6 - Local Business Presence (10 Points)

Please provide the location(s) and number of years your company has maintained headquarters or a branch office in the Austin corporate city limits.

12200 Carl Rd., Creedmoor, TX 78610. TDS opened its Creedmoor landfill in February 1991, and opened the 107,000 sq. ft. Materials Recovery Facility in October 2010.

Company Name: Texas Disposal Systems, Inc.

Vendor Tax ID#: [REDACTED]

Address: 12200 Carl Rd.

City: Creedmoor State: TX Zip: 78610

Signature: 

Printed Name: Rick Fraumann

Title: Director of Sales

Date: February 18, 2014

Phone No.: 512-421-1300

Email: rfraumann@texasdisposal.com

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Texas Disposal Systems, Inc.					
Physical Address	12200 Carl Rd. Creedmoor, TX 78610					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Branch	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SUBCONTRACTOR(S):

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Branch	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SUBCONTRACTOR(S):

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Branch	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**City of Austin
Purchasing Office
Local Business Presence Identification Form**

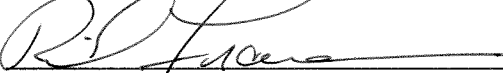
ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

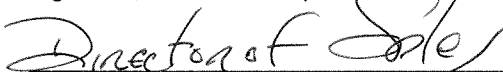
I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Texas Disposal Systems, Inc.; S-Corporation



Signature, Authorized Representative of Offeror



Title

2-17-2014

Date

END

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

Solicitation Number: JRD0100

Offeror's Name Texas Disposal Systems, Inc.

Date 02/18/2014

The Offeror shall furnish, with the Offer, the following information, for at least **3** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

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

Add Reference

Company's Name	W Hotel		
Name of Contact	Bob Pitts	Contact Title	Facilities Director
Present Address	200 Lavaca St.		
City	Austin	State	TX Zip Code 78701
Telephone Number	512-542-3612	FAX Number	
Email Address	robert.pitts@whotels.com		

Company's Name	Apple, Inc.		
Name of Contact	James Powell	Contact Title	
Present Address	12535 Riata Vista, Bldg. 2		
City	Austin	State	TX Zip Code 78727
Telephone Number	512-639-1033	FAX Number	
Email Address	james_powell@apple.com		

Company's Name	City of Kyle		
Name of Contact	Lanny Lambert	Contact Title	City Manager
Present Address	100 West Center Street		
City	Kyle	State	TX Zip Code 78640
Telephone Number	512-262-3923	FAX Number	512-262-3987
Email Address	l.lambert@cityofkyle.com		

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

SOLICITATION NO JRD0100

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 18th day of FEBRUARY, 2014.

CONTRACTOR

Texas Disposal Systems, Inc.

Authorized Signature

Title

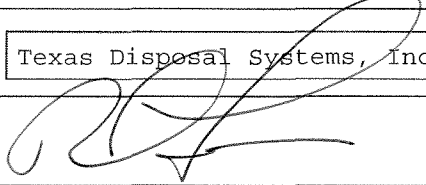
[Signature]
Director of Sales

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. JRD0100

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

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

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Texas Disposal Systems, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">2-18-2014</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Rick Fraumann</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Director of Sales</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JRD0100

FOR

Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, Texas

State of Texas

County of Travis

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

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

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

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

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

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

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

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

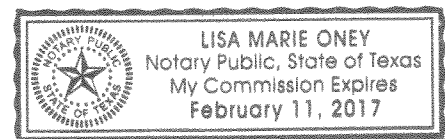
Offeror's
Explanation:

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

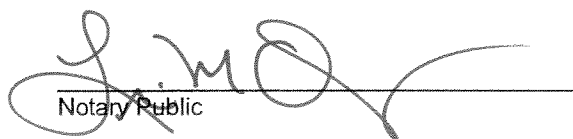
Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Texas Disposal Systems, Inc.</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Rick Fraumann</div>
Title:	<div style="border: 1px solid black; padding: 2px;">Director of Sales</div>



Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 15 day of February, 2014.



Notary Public

My Commission Expires 2-11-17

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

SOLICITATION NO. JRD0100

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

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


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

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

	Employee Name	Employee Job Title
Add	Frank Middleton	Side Load Driver
Delete		
Add	Paul Scott	Side Load Driver
Delete		
Add	Emeliano Granados	Container Delivery Driver
Delete		
Add	Donald Dawson	Container Delivery Driver
Delete		

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

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

Contractor's Name:	TEXAS DISPOSAL SYSTEMS, INC.		
Signature of Officer or Authorized Representative:		Date:	2/18/2014
Printed Name:	Rick Fraumond		
Title:	Director of Sales		

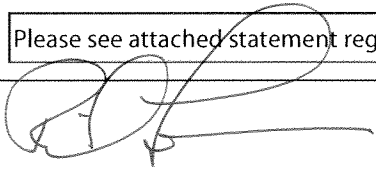
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	
Description of Services:	Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, Texas
Contractor Name:	TEXAS DISPOSAL SYSTEMS, INC.


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

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

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

Employee's Title:	Please see attached statement regarding TDS employees assigned to this City contract.		
Signature of Employee:		Date:	2/18/14
Employee's Printed Name:	Rick Fraunhorn Director of SPCIS		


(Witness Signature)


(Printed Name)

Statement of Living Wages and Benefits Employee Certification

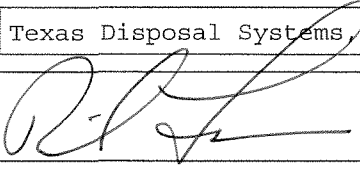
TDS will submit signed Living Wages and Benefits Employee Certification forms for the employees listed in this section if awarded the contract.

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JRD0100

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

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

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	Texas Disposal Systems, Inc.		
Signature of Officer or Authorized Representative:		Date:	2/18/
Printed Name:	Rick Fraumann		
Title:	Director of Sales		

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

SOLICITATION NUMBER: JRD0100

PROJECT NAME: DOWNTOWN AUSTIN TRASH AND RECYCLING COLLECTION AND HAULING SERVICES

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

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

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

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

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

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

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

Texas Disposal Systems, Inc.

Company Name

Rick Fraumann

Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

2-17-2014
Date

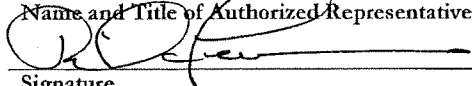
**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: JRD0100
PROJECT NAME: DOWNTOWN AUSTIN TRASH AND RECYCLING COLLECTION AND HAULING SERVICES

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	TEXAS DISPOSAL SYSTEMS, INC.		
Address	12200 CARL RD		
City, State Zip	CREEKWOOD, TX	78610	
Phone	512 421-1300	Fax Number	512 421-1325
Name of Contact Person	RICK FRAUMANN		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

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

RICK FRAUMANN Director of SpCS
Name and Title of Authorized Representative (Print or Type)

Signature

2-21-2014
Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor	Date	Director/Deputy Director	Date

Side Load

Unit #	Type	Make	Model	Year
30010 Austin Ops	Side Load	Mack	MRU613	2008
30011 Austin Ops	Side Load	Mack	MRU613	2012
30012 Austin Ops	Side Load	Mack	MRU613	2012
Automated Side Load - Resi				
44018 Austin Ops	Automated Side Load	Mack	LEU613	2012
44019 Austin Ops	Automated Side Load	Mack	LEU613	2012
44032 Austin Ops	Automated Side Load	Mack	LEU613	2008
44033 Austin Ops	Automated Side Load	Mack	LE613	2007
44036 Austin Ops	Automated Side Load	Mack	LEU613	2010
44038 Austin Ops	Automated Side Load	Mack	LEU613	2011
44041 Austin Ops	Automated Side Load	Mack	LEU613	2011
44042 Austin Ops	Automated Side Load	Mack	LEU613	2011
44051 Austin Ops	Automated Side Load	Mack	LEU613	2011
44052 Austin Ops	Automated Side Load	Mack	LEU613	2011
44053 Austin Ops	Automated Side Load	Mack	LEU613	2011
44054 Austin Ops	Automated Side Load	Mack	LEU613	2013
44055 Austin Ops	Automated Side Load	Mack	LEU613	2013

For Immediate Release

July 15, 2008 - Texas Disposal Systems, Creedmoor, Texas
Contact: Bob Gregory (CEO), 512-421-1300, Kurt Johnson (Press), 512-905-5786

Texas Disposal Systems receives nation's most prestigious landfill management Excellence Award

Austin-area solid-waste services company, Texas Disposal Systems (TDS) has been named as the recipient of the top Landfill Management Award for 2008 by the Solid Waste Association of North America (SWANA).

The announcement was made by SWANA on July 10 and is available on its website, www.SWANA.org.

John Skinner, Executive Director and CEO of SWANA, described award recipients as "a credit to their communities and an inspiration to others in the solid waste profession."

TDS was named as the *Gold* recipient in the Landfill Management Award category. The Awards program "was created to recognize outstanding facilities, operations and programs," according to the SWANA announcement.



According to SWANA, its Excellence Awards Program "recognizes outstanding solid waste programs and facilities that advance the practice of environmentally and economically sound waste management through their commitment to utilizing effective technologies and processes in system design and operations, advancing worker and community health and safety, and implementing successful public education and outreach programs. Programs also must demonstrate that they are fiscally and environmentally responsible through their compliance with all applicable federal, state and local regulations."

Bob Gregory, CEO of TDS, said 2008 marks the first year his company has submitted an application for the award. "We're very pleased with the recognition," Gregory said. "We have worked diligently over the past 20 years to design, permit and operate a showcase landfill, recycling and composting facility, and we're very proud of the success of our unique business model. TDS has demonstrated that a large solid-waste composting, recycling and disposal facility can be a good neighbor and a major asset to the community."

Gregory said the application contained a full profile of the TDS facility, including the exotic game ranch with more than 1,200 animals and a meeting facilities complex, including a 500-seat pavilion, which is made available free of charge to qualifying, non-profit organizations. "We're pleased to be able to give back to the Central Texas community by offering these facilities," Gregory said. Since 2002, TDS has hosted more than 1,100 fundraising and recognition events which have helped raise more than \$12 million for the non-profit organizations.

In addition to running an environmentally-superior landfill with successful odor control and sightscreening, the TDS facility also has recycling and composting operations which are the standard-bearer for the industry. A TDS-owned company, GardenVille, markets special blends of soils and composted materials. Recycled and re-usable materials are diverted from the solid waste stream and sold to the public or to business entities.

TDS receives solid waste and recyclables from more than 30 Central Texas cities, including Austin, Georgetown and San Marcos.

"TDS has been and intends to continue to be the region's leader in diverting waste from landfill disposal," Gregory said. "This award recognition will help us expand our mission elsewhere, as other cities and counties recognize the benefits of having well-managed landfill facilities."

According to the statement released by SWANA, "The Solid Waste Association of North America has been the leading professional association in the solid waste management field. SWANA's mission is to advance the practice of environmentally and economically sound management of municipal solid waste."

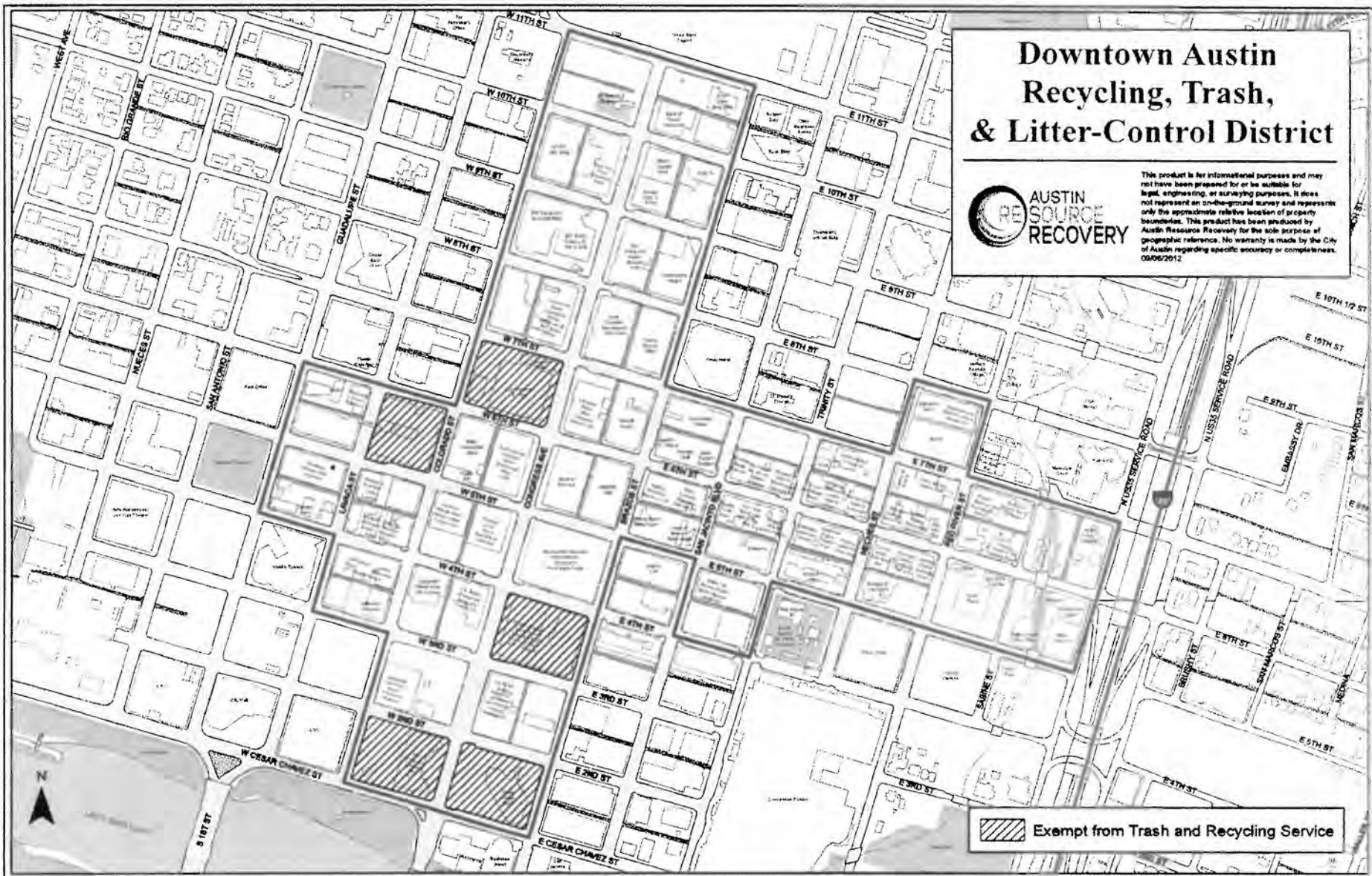
TDS will be honored officially during the SWANA national convention Awards Luncheon at WASTECON 2008 in Tampa, Florida on October 23.

For more information concerning TDS, see www.texasdisposal.com.

Downtown Austin Recycling, Trash, & Litter-Control District



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by Austin Resource Recovery for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. 09/06/2012



Exempt from Trash and Recycling Service



**ADDENDUM
INVITATION FOR BID (BEST VALUE)
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES WITHIN THE
DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TEXAS
CITY OF AUSTIN, TEXAS**

IFBBV: JRD0100

Addendum No: 1

Date of Addendum: January 24, 2014

This addendum is to incorporate the following questions and answers to the above-referenced Invitation for Bid (IFB). Each question (Q) is followed by its answer (A).

1.0 Notification Reminder

1.1. Bid Due Prior to Time and Date is 2:00 PM, Tuesday, February 4, 2014

2.0 Questions and Answers.

Q1. Can you provide a manufacturer or brand name for the 2 YD, 3 YD, and 4 YD side load plastic containers?

A1. ARR has recently identified three (3) companies who offer plastic side-load containers: 1) Snyder Industries of Lincoln, NE; 2) WRP Containers of Austin, TX; and 3) Sievers Poly Tanks of Abilene, TX. However, none of these companies currently offer a 4-yd plastic side-load container. Snyder currently offers 2-yd and 3-yd plastic side-load containers, and WRP and Sievers currently offer only 2-yd plastic side-load containers. We also learned that equipment compatibility could be an issue depending on the type of container mounting equipment used by your company.

Noise generated by the emptying of containers within the Central Business District (CBD) during the early morning hours is becoming more of an issue with the increase in the number of private residences and increase in the overall activity within the area. ARR realizes that due to the relatively low demand for plastic side-load containers, equipment availability and compatibility may be limited. However, ARR will continue to research the availability and compatibility of plastic side-load containers. Although ARR reserves the right to incorporate the use of plastic containers at any time in noise-sensitive areas of the CBD, ARR will work closely with the Contractor to determine the economical and operational feasibility before any final decisions are made.

Q2. Can the containers be cleaned onsite?

A2. As stated in Sections 3.1.15.b and 3.2.11.b, the containers should be removed from the site for cleaning.

- Q3. In Section 4.2 for Special Vehicle Equipment, can you define the industry standard for brake lining and synthetic or semi-synthetic fluids?
- A3. We apologize for the murky language in 4.2 with regard to brake lining and brake fluid. What the City expects from the Contractor is to make sure that brake lining thickness is always maintained in excess of the minimum thickness recommended for safe operation as specified by either the vehicle manufacturer or the brake lining manufacturer, whichever is more stringent. With regard to synthetic and semi-synthetic brake fluid, our understanding is that when compared to conventional fluid, it is less corrosive, has a higher boiling point and, thus, reduces the chance of brake problems/failure and leaks. The congestion and tight spaces within the CBD compel the City to require an abundance of caution for the protection of life and property. If you have alternate methods for ensuring your vehicles' braking systems consistently operate at their safest level, please provide details with your bid.
- Q4. Can you provide an estimate on the total amount of material recycled per week?
- A4. It is estimated that approximately 39,000 lbs. of recyclable materials are collected each week in the CBD.
- Q5. Can you provide an estimate on the total amount of bulky material picked up per week/month/year?
- A5. Bulky item collection is a necessary component of the scope of work as a contingency in the event bulky items are discarded within the CBD. Unfortunately, there is no way to provide a meaningful estimate, but we expect the need for bulky item collection will be infrequent. Discarding bulky items in the CBD that are not suitable for regular daily collections is illegal and the City's Code Compliance Department will be notified when this occurs. Fortunately, there have been no reports of bulky items collected in the CBD by the current Contractor in the last three (3) years.
- Q6. Containers that are provided to food establishments require special cleaning; what is the estimated number or percentage of containers that will be used by food establishments?
- A6. As of November 2013, there were 145 food establishments in the CBD. At this time, we do not have an estimated number or percentage of containers that are used by food establishments.
- Q7. May a vendor use bio-degradable bags to line the containers, in place of the cleaning process referenced in the IFBBV?
- A7. The City is not currently interested in utilizing biodegradable liners to replace the cleaning process as specified in the scope of work.
- Q8. May the pruning of low hanging tree limbs (Section 3.3.2), be billed as a separate expense? Vendors may need to use a subcontractor for this service. Can you offer more clarification on this requirement?
- A8. This service is part of the overall CBD alley maintenance as described in all of Section 3.3, and is not a separate billable service. This type of pruning is expected to be relatively

minor and is intended to maintain adequate clearance for collection trucks in the alleys. In the event a tree requires significant maintenance, or is interfering with utility lines, the Contractor Representative should notify the City immediately.

- Q9. Must vendors bid on all requirements? Can the vendors bid on sections, and not the whole contract? Can they bid on the Trash/Recycling/Hauling services and not the two possible pilot programs, or vice versa?
- A9. ARR will make an award to one (1) vendor for all services represented in this solicitation. No multiple awards will be made. (If the bidder contemplates sub-contracting, please refer to Section 0900-No Goals Form in your solicitation package. As indicated on the 0900-No Goals Form, contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials.) As stated on the Bid Sheet under Section 1, "Bidders are required to provide pricing in Section 1 that covers all services detailed in the Scope of Work..."

Please note that the pricing to be provided by the bidder under the category "For Informational Purposes Only" will not be used in calculating the points on the score for the total price, but the entire bid may be deemed incomplete if no pricing is provided. ARR will review all bids submitted, but please be advised that ARR reserves the right to reject bids that are determined to be incomplete or that have any exceptions taken.

- Q10. In regards to the Living Wages and Benefits requirement, can you state what is meant by "any Contractor employee directly assigned to this Contract"?

A10. Any person employed by the Contractor who is assigned directly to a specific function to support the daily execution of this Contract, either operationally or administratively, is considered a "Contractor employee directly assigned to this Contract."

- Q11. Is there a limit on the size of bulky material that will need to get picked up under this contract? Can the vendor list a maximum size for bulky materials that they will pick up?

A11. There is no size limit specified for bulky collection. The bidder may list a maximum size for bulky materials they are willing to collect as an 'exception' to the scope of work, but caution should be exercised as exceptions could jeopardize acceptance of a bid. As a requirement of this contract, the Contractor is expected to provide the equipment necessary to remove bulky material from the CBD when the need arises. In the event there are extenuating circumstances that prevent the Contractor from completing a collection, the Contractor should notify the City immediately. As stated earlier, we expect the need for bulky item collection will be infrequent.

- Q12. When does the current contract expire?

A12. Expiration date is April 18th, 2014; however, if necessary, the contract can be held over for up to 120 days at the City's option to facilitate completion of the procurement process. The 120-day holdover is a contingency provision of the current contract only to be invoked if necessary; the City desires to execute a new agreement as soon as possible.

Q13. Does the City of Austin intend to bid on this solicitation?

A13. The City of Austin will not submit a bid pursuant to this IFBBV.

Q14. When will the pilots begin?

A14. It is unknown at this time. As stated in Section 4.4 of the Scope of Work, the Contractor and the City will work together on developing initiatives such as the two pilots referenced.

Q15. The IFBBV states that the Contractor shall observe New Year's Day. It is a good idea to pick up trash on New Year's Day due to the volume collected downtown on New Year's Eve.

A15. Yes, the City will need this service on New Year's Day.

3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY:



Jonathan Dalchau, Buyer II
Purchasing Office

1/24/2014

Date

ACKNOWLEDGED BY:

Texas Disposal Systems Inc

Vendor Name



Authorized Signature

2/18/2014

Date

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas *with your bid*.
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
INVITATION FOR BID (BEST VALUE)
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES WITHIN THE
DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TEXAS
CITY OF AUSTIN, TEXAS**

IFBBV: JRD0100

Addendum No: 2

Date of Addendum: January 30, 2014

This addendum is to incorporate the following questions and answers to the above-referenced Invitation for Bid (IFB). Each question (Q) is followed by its answer (A).

1.0 Changes to solicitation due dates as follows;

- 1.1 Bid Due Prior to Time and Date is changed to 2:00 pm, Tuesday, February 11, 2014
- 1.2 Bid Opening Time and Date is changed to 2:15 pm, Tuesday, February 11, 2014

2.0 Amendments to Section 0400 – Supplemental Purchase Provisions:

- 2.1 Added section 4 with the following:

4. PERFORMANCE BOND: (Must also include a Bid / Proposal / Response Guaranty / Bond – see paragraph 5 above)

- A. The Contractor shall provide a Performance Bond in an amount of \$566,000 amount, which equates to nine (9) months of the estimated yearly contract expenditure, within 14 calendar days (14 unless a different period is inserted) after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

3.0 Amendments to the Section 0500 – Scope of Work:

1.1. Replace section 3.1.5 with the following:

The Contractor shall clean, disinfect, and sanitize trash containers used by food establishments at least once per month, or more frequently if requested by the City, in accordance with section 3.1.15.b. All other trash and recycling containers shall be cleaned as deemed necessary by the City in accordance with sections 3.1.15.b and 3.2.11.b.

1.2. Replace section 3.2.6 with the following:

The Contractor shall be responsible for making sure container lids operate properly and close securely to prevent rainwater from damaging recyclable material and to prevent the accumulation of rainwater inside the containers.

1.3. Replace section 3.2.10.c with the following:

All single-stream recycling containers shall have lids that operate properly and close securely to prevent the entry of rainwater.

4.0 Questions and Answers.

Q1. In Section 3.1.14.g. on page 3 of the scope of work, the RFP says that Contractor shall supply wheeled containers. Is the City referring to the Contractor providing casters for dumpsters or is the City referring to plastic wheeled polycarts?

A1. Trash and recycling dumpsters with casters and 96-gallon recycling carts with wheels will need to be provided. Although these need to be made available by the Contractor, the number of dumpsters with casters and carts with wheels is typically very low. For reference, there are currently two (2) trash dumpsters with casters and one (1) recycling dumpster with casters being used in the CBD. There are currently no wheeled 96-gallon recycling carts being used.

Q2. The bid sheets attached to the RFP provide no line items for casters or locks for containers. Will the City amend its bid sheets to include these items? If not, can the bidder add these two line items to the bid sheets?

A2. The scope of work incorrectly indicated that the City is requiring the Contractor to provide locks/locking bars on containers in the CBD. The requirement for locks/locking bars has been removed. **Section 3.2.10.c has been replaced with the following: "All single-stream recycling containers shall have lids that operate properly and close securely to prevent the entry of rainwater."**

As stated in 3.1.14.g, the Contractor shall supply wheeled containers (dumpsters with casters), at Contractor's expense, at the request of the City. Bidders should factor in the expense of providing dumpsters with casters when completing their bid sheet. Again, it's important to note that the number of dumpsters with casters used in the CBD is typically very low. There are currently two (2) trash dumpsters with casters and one (1) recycling dumpster with casters being used in the CBD.

- Q3. Section 3.2.6 on page 4 of the scope of work seems to require that recycling containers are locked down and that Contractor provide recycling containers with lock bars. Currently, recycling containers do not have locks nor are locks required or needed. Is the City now requiring locks and lock bars on these recycling containers?
- A3. Section 3.2.6 should have been changed as the City no longer requires the Contractor to provide locks/locking bars on containers in the CBD. **Section 3.2.6 has been replaced with the following:** “The Contractor shall be responsible for making sure container lids operate properly and close securely to prevent rainwater from damaging recyclable material and to prevent the accumulation of rainwater inside the containers.”
- Q4. Section 3.2.10.e. on page 5 of the scope of work provides that the Contractor shall furnish wheeled recycling containers at its expense per the City’s request. Does “wheeled recycling container,” mean a wheeled polycart or a metal container on casters?
- A4. Section 3.2.10.e primarily refers to recycling dumpsters with casters, but wheeled 96-gallon recycling carts need to be available if requested. Please keep in mind that the number of dumpsters with casters and wheeled carts is typically very low. There are currently two (2) trash dumpsters with casters and one (1) recycling dumpster with casters being used in the CBD. There are currently no wheeled 96-gallon recycling carts being used.
- Q5. Section 3.4 on page 6 of the scope of work provides that custom services may be required for customers due to “noise sensitivity or other legitimate reasons.” What does the City mean by “noise sensitivity” and how would that be determined? Also, other than noise sensitivity, what would be other “legitimate reasons” that would qualify a customer to receive service between 7 a.m. and 4 p.m.? As the City is aware, safety issues and traffic make it critical that services are provided before 7 a.m. not after, so it is important to understand what criteria must be met before a customer can meet this “custom service” requirement.
- A5. ‘Noise sensitivity’ refers to collection areas in the CBD that are close in proximity to homes and hotels in which the loud noise of emptying containers during the early morning hours are more likely to disturb residents and hotel occupants within the CBD, resulting in complaints submitted to the City. When complaints are received, the City will investigate and a recommendation will be made to the director of Austin Resource Recovery (ARR). To clarify, section 3.4 was not intended to imply that downtown customers could “require the Contractor” to provide custom services. Only the director of ARR has the authority to require custom services (such as collection outside of the regular schedule) in a particular block of the CBD.

“Other legitimate reasons” simply provides the director of ARR the prerogative to review and consider requests for all custom services, whether they are related to noise or not, when requests are submitted to his office. We don’t feel it would be helpful to develop a list of hypothetical ‘legitimate’ situations, as it will be solely up to the director of ARR to determine if a real situation warrants special consideration. We currently don’t anticipate any requests for custom services for reasons other than excessive early morning noise, but if one is received, the director of ARR will review it. Please note that implementing custom services outside of the regular collection schedule is something the City prefers not to do. However, if custom services appear to be the only viable option, the City will consult with the Contractor before any final decisions are made.

Q6. Section 4.4.1.h. on page 8 of the scope of work provides that if the City determines that the results of the plastic container pilot warrant permanent use of such containers, the Contractor shall furnish the additional plastic containers needed in noise sensitive locations. Does this mean the contractor would have to purchase the plastic containers at its sole cost? If so, how can the contractor agree to this without knowing anything about these containers, including their durability and price, and how many containers would be required?

A6. If the plastic container pilot results warrant expanded and permanent use of such containers, it is intended for the Contractor to furnish any additional plastic containers at the Contractor's sole cost. To be clear, the City will purchase the plastic containers to conduct the pilot, and the Contractor will never be under any obligation to purchase those particular containers from the City.

With regard to durability, the pilot program should provide a good test of the durability of the plastic containers. The City will not expand the use of plastic containers unless the pilot clearly proves that the plastic containers are durable and trouble-free.

With regard to the total number of plastic containers to be used, there are five (5) blocks in the CBD in which complaints have been generated due to the loud noise from the emptying of containers during the early morning hours. There are typically 6 to 8 containers in each block, which means there could be a total of approximately 30 to 40 plastic containers used in the CBD under full implementation. However, the City will purchase plastic containers for at least one of the five blocks for the pilot, and the Contractor will never be under any obligation to purchase those particular containers from the City.

With regard to price, we suggest that bidder's do some research and reach out to some of the plastic dumpster suppliers/manufacturers and discuss pricing with them. We understand that pricing may be an issue due to limited availability, limited information, and limited experience pertaining to plastic containers. Please keep in mind that all pricing to be provided by the bidder for plastic containers under the category "For Informational Purposes Only" will not be used in calculating the score for bidder's total contract price.

The City understands there are 'unknowns' concerning the use of plastic containers, which is why the City would conduct a thorough pilot before any decisions are made to move forward. If a pilot is conducted, the Contractor will play a major role in helping to determine if plastic containers would ever be a viable option in select areas of the CBD.

Q7. What kind of containers does the city expect or want the Contractor to use for collection of the compostable materials pilot program? Are there any limitations or can the Contractor decide the type of containers to use? If a bidder "no bids" the 2 potential pilot programs because there's insufficient information upon which to formulate reliable prices, will the City still accept and consider the bidder's proposal for all other services?

A7. If a compostable materials recycling pilot is conducted, the City expects the Contractor to utilize typical side-load containers and/or possibly 96-gallon carts as indicated on the bid sheet. At this time, it is difficult to anticipate the demand for composting in the CBD, and it is difficult to anticipate the size, the type, and the number of receptacles that will work best. Our only limitation is that the containers are uniform in color (to be approved by the City) and that the lids operate properly and close securely. We consider each bidder to be an operational expert, and we welcome input from the bidder on any other type of

container and informational pricing they feel could help provide the best value for the City and the customers in the CBD. Please understand that the estimated quantities, sizes and collection frequencies under "For Informational Purposes Only" are for garnering a wide range of information in order to compare different options. If it is decided that a compostable materials recycling pilot will be conducted, the City will work closely with the Contractor on selecting the most appropriate option and making the pilot as efficient and cost effective as possible.

If a bidder submits "no bid" on compostable materials containers or the plastic containers (which are both under "For Informational Purposes Only") the City will still accept and review the bidder's proposal, but please be advised that the City intends to make an award to one (1) vendor for all services represented in this solicitation and reserves the right to reject bids that are determined to be incomplete or that have any exceptions taken. No multiple awards will be made. (If sub-contracting is contemplated, please refer to Section 0900-No Goals Form in your solicitation package.) Please keep in mind that the pricing submitted by the bidder under the category "For Informational Purposes Only" will not be used in calculating the score for the bidder's total contract price.

Whether or not the bidder chooses to provide pricing for plastic containers, it should be noted that section 4.4.1.c. of the scope of work states, "The Contractor shall provide collection services for the pilot program [plastic containers] in the same manner they provide collection services utilizing their own metal containers. The Contractor shall also use the same billing rates for the pilot program containers as they use for their own metal containers."

- Q8. For the recycling component of the services, can bidders use the City's contract terms/pricing with Balcones Recycling or TDS' recycling facility to formulate its bid?
- A8. The City's recycling processing contract terms/pricing with Balcones and TDS are not relevant to this solicitation and have no connection with the contracted CBD collection services. Under this contract, the successful Contractor takes ownership of the material once it is collected from the contract area. The successful Contractor is responsible for making arrangements for processing recyclable material and disposing of trash.
- Q9. The bid invitation references bid bonds, but does not explicitly ask for the bid bond. Is a bid bond required?
- A9. Section 4. of the supplemental purchase provisions has been added to account for the performance bond. The Contractor shall provide a Performance Bond in an amount of \$566,000 amount, which equates to nine (9) months of the estimated yearly contract expenditure, within 14 calendar days (14 unless a different period is inserted) after notification of award.
- Q10. Scope: 3.1.5- "clean, disinfect, and sanitize once per month" – Can containers be clean on site?
- A10. **Section 3.1.5 of the scope of work has been replaced with the following: "The Contractor shall clean, disinfect, and sanitize trash containers used by food establishments at least once per month, or more frequently if requested by the City, in accordance with section 3.1.15.b. All other trash and recycling containers shall be cleaned as deemed necessary by the City in accordance with sections 3.1.15.b and**

3.2.11.b.”

As stated in sections 3.1.15.b and 3.2.11.b, containers to be cleaned are to be removed from the premises, replaced with a clean container of like size and type, and transported to the Contractor's facility where it will be scrubbed to remove residual trash, cleaned and sanitized to kill bacteria on the internal and external surfaces of the container.

Q11. Scope: 3.1.10- “removing all garbage, trash, debris, or other materials regardless of its source or whether it is inside or outside of a container” – Definition gives NO LIMITS as to what and who can put any item- can specify trash with NORMAL course of business excessive Bulk trash can be charged and handled on case by case basis to omit abuse of NORMAL services required by contract.

A11. The containers in the CBD are specifically for residents and businesses of the CBD, and the containers are shared. However, if on occasion a source other than a resident or business employee places material inside or outside a container, the Contractor must still collect and remove the material. With regard to material outside a container, it would be difficult to quantify a 'limit' as it relates to daily routine maintenance, but the amount of discarded material on the ground is typically very minor and is the result of some container overflow or simple carelessness by some people. However, this material needs to be picked up as part of the routine daily maintenance in the CBD. If the Contractor and the City conclude that additional containers are needed on a particular block to handle extra volume, the City will work with the Contractor on finding the best placement for the containers.

Bulky items discarded in the CBD are a different matter in that they are never incidental, are clearly identified, require special equipment, and are clearly illegal. If bulky items are discarded in the CBD - or if illegal dumping of any kind is suspected - the City's Code Compliance Department will be notified to investigate. Keeping the CBD clean requires flexibility and close cooperation between the City and the Contractor, and the City is committed to working closely with the Contractor to find reasonable and mutually fair solutions to any difficult issues that may arise.

Q12. Scope: 3.3.2 -“prune low hanging tree limbs” this is not a standard function of the job requirements and liability rides with the owner property or can be sub contracted and billed directly.

A12. This service is an integral part of the overall CBD alley maintenance as detailed in section 3.3, and is not a separate billable service. This type of pruning is expected to be relatively minor and is intended to maintain adequate clearance for collection trucks in the alleys. In the event a tree requires significant maintenance, or is interfering with utility lines, the Contractor Representative should notify the City immediately.

Q13. Scope: 4.2- states contractor MUST have larger than industry standard brake lining & synthetic or semi-synthetic fluids” – DEFINE what is “Industry Standard”

A13. What the City expects from the Contractor is to make sure that brake lining thickness is always maintained in excess of the minimum thickness recommended for safe operation as specified by either the vehicle manufacturer or the brake lining manufacturer, whichever is more stringent. With regard to synthetic and semi-synthetic brake fluid, our understanding is that when compared to conventional fluid, it is less corrosive, has a

higher boiling point and, thus, reduces the chance of brake problems/failure and leaks. The congestion and tight spaces within the CBD compel the City to require an abundance of caution for the protection of life and property. If you have alternate methods for ensuring your vehicles' braking systems consistently operate at their safest level, please provide details with your bid.

Q14. Living Wage- define what you will consider "Employees directly assigned to this contract"

A14. Any person employed by the Contractor who is assigned a specific function to support the daily execution of this Contract, either operationally or administratively, is considered a "Contractor employee directly assigned to this Contract."

Q15. Can we sub for the 2-yard side loads not available in standard offering?

A15. Yes.

Q16. Can you give manufacturer and contact information or specification for pilot program plastic containers specified in the contract?

A16. ARR has recently identified three (3) companies who offer plastic side-load containers: 1) Snyder Industries of Lincoln, NE; 2) WRP Containers of Austin, TX; and 3) Sievers Poly Tanks of Abilene, TX. However, none of these companies currently offer a 4-yd plastic side-load container. Snyder currently offers 2-yd and 3-yd plastic side-load containers, and WRP and Sievers currently offer only 2-yd plastic side-load containers. We also learned that equipment compatibility could be an issue depending on the type of container mounting equipment used by your company. Noise generated by the emptying of containers within the Central Business District (CBD) during the early morning hours is becoming more of an issue with the increase in the number of private residences and increase in the overall activity within the area. ARR realizes that due to the relatively low demand for plastic side-load containers, equipment availability and compatibility may be limited. However, ARR will continue to research the availability and compatibility of plastic side-load containers. Although ARR reserves the right to incorporate the use of plastic containers at any time in noise-sensitive areas of the CBD, ARR will work closely with the Contractor to determine the economical and operational feasibility before any final decisions are made.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated and made a part of the above-referenced Invitation for Bid.

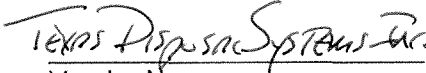
APPROVED BY:



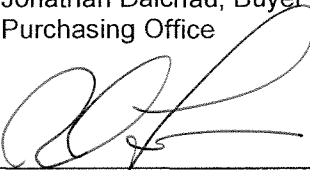
Jonathan Dalchau, Buyer II
Purchasing Office

1/30/2014
Date

ACKNOWLEDGED BY:



Vendor Name



Authorized Signature

2/18/2014
Date

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas *with your bid*.
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
INVITATION FOR BID (BEST VALUE)
TRASH AND RECYCLING COLLECTION AND HAULING SERVICES WITHIN THE
DOWNTOWN CENTRAL BUSINESS DISTRICT OF AUSTIN, TEXAS
CITY OF AUSTIN, TEXAS**

IFBBV: JRD0100

Addendum No: 4

Date of Addendum: February 10, 2014

This addendum is to incorporate the following questions and answers to the above-referenced Invitation for Bid (IFB). Each question (Q) is followed by its answer (A).

1.0 Changes to solicitation due dates as follows;

- 1.1 Bid Due Prior to Time and Date is changed to 2:00 pm, Tuesday, February 18, 2014
- 1.2 Bid Opening Time and Date is changed to 2:15 pm, Tuesday, February 18, 2014

2.0 Questions and Answers.

- Q1. In respect the Special Events Collection Services pricing request (item # 1.7 through 1.9), it asks for a price per additional haul for contract area each day of the event to include the listed additional containers. We request that additional specificity be added to the estimated #'s of containers that make up the contract area (other than the additional dumpsters requested). We feel that the way the pricing request is worded leaves much room for variation from the potential bidders. The total number of estimated dumpsters for the contract area used to calculate a "per haul" charge may create a large difference in each companies submittal. The submittal for these items do count towards the pricing score for each bid, and we would like to see it written in a manner that can create some consistency amongst the responses.
- A1. We have reviewed bid sheet line items 1.7 through 1.9 ('Special Events Collection Services') and agree that the lack of specificity could lead to varying assumptions being made by the bidders, resulting in an unfair evaluation of cost. For bidding purposes, we have revised the bid sheet section on Special Events Collection Services by providing specific container quantities and collection frequencies. Although the quantities and frequencies that are provided are only estimates and are for evaluation, we feel that the need for bidders to make any assumptions has been eliminated. This revision should result in a more fair cost comparison.

3.0 Amendments to the Section 0600 – Bid Sheet:

1.1. Updated section 1.7 to 1.9 for the Special Events Collection Services:

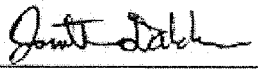
Additional clarification data has been added to the Bid Sheet for the Special Events Collection Services. If you have already submitted your solicitation package, you can stop by the office and request your Solicitation package back and update your proposal with the new Bid Sheet.

You may also mail the a copy of the new Bid Sheet, with instructions that the new Bid Sheet replaces the original Bid Sheet submitted with the original proposal. Please note your company name and this is a replacement bid sheet to this solicitation.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY:



Jonathan Dalchau, Buyer II
Purchasing Office

2/10/2014
Date

ACKNOWLEDGED BY:

TEXAS Disposal Systems Inc.
Vendor Name


Authorized Signature

2/18/2014
Date

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas *with your bid*.
Failure to do so may constitute grounds for rejection of your bid.



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

FROM: Name, Title: Jonathan Dalchau, Buyer II
DATE: Date 12/10/2013

SUBJECT: Request for Determination of Goals for Solicitation No. 1500 JRD0100
Project Name: Downtown Austin Recycle and Collection Services
Commodity
Code(s): 91027, 92677, 96239, 96270, 9687156, 9687199
Estimated Value: \$755,000 annually

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

The Departmental Point of Contact is: _____ at Phone: _____

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 974-2021

☐ Approved w/ Goals ☒ Approved, w/out Goals

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

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons: There are no subcontracting opportunities.



Veronica Lara, Director

Date: 12-17-13

cc: Lorena Resendiz

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
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- 3.2.4 The Contractor shall empty recycling containers in the Contract Area between the hours of 3:00 a.m. and 7:00 a.m. However, in noise sensitive locations, the City may require the Contractor to empty recycling containers at a specific time outside of the normal collection hours. In the event the Contractor is unable to empty a recycling container due to access being blocked, the Contractor shall return within twenty-four (24) hours of the most recent attempt to empty the recycling container.
- 3.2.5 The Contractor shall provide single-stream recycling collection in the Contract Area three (3) days per week. However, the City reserves the right to change the collection frequency of single-stream recycling at any time. A **separate, dedicated** collection vehicle shall service all single-stream recycling containers in the Contract Area.
- 3.2.6 The Contractor shall be responsible for ensuring that single-stream recycling containers are locked down properly at all times, or as required by the City. It is also the Contractor's responsibility to replace all missing or damaged locks, and to repair or replace damaged lock bars or container tops that prevent proper lock down of the container.
- 3.2.7 The Contractor shall deliver, remove, or relocate a recycling container within twenty-four (24) hours of the request by the City. The Contractor shall also implement an increase or decrease in the collection frequency of recycling containers within twenty-four (24) hours of the request by the City.
- 3.2.8 Should spillage of any items occur outside the recycling container during servicing, the Contractor shall immediately pick up the spilled materials.
- 3.2.9 Businesses and residents typically share single-stream recycling containers. The City shall allocate and determine placement of containers at its sole discretion.
- 3.2.10 Single-Stream Recycling Container Equipment Requirements

The Contractor shall furnish single-stream recycling containers that meet the following criteria:

- a. Each single-stream recycling container shall be 4-yard in size,

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- Sweep, scrub and rinse out the container
 - Use soaps or detergents that remove all residual trash and kill bacteria both on the internal and external surfaces of the container.
- c. The Contractor shall be responsible for maintaining containers in good condition, to include cleaning and repainting as deemed necessary by the City (not to exceed repainting once every three (3) months). The Contractor shall, at no additional cost to the City, clean and/or repaint containers within forty-eight (48) hours of notification by the City. The Contractor shall remove or obliterate graffiti within forty-eight (48) hours of notification by the City.

3.2 Collection Operation of Single-Stream Recycling Containers

The Contractor shall furnish side-loading recycling containers and recycling collection services in City-designated locations within the Contract Area. (If deemed necessary by the City, the Contractor shall furnish carts for single-stream recycling in select locations.) Single-stream recyclable materials, as defined under this service, shall include uncontaminated corrugated cardboard, boxboard, mixed paper, aluminum and metal cans, and rigid plastics #1–7, and glass. The City reserves the right to modify the list of items to be recycled at its discretion.

- 3.2.1 All single-stream recyclable materials collected by the Contractor from the Contract Area shall be delivered to a legally operated Material Recovery Facility (MRF) pre-designated by the Contractor and approved by the City. For accurate data reporting purposes, the Contractor shall not commingle recyclable materials collected from the Contract Area with materials from any other source, unless an alternate method of accurately recording data is approved by the City (see section 4.1 Data Reporting).
- 3.2.2 The Contractor shall be vested with title to all recyclable materials upon collection from the Contract Area.
- 3.2.3 The Contractor shall furnish and service the recycling containers as determined and requested by the City. The City reserves the right to increase or decrease the number, size, and/or collection frequency of recycling containers at any time. The Contractor shall bill at a prorated amount for all services that are performed for less than the entire month.

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City. All trash containers shall be uniform in color, style and appearance. (Color, style and appearance of containers provided by the Contractor are subject to approval by the City.) All trash containers shall be labeled with "Landfill Trash." (See section 6.5 for labeling requirements specified under the Universal Recycling Ordinance (URO).)

- b. Containers shall be sealed or plugged at the bottom to prevent leakage.
- c. Containers shall be furnished with permanently attached plastic lids.
- d. Locking lids and/or locking doors for containers shall be furnished when required by the City. The Contractor shall furnish any locks and keys required, at Contractor's expense, within three (3) days after notification by the City.
- e. The Contractor shall install and maintain all trash containers in such a way that all applicable ANSI regulations and OSHA standards are continuously met.
- f. Side-loading trash containers shall typically be used to allow for convenient access to the alleys. However, in instances where the use of side-loading containers is not feasible, front-loading containers may be required, provided that the front-loading containers do not restrict access through the alleys.
- g. The Contractor shall supply wheeled containers, at Contractor's expense, at the request of the City.

3.1.15 Trash Container Equipment Maintenance

- a. The Contractor shall provide cleaning of trash containers. Cleaning shall take place during the four (4) hour period between 3:00 a.m. and 7:00 a.m.
- b. In order to clean a trash container, the Contractor shall:
 - Remove the container from the premises
 - Replace the container with a clean container of like size and type
 - Transport the container to the facility where it will be cleaned

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costs incurred.

- 3.1.8 Businesses and residents typically share containers. The City shall allocate and determine placement of containers at its sole discretion.
- 3.1.9 Bulky collection services shall be provided by the Contractor to collect items that are too large in dimension to fit in trash containers. The Contractor shall provide this service within twenty-four (24) hours upon request by the City.
- 3.1.10 The City shall make a reasonable effort to enforce all applicable ordinances. However, this does not relieve the Contractor of the responsibility of removing all garbage, trash, debris, or other materials from the Contract Area, regardless of its source or whether it is inside or outside of a container. It is clearly understood that it is the responsibility of the Contractor to provide complete trash collection services as necessary in the Contract Area. Any material that is considered hazardous by either the Contractor or the City will be dealt with on a case-by-case basis.
- 3.1.11 The City shall perform routine mechanical or vacuum sweeping and flushing of the Contract Area. However, this in no way relieves the Contractor of his responsibilities under 3.1.7 and 3.3.
- 3.1.12 The Contractor shall empty trash containers in the Contract Area on a daily basis between the hours of 3:00 a.m. and 7:00 a.m. However, in noise sensitive locations, the City may require the Contractor to empty containers at a specific time outside of the normal collection hours. In the event the Contractor is unable to empty a container due to access being blocked, the Contractor shall return and provide service within twelve (12) hours.
- 3.1.13 The Contractor shall provide trash collection every day, seven days per week. The only City Holidays the Contractor shall observe shall be New Year's Day, Thanksgiving, and Christmas Day. The Contractor shall not observe any other holidays.

3.1.14 Trash Container Equipment Requirements

The Contractor shall furnish trash containers that meet the following criteria:

- a. The size of containers provided shall be at the discretion of the

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The Contractor shall provide all personnel and equipment required for the provision of these services.

3.1 Collection Operation of Trash Containers

- 3.1.1 All trash collected by the Contractor from the Contract Area shall be delivered to a legally operated disposal facility pre-designated by the Contractor and approved by the City. For accurate data reporting purposes, the Contractor shall not commingle trash collected from the Contract Area with trash from any other source, unless an alternate method of accurately recording data is approved by the City (see section 4.1 Data Reporting).
- 3.1.2 The Contractor shall be vested with title to all trash upon collection from the Contract Area.
- 3.1.3 The Contractor shall provide a sufficient quantity of trash containers, as determined by the City, to provide for the containment of the volume of trash generated by each establishment and residents in the Contract Area. The City reserves the right to increase or decrease the number, size, and/or collection frequency of trash containers at any time. The Contractor shall bill at a prorated amount for all services that are performed for less than the entire month.
- 3.1.4 The Contractor shall deliver, remove, or relocate a trash container within twenty-four (24) hours of the request by the City.
- 3.1.5 At least once per month, or at more frequent intervals if requested by the City, the Contractor shall clean, disinfect, and sanitize trash containers used by food establishments. The Contractor shall perform this work within forty-eight (48) hours of the request by the City.
- 3.1.6 The Contractor shall immediately sweep up and properly dispose of trash spilled outside trash container(s) during servicing.
- 3.1.7 All trucks used by the Contractor shall be leak proof. The Contractor shall immediately remove any fluid that leaks from the Contractor's trucks and the Contractor shall have trucks repaired before placing them back into service in the Contract Area. In the event the Contractor does not clean up any leakage or spills within two (2) hours, the City may act to do so and charge the Contractor for all

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1.0 INTRODUCTION

The City of Austin ("City"), Austin Resource Recovery Department ("ARR") seeks offers in response to this solicitation from vendors qualified and experienced in trash and recycling collection and hauling services, as well as daily litter control services. It is the intent of this solicitation to establish a contract with a qualified vendor ("Contractor") who can provide these services, including the necessary containers to perform these services, within downtown's Central Business District ("CBD") of Austin, Texas.

2.0 BACKGROUND

As required by Austin City Council Ordinance 20051020-063, the City contracts with a private hauler to provide trash and recycling collection and hauling services, as well as litter control services, within the CBD. The area of the CBD pertaining to these contracted services ("Contract Area") includes:

- 2.1 The alleys east and west of Congress Avenue from 2nd to 11th Streets
- 2.2 The alleys north and south of East 6th Street from the West Frontage Road to Congress Avenue
- 2.3 The 500 block of East 7th Street (north block)
- 2.4 The 300 block of East 5th Street (south block)
- 2.5 The 200 block of West 4th Street (south block)
- 2.6 The 200 and 300 blocks of West 5th Street (south blocks)
- 2.7 The 200 and 300 blocks of West 6th Street (south blocks)

A map of the Contract Area is on Attachment A, "Downtown Austin Recycling, Trash, & Litter-Control District."

This contract will be monitored and administered by ARR.

3.0 SCOPE OF SERVICES AND OTHER PERFORMANCE REQUIREMENTS

The Contractor shall provide primarily side-loading containers for trash collection and single-stream recycling collection. The Contractor shall provide daily collection and hauling services for the Contract Area described in section 2.0 and illustrated on Attachment A. **For the purpose of this scope of work, the term "container(s)" shall refer to dumpster(s) unless otherwise specified.**

Additionally, the Contractor shall provide daily litter control, sweeping, monitoring, and container maintenance in the alleys of the Contract Area. The Contractor shall also provide special collections for events/festivals on request.

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this "Agreement") concerns information (the "Information") contained in or related to **IFBBV JRD0100 – Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, Texas**. I understand that I have been selected by the City to participate in a review of the proposals and that the Information may be sensitive or confidential.

I will not disclose any Information at any time unless I am instructed to do so by the City or by a court of law.

I will submit any request for information given to me under the Texas Open Records Act to the Purchasing Office of the City for submission to the Texas Attorney General for resolution.

I will only discuss the proposals during meetings of the review group unless I am instructed to do otherwise by the City.

I will ensure that the proposals and any documents released to me are physically secured and not left available for public scrutiny.

I will return the proposals and all related information in my custody to the Buyer in the City's Purchasing Office after the review group completes its review and discussions.

I will refer any calls regarding copies of the report or information related thereto to the Buyer in the City's Purchasing Office for appropriate action.

Robert E. Anderson
Printed Name


Signature

2/21/14
Date

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this "Agreement") concerns information (the "Information") contained in or related to **IFBBV JRD0100 – Trash and Recycling Collection and Hauling Services within the Downtown Central Business District of Austin, Texas.** I understand that I have been selected by the City to participate in a review of the proposals and that the Information may be sensitive or confidential.

I will not disclose any Information at any time unless I am instructed to do so by the City or by a court of law.

I will submit any request for information given to me under the Texas Open Records Act to the Purchasing Office of the City for submission to the Texas Attorney General for resolution.

I will only discuss the proposals during meetings of the review group unless I am instructed to do otherwise by the City.

I will ensure that the proposals and any documents released to me are physically secured and not left available for public scrutiny.

I will return the proposals and all related information in my custody to the Buyer in the City's Purchasing Office after the review group completes its review and discussions.

I will refer any calls regarding copies of the report or information related thereto to the Buyer in the City's Purchasing Office for appropriate action.

Kayla Reed Castro

Printed Name

[Signature]

Signature

2/21/2014

Date

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WOODY RAINE

Printed Name



Signature

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Date

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Elizabeth Corey

Printed Name

Elizabeth Corey

Signature

February 21, 2014

Date

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Phillip Tindall
Printed Name

[Signature]
Signature

2/21/2014
Date

