



Amendment No. 8
of
Contract No. NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby amends the referenced contract for holdover through July 17, 2018.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/23/2014	\$274,890.00	\$274,890.00
Amendment No. 1: Administrative Increase	\$56,000.00	\$330,890.00
Amendment No. 2: Option 1 5/24/2014 – 5/23/2015	\$100,000.00	\$430,890.00
Amendment No. 3: Option 2 3/6/2015 – 3/5/2016	\$100,000.00	\$530,890.00
Amendment No. 4: Option 3 3/6/2016 – 3/5/2017	\$100,000.00	\$630,890.00
Amendment No. 5: Administrative Increase 6/27/2016	\$58,000.00	\$688,890.00
Amendment No. 6: Option 4 3/6/2017 – 3/5/2018	\$100,000.00	\$788,890.00
Amendment No. 7: Administrative Increase 02/06/2018	\$53,991.00	\$842,881.00
Amendment No. 8: Holdover Request Approved 04/17/2018 – 07/17/2018	\$0.00	\$842,881.00

- 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: Rodney E. Ahart
Printed Name: Rodney E. Ahart
Authorized Representative

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702
Rodney E. Ahart
rodney@keepaustinbeautiful.org

Signature: Marty James
Marty James
Procurement Specialist III
City of Austin
Purchasing Office



Amendment No. 7
of
Contract No. NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby amends the referenced contract to increase funding by \$53,991.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/23/2014	\$274,890.00	\$274,890.00
Amendment No. 1: Administrative Increase	\$56,000.00	\$330,890.00
Amendment No. 2: Option 1 5/24/2014 – 5/23/2015	\$100,000.00	\$430,890.00
Amendment No. 3: Option 2 3/6/2015 – 3/5/2016	\$100,000.00	\$530,890.00
Amendment No. 4: Option 3 3/6/2016 – 3/5/2017	\$100,000.00	\$630,890.00
Amendment No. 5: Administrative Increase 6/27/2016	\$58,000.00	\$688,890.00
Amendment No. 6: Option 4 3/6/2017 – 3/5/2018	\$100,000.00	\$788,890.00
Amendment No. 7: Administrative Increase 02/06/2018	\$53,991.00	\$842,881.00

- 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: Rodney E. Ahart
Printed Name: Rodney E. Ahart
Authorized Representative

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702
Rodney E. Ahart
rodney@keepaustinbeautiful.org

Signature: Marty James
Marty James
Procurement Specialist III
City of Austin
Purchasing Office



Amendment No. 6
of
Contract No. NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above referenced contract. This extension option will be effective March 6, 2017 to March 5, 2018. There are no remaining options.
- 2.0 The total Contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/23/2014	\$274,890.00	\$274,890.00
Amendment No. 1: Administrative Increase	\$56,000.00	\$330,890.00
Amendment No. 2: Option 1 5/24/2014 – 5/23/2015	\$100,000.00	\$430,890.00
Amendment No. 3: Option 2 3/6/2015 – 3/5/2016	\$100,000.00	\$530,890.00
Amendment No. 4: Option 3 3/6/2016 – 3/5/2017	\$100,000.00	\$630,890.00
Amendment No. 5: Administrative Increase 6/27/2016	\$58,000.00	\$688,890.00
Amendment No. 6: Option 4 3/6/2017 – 3/5/2018	\$100,000.00	\$788,890.00

- 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: _____

Rodney E. Ahart

Printed Name: Rodney E. Ahart
Authorized Representative

Signature: _____

Linell Goodin-Brown

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

2-22-17

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702
Rodney E. Ahart
rodney@keepaustinbeautiful.org



Amendment No. 5
of
Contract No. MA 1500 NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby amends the referenced contract to increase funding by \$58,000.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/23/2014	\$274,890.00	\$274,890.00
Amendment No. 1: Administrative Increase	\$56,000.00	\$330,890.00
Amendment No. 2: Option 1 5/24/2014 – 5/23/2015	\$100,000.00	\$430,890.00
Amendment No. 3: Option 2 3/6/2015 – 3/5/2016	\$100,000.00	\$530,890.00
Amendment No. 4: Option 3 3/6/2016 – 3/5/2017	\$100,000.00	\$630,890.00
Amendment No. 5: Administrative Increase	\$58,000.00	\$688,890.00

- 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:

Rodney E. Ahart 6-27-16

Printed Name:

Rodney E. Ahart
Authorized Representative

Signature & Date:

Sandy Wirtanen 6/27/16
Sandy Wirtanen, Senior Buyer
City of Austin
Purchasing Office

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702



Amendment No. 4
of
Contract No. NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above referenced contract. This extension option will be effective March 6, 2016 to March 5, 2017. There is one remaining option.
- 2.0 The total Contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/23/2014	\$274,890.00	\$274,890.00
Amendment No. 1: Administrative Increase	\$56,000.00	\$330,890.00
Amendment No. 2: Option 1 5/24/2014 – 5/23/2015	\$100,000.00	\$430,890.00
Amendment No. 3: Option 2 3/6/2015 – 3/5/2016	\$100,000.00	\$530,890.00
Amendment No. 4: Option 3 3/6/2016 – 3/5/2017	\$100,000.00	\$630,890.00

- 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: _____

Rodney Ahart

Printed Name: Rodney Ahart
Authorized Representative

Signature: _____

Linell Goodin-Brown
2-22-16

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702



Amendment No. 3
of
Contract No. NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

1.0 The City hereby exercises an increase for the above referenced contract. Effective March 6, 2015 the term for the increase is March 6, 2015 to March 5, 2016. There are two remaining options.

2.0 The total Contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/23/2014	\$274,890.00	\$274,890.00
Amendment No. 1: Administrative Increase	\$56,000.00	\$330,890.00
Amendment No. 2: Option 1 5/24/2014 – 5/23/2015	\$100,000.00	\$430,890.00
Amendment No. 3: Option 2 3/6/2015 – 3/5/2016	\$100,000.00	\$530,890.00

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: _____

Rodney E. Ahart

Printed Name: Rodney E. Ahart
Authorized Representative

Signature: _____

Debbie DePaul 3/5/15

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702



Amendment No. 2
of
Contract No. NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises an increase for the above referenced contract. Effective May 24, 2014 the term for the increase is May 24, 2014 to May 23, 2015. There are three remaining options.
- 2.0 The total Contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/23/2014	\$274,890.00	\$274,890.00
Amendment No. 1: Administrative Increase	\$56,000.00	\$330,890.00
Amendment No. 2: Option 1 5/24/2014 – 5/23/2015	\$100,000.00	\$430,890.00

- 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 & Date: Rodney E. Ahart 4.14.14

Printed Name: Rodney E. Ahart
Authorized Representative

Signature & Date: Debbie DePaul 5/15/14

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702



Amendment No. 1
of
Contract No. NA120000121
for
Youth Education Program to Introduce Zero Waste
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises an increase for the above referenced contract. Effective April 8, 2014 the term for the increase is May 24, 2012 to May 21, 2014.
- 2.0 The total Contract amount is increased by \$56,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 5/24/2012 – 5/21/2014	\$274,890	\$274,890
Amendment No. 1: Administrative Increase 5/24/2012 – 5/21/2014	\$56,000	\$330,890

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

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

Signature & Date: Rodney E. Ahart 4-9-2014

Printed Name: Rodney E. Ahart
Authorized Representative

Signature & Date: Danielle Lord 4/9/14

Danielle Lord, Corporate Contract Compliance Manager
City of Austin
Purchasing Office

Keep Austin Beautiful
55 N IH35 Suite 215
Austin, TX 78702



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

May 24, 2012

Keep Austin Beautiful
Rodney Ahart
55 N IH 35 Suite 215
Austin, TX 78702

Dear Rodney:

The Austin City Council approved the execution of a contract with your company for Youth Education Program to Introduce Zero Waste in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Phillip Tindall
Department Contact Email Address:	phillip.tindall@austintexas.gov
Department Contact Telephone:	512-974-1955
Project Name:	Youth Education Program to Introduce Zero Waste
Contractor Name:	Keep Austin Beautiful
Contract Number:	NA120000121
Contract Amount:	\$137,445 yr.
Contract Period:	5/24/2012 – 5/21/2014
Extension Options:	4-12 month
Requisition Number:	1500 12012600184
Solicitation Number:	SDC0173
Agenda Item Number:	36
Council Approval Date:	4/26/2012

A copy of the contract/purchase order will be forwarded by mail.

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

Sincerely,

Steve Cocke
Buyer II
Purchasing Office
Finance and Administrative
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Keep Austin Beautiful (“Contractor”)
for
Youth Education Program to Introduce Zero Waste
Contract Number NA120000121**

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 Keep Austin Beautiful having offices at Austin, TX 78702 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 SDC0173.

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 Best Value, SDC0173 including all documents incorporated by reference
- 1.1.3 **Keep Austin Beautiful** Offer, dated 2/17/2012, 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 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) 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.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$274,890 for the initial Contract term and \$137,445 for each extension option as indicated in the Bid Sheet, IFBBV Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual 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.

CITY OF AUSTIN

Printed Name of
Authorized Person: Jeff Dilbert

Signature: _____



Title: Corporate Purchasing Manager

Date 5/24/2012

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (BEST VALUE) Offer Sheet

SOLICITATION NO: SDC0173

COMMODITY/SERVICE DESCRIPTION: 24 Month Contract for Youth Education Program to Introduce Students to Zero Waste

DATE ISSUED: 1/30/2012

REQUISITION NO.: 1500 12012600184

PRE-BID CONFERENCE TIME AND DATE: 2/6/2012 @ 10:00 A.M.

COMMODITY CODE: 91838

LOCATION: Municipal Building, 124 W 8th St., Ste., Rm 310, Austin, TX

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: 2/17/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Cooke

Buyer II

Phone: (512) 974-2003

BID OPENING TIME AND DATE: 2/17/2012 @ 2:00 P.M.

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 5 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Rodney Ahart
Signature of Person Authorized to Sign Offer

Rodney Ahart Executive Director
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: Feb 17, 2012

Company Name: Keep Austin Beautiful

Address: 55 N IH 35 Suite 215

City, State, Zip Code Austin, TX 78702

Phone No. (512) 391-0617

Fax No. (512) 391-0624

Email Address: rodney@keepaustinbeautiful.org

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least 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	<input type="text" value="Boys & Girls Clubs of the Austin Area - LBJ High School"/>		
Name of Contact	<input type="text" value="Michael Quist"/>	Contact Title	<input type="text" value="Site Director"/>
Present Address	<input type="text" value="5407 N IH 35, Suite 400"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78723"/>
Telephone Number	<input type="text" value="(512) 444-7544"/>	FAX Number	<input type="text" value="(512) 444-7554"/>
Email Address	<input type="text" value="mquist@austinisd.org"/>		

Company's Name	<input type="text" value="21st Century Community Learning Centers Afterschool - Travis High School"/>		
Name of Contact	<input type="text" value="Genevieve Reames"/>	Contact Title	<input type="text" value="Site Director"/>
Present Address	<input type="text" value="1211 East Oltorf Street"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78704"/>
Telephone Number	<input type="text" value="(512) 841-8353"/>	FAX Number	<input type="text" value="(512) 707-0050"/>
Email Address	<input type="text" value="grobert1@austinisd.org"/>		

Company's Name	<input type="text" value="City of Austin Watershed Protection Department"/>		
Name of Contact	<input type="text" value="Jessica Wilson"/>	Contact Title	<input type="text" value="Water Quality Education Manager"/>
Present Address	<input type="text" value="P.O. Box 1088"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/>
		Zip Code	<input type="text" value="78767"/>
Telephone Number	<input type="text" value="(512) 974-2446"/>	FAX Number	<input type="text" value="(512) 974-2846"/>
Email Address	<input type="text" value="jessica.wilson@austintexas.gov"/>		

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

SOLICITATION NO SDC0173

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 17 day of February, 2012.

CONTRACTOR

Keep Austin Beautiful

Authorized Signature



Title

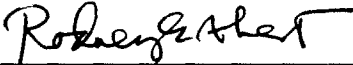
Executive Director

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SDC0173

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;">Keep Austin Beautiful</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Feb 17, 2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Rodney Ahart</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Executive Director</div>		

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0173
FOR**

24 Month Contract for Youth Education Program to Introduce Students to Zero Waste

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.ci.austin.tx.us/cityclerk/coi.htm>

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

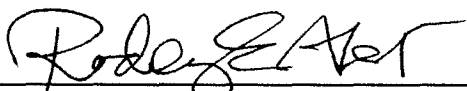
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

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 member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Keep Austin Beautiful
Printed Name:	Rodney Ahart
Title:	Executive Director



Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 17th day of February, 2012.


Notary Public

My Commission Expires 10/29/14




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

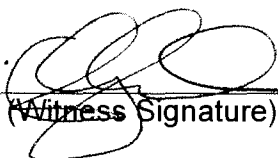
Contract Number:	SDC 0173
Description of Services:	24 Month Contract for Youth Education Program to Introduce Students to Zero Waste
Contractor Name:	Keep Austin Beautiful

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:	Education Programs Manager		
Signature of Employee:		Date:	Feb 17, 2012
Employee's Printed Name:	Monica Lopez Magee		

 2/16/12
(Witness Signature)

Emily Maher
(Printed Name)


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

Contract Number:	SDC 0173
Description of Services:	24 Month Contract for Youth Education Program to Introduce Students to Zero Waste
Contractor Name:	Keep Austin Beautiful


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:	Environmental Education Coordinator		
Signature of Employee:		Date:	Feb 17, 2012
Employee's Printed Name:	Emily Maher		


(Witness Signature)


(Printed Name)


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


Contract Number:	SDC 0173
Description of Services:	24 Month Contract for Youth Education Program to Introduce Students to Zero Waste
Contractor Name:	Keep Austin Beautiful

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:	Executive Director		
Signature of Employee:		Date:	Feb 17, 2012
Employee's Printed Name:	Rodney Ahart		


(Witness Signature)

Emily Maher
(Printed Name)

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

SOLICITATION NO. SDC0173

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	Monica Lopez Magee	Education Programs Manager
Delete		
Add	Emily Maher	Environmental Education Coordinator
Delete		
Add	Rodney Ahart	Executive Director
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.

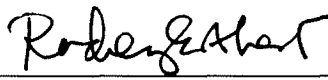
Contractor's Name:	Keep Austin Beautiful		
Signature of Officer or Authorized Representative:		Date:	Feb 17, 2012
Printed Name:	Rodney Ahart		
Title:	Executive Director		

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SDC0173

- 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:	Keep Austin Beautiful		
Signature of Officer or Authorized Representative:		Date:	Feb 17, 2012
Printed Name:	Rodney Ahart		
Title:	Executive Director		

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

SOLICITATION NUMBER: SDC0173

PROJECT NAME: Youth Education Program to Introduce Zero Waste

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.

Keep Austin Beautiful

Company Name

Rodney Ahart Executive Director

Name and Title of Authorized Representative (Print or Type)

Rodney Ahart

Signature

Feb 17, 2012

Date



INVITATION FOR BID BEST VALUE

**PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Youth Education Program to Introduce Students to Zero Waste

IFB No.: SDC0173

Addendum No. 1

Date of Addendum: February 13, 2012

1.0 Please incorporate the revisions to the supplemental purchase provisions (0400), & bid sheet (0600) (attached) into the above referenced Invitation for Bid Best Value. **Any bid sheets submitted other than the attached sheet, revised 2/13/2012, will be deemed non-responsive and not be considered for evaluation.**

2.0 **Scope of Work:** section 3.1.1 reads:

The program must be designed to reach youth in grades K-12. Four programs are needed to reach target audiences: K-3, 4-5, 6-8, and 9-12.

Moving the 3rd grade with 4th – 5th grades is an acceptable option.

3.0 Link for Austin Resource Recovery composting program:

<http://www.austintexas.gov/department/composting>

4.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: _____

Steve Cocke

Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____

Keep Austin Beautiful
Bidder

Rodney Alar
Authorized Signature

Feb 17, 2012
Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

A. Cost (35 points)

The Vendor offering the lowest total cost will receive the maximum number of points. All others will be awarded points based on a pro-rated basis.

Item #	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Start Up Costs				
1	Startup costs associated with the administration, development and design of the program.	1		\$ 3600
2	Startup costs associated with designing and printing marketing materials for the program (all-inclusive).	1		\$ 1200
3	Startup cost associated with developing and supplying the teacher tool-kit or resource.	1		\$ 400
4	Development of an approved script for the program	4	9000	\$ 36,000

Total (items 1-4) 42,100

Annual Costs (costs can not exceed \$100,000)				
5	Annual costs associated with the administration of the program.	1		\$ 11,700
6	Annual costs associated with maintaining and supplying the teacher tool-kit or resource (if applicable)	Per Unit	45	\$ 270
7	Annual costs associated with marketing the program. As an attachment, include and separate the various types of marketing for the program.	1		\$ 3275
	Choose one of the following for invoicing (items 8-10):			
8	Cost per youth (maximum 10,000 per year)	Per Unit		\$
9	Cost per event (maximum 300 per year)	Per Unit	270	\$ 81,000
10	Hourly Rate	Per Unit		\$

Total (items 5-10) 96,245

TOTAL (items 1-10) \$ 138,345
(total extended costs should not exceed \$150,000)

ARR Youth Education Contract
Marketing of the Program

Description	Expense
Printing program fliers and postcards	\$200
Printing recognition banners for schools (45 at \$65 each)	\$2,925
Printing program stickers for labeling compost bins	\$150
TOTAL	
\$3,275	

KAB'S ARR YOUTH EDUCATION PROPOSAL (SDC0173)

BUSINESS ORGANIZATION

Keep Austin Beautiful

55 North IH-35, Suite 215, Austin, Texas 78702

Operating as a 501(c)(3) nonprofit registered under the state of Texas

Texas Employee Identification Number: 742387541

B. PROGRAM CONCEPT

Austin Resource Recovery's Youth Education provides the perfect opportunity to marry Keep Austin Beautiful and Austin Resource Recovery education efforts into a comprehensive zero waste and sustainability education program.

Keep Austin Beautiful models its current school activities and presentations in the same vain as ARR's current educational initiatives. KAB activities are carefully tailored to be grade appropriate, and to address local relevancy and urban issues. In addition, the activities are designed to be presented to an entire grade level (K-2 only) and on a class by class basis to provide hands-on learning for students and address different learning styles. KAB will utilize its success in developing and presenting activities to Austin area schools along with ARR committee feedback to create ARR's Youth Education activities.

For the purposes of the Youth Education scope of work the presentation and design of youth programs has been presented by grade levels. All other descriptions: methods, outreach, evaluation, and personnel apply to implementation of the youth education services to all grade levels unless otherwise noted.

Presentation of Youth Program and Design for Multiple Grade Levels

KAB proposes complimenting classroom presentations with service projects. Schools interested in scheduling presentations will be encouraged (but not required) to participate in multiple presentations that are grade level specific and support the completion of a campus service-learning project. KAB's Clean Creek Campus program that focuses on water quality has effectively used this model. Through that model we have found participating teachers to be excited about the additional commitment and the opportunity to present the subject matter as a "unit" while gaining guidance and coordination to involve their students in meaningful environmental decision-making projects. The model follows best education practices in education. The U.S. Department of Education issues standards for quality education in the No Child Left Behind Act that are reinforced by The National Center for Education Research (NCER) in their *Practice Guides for Education* and the Texas Education Agency which describe best practices in education as involving teachers and students in educational opportunities that are frequent and sustained, engaging students in service learning to create accountability for student behavior and achievement, and supporting schools in resource awareness that are made in connection with the community.

On the ground the ARR Youth Education program would look as follows.

K-2nd Grades

ARR's Youth Education services geared for kindergarten to second grade will focus on science Texas Essential Knowledge and Skills (TEKS) with an emphasis on cycles and differentiating living and nonliving items. The lesson for these grade levels will be available as an auditorium presentation or on a class by class basis.

Lesson – Students will participate in a team relay to sort recyclables, compostables, household products and hazardous waste items (hazardous waste items will be empty, clean and safe for students to handle. Examples: empty paint can or battery). After sorting the materials students take a closer look at nature's recycling and the science of composting, observe worms in the process of decomposition, and identify acceptable materials for composting.

Service Project (optional) – By setting up a vermi-compost system for their classroom students learn the basics of managing an indoor compost system and practice daily composting in their classroom. Schools not interested in housing a worm bin may still opt to collect compostables in their classroom which can be deposited daily in the cafeteria composting now taking place at Austin Independent Schools or in an outdoor compost system. White five-gallon

collection buckets with ARR Youth Education program stickers affixed to them will be provided to schools interested in collecting compostables in their classroom.

3rd-5th Grades

Participating third through fifth grade classes will have the option to participate in two lessons while meeting math TEKS state academic standards. The math focus provides continuity with teachers accustomed to incorporating ARR's Recycling Adds Up presentations into their classroom and is a perfect match with the lessons objectives.

Lesson 1 – The lesson will offer a comprehensive view of zero waste including: decoding recycling symbols, sorting sample bags of trash, and weighing samples of trash to determine the composition of typical waste stream (by percentages and ratios).

Lesson 2 – A mini waste audit will guide students in calculating their campus' diversion rate and completing math equations to determine the percentage of school waste that is and could be diverted.

Service project – During the second presentation students will receive a Sustainable Lifestyles homework assignment. On the worksheet students receive points for the personal actions that increase their home diversion rate, where they reuse products, and for reducing their overall environmental footprint. Prizes (recycling rocks, Texas Recycles Day pencils, and ARR water bottles) will be awarded to students who participate and to the three students who earn the most points.

6th-8th Grades

Middle schools interested in scheduling ARR's Youth Education presentations will find themselves with the option of participating in two classroom lessons and completing a recycling service project.

Lesson 1 - Students will compare and contrast characteristics of waste including the twelve market categories of recycling, identify how trash is processed in a landfill, explore the structure and impact of a landfill while building model landfills, and explore ways to reuse and up-cycle materials.

Lesson 2 - Students will take a journey through commercial recycling processes (mrfs) from sorting, to packing, and processing materials; identify products made from materials recycled and reused materials; understand current packaging trends and identify ways to reduce packaging; and calculate the environmental cost savings of producing recycled products and products with less packaging.

Service Project – Schools will be encouraged to adopt an upcoming school-wide event i.e. a school carnival, science fair, or family night and make it a zero waste event including borrowing KAB event recycling bins and monitoring the waste at the event. Other opportunities for students to take action include creating an awareness campaign for the campus' existing recycling efforts by decorating bins and/or creating psa's for morning announcements; or hosting a recycling drive fundraiser to recycle items out of the norm like chip bags and candy wrappers which can be sent to TerraCyclè.

9th-12th Grades

At the high school level ARR's Youth Education program blends social studies with science to take a comprehensive look at the cultural significance of waste production, reduction, and diversion. Classes will complete two lessons, a recycling audit, and service project to truly understand the scope of a zero waste community.

Lesson 1 – Students will explore the evolution of trash in American society including the increase in production, municipal collection, link to disease, disposal methods, and landfill regulations. In addition, students will discuss how the perception of waste has changed through the decades and learn about planned and perceived obsolescence in American consumer culture.

Lesson 2 – Students will categorize products based on materials they are composed of, if they are recyclable or not, rate how easy or difficult each product is to recycle, and then explore ways to either redesign or repackage the items to make them recyclable.

Lesson 3 – Students will use the classroom recycling bins on one floor or wing as a sample population to conduct a school recycling audit. In groups, students will sort and categorize each item to determine percent contamination and high volume recyclables. This information can be used to explore ways to reduce and provide recycling education within their schools.

Service project - At the high school level students become the lead for coordinating their service project. Creating an upcycled product from reused materials, organizing a zero waste awareness campaign, or using the results from the audit to educate peers through psa's or displays are all great options for a student driven project. Presenting multiple options allows for flexibility and incentive to create a project best suited for the school's needs.

ARR Youth Education presentations will not only lead up to a service project but also build in content and complexity for advanced grade levels providing a holistic view of waste diversion and ensuring repeat students receive new content. All activities will be packaged as activity kits for teachers, afterschool educators and youth leaders to check out free of charge. By packaging the presentations educators are encouraged to provide extensions to the classroom presentations and ARR's Youth Education program can reach beyond the quota for reaching students.

Schools who participate in a minimum of two lessons and a service project will be awarded an ARR Youth Education program banner to recognize their commitment to preserving and conserving Austin's natural resources.

Following ARR's Youth Education classroom presentations teachers are offered additional resources to continue student awareness about zero waste. At the end of each semester KAB in partnership with local solid waste management partners will host a tour of a materials recovery facility and/or landfill for students to observe first-hand how our waste is processed. Additional fieldtrips may be scheduled upon request from the schools and in coordination with partner schedules. Funds have been allocated to sponsor four school buses to accommodate teacher interest in involving their students in a field trip (s).

Participating schools will also receive a link to an online zero waste educational and practices resources webpage. Cardboard recycling containers and wire frame recycling bins will also be offered to schools to encourage ongoing recycling on campus and recycling at school events. Additionally, schools become eligible to win awards, recognition, and cash prizes for their recycling efforts through the Longhorn Recycle Roundup Recycling Contest.

ARR's Youth Education program will be significantly enhanced by the expanded KAB recycling resources further emphasizing Austin Resource Recovery's role as a resource for campus zero waste education, implementing a collection program for schools that have single stream capability but are not collecting properly, and will expand ARR's and KAB's current education programs to reach middle and high schools.

OUTREACH TO SCHOOLS AND YOUTH

KAB is confident in its ability to contact and secure schools to participate in ARR's Youth Education presentations. To register schools KAB will:

- distribute press releases at the launch of the program and a media alert during the school year to highlight a school project. KAB is very excited about the scope of the project and partnership opportunity. We look forward to collaborating with Austin Resource Recovery's PIO to raise awareness about the initiative.
- invite teachers participating in ARR's Recycling Adds Up and Captain Can programs to participate in ongoing ARR Youth Education presentations.
- feature ARR's Youth Education presentations on the KAB website, in the KAB monthly eNewsletter distributed to 5,300 subscribers, and on the KAB Facebook page with 3,500 followers. KAB is regularly sought as a resource for environmental education presentations promotion on the website will drive interested teachers, parents, and youth leaders to ARR's programming.
- distribute a program postcard and registration form via a physical and electronic mail out to teachers, school administrators, pta/pto leaders, and district science, social studies, and curriculum coordinators to raise awareness of the new program offerings. Teacher, parent, and administration contacts will be researched and collected during the summer months preceding the school-year.
- feature the program during teacher trainings. For example, this spring KAB has been invited to present at AISD's District-wide Secondary Science Professional Day for teachers.

- promote the ARR Youth Education program in connection with other KAB programs including schools and youth groups utilizing KAB's event recycling bins, schools participating in the annual Longhorn Recycle Roundup recycling award, and schools participating in KAB's Clean Creek Campus program.
- cross promote with other environmental organizations reaching schools and youth groups ie. Colorado River Foundation, Watershed Protection Department's Ichthyicide (middle school) and Hydrofiles (high school) participants, Texas Disposal System's school recycling partners, and EcoRise (high school sustainability initiatives).

Implementation of a variety of outreach methods guarantees not only school and youth participation in presentations but greater awareness of the youth education services ARR is providing to the community at large.

MEETING THE DEMAND

Systems and Registration

5,300 volunteers participate in Clean Sweep, KAB's citywide annual cleanup. Management for this high volume of volunteers is made possible by KAB's online registration system and through the development of efficient systems that utilize template email responses. All of KAB's programs utilize similar practices to manage high volumes of volunteer and school participation. KAB would employ the same methodology to implementing the ARR Youth Education programs.

A hard copy and electronic registration form will be created allowing teachers to register using the method they are most comfortable with. The descriptiveness of the form will facilitate timely scheduling of presentations and be the basis for tracking school contact information and the quantitative outcomes of the program. By compiling the registration form and results tracking, we increase efficiency allowing more time dedicated to student engagement. Template email responses for scheduling, following up with teachers, presentation reminders, and soliciting evaluations also increase efficiency. The emails can be tailored to address specific scheduling logistics and the interest of a particular school. The contact database will be used in subsequent contract years to register repeat and new schools. KAB currently processes multiple requests from schools and youth groups each week by using these tested and proven systems.

Staffing

KAB is sensitive and responsive to the current stress of teacher schedules and the demands placed of teaching to state education standards. With this in mind, KAB is prepared to dedicate two full-time Environmental Educators to implementing ARR's Youth Education services. The KAB Environmental Educators will be available with a flexible schedule to accommodate teacher presentation requests. The KAB Education Program Manager and Environmental Education Coordinator will also be available to lead presentations to accommodate peaks in demand and last minute requests that conflict with existing scheduling. While each of the educators will focus on particular grade levels (K-5 and 6th-12th), all of KAB's education team will be trained on all ARR's Youth Education program curriculum. If for any reason an educator cannot meet the school presentation commitment for that day all education staff members will be prepared to step in and provide support.

TIMETABLE– Method of Delivery

A timetable for implementation for each school-year is described below. All tasks will be repeated in subsequent years of the contract unless otherwise noted. Tasks designated with an asterisk will be completed in the first year of the contract.

From award date to July

- Meetings with ARR committee to review the contract*
- Meetings with ARR committee to review development of the program logo and branding pieces
- Meetings with ARR committee to review curriculum development and revisions*
- Presentation/Activity refinement – edits to the presentation outline as requested by ARR*
- Presentation performance to ARR committee for approval*
- Develop, ARR review, and print outreach and promotional postcard to promote ARR's Youth Education*

August

- Provide content to feature ARR's Youth Education presentation offerings on ARR and KAB websites including providing online registration form*
- Research and compile a database of school contacts including physical addresses and email addresses
- Mail and email ARR's Youth Education postcard and Registration Flyer to school contacts
- Announce ARR's Youth Education classes in the KAB newsletter and on social media
- Milestone (August 30): 100 schools contacted to participate in ARR's Youth Education presentations
- Distribute press releases to announce the launch of the program.

September to May

- Register and schedule schools for fall and spring
- Lead ARR's Youth Education presentations
- Solicit and compile presentation evaluations
- Track number of schools reached and participating number of students
- Feature photos from ARR's Youth Education presentations on the KAB website and on social media
- Offer schools participating in ARR's Youth Education presentations other KAB recycling resources
- Provide monthly reports on the Youth Education program to ARR
- Milestone: 500 youth educated monthly through KAB's implementation of the ARR Youth Education program
- Milestone (December 31): 4,000 youth educated through KAB's implementation of the ARR Youth Education program
- Milestone (May 30): 10,000 youth educated through KAB's implementation of the ARR Youth Education program

January

- Promotional mail-out of ARR flyer and registration to schools soliciting registration (as needed)
- Register and schedule schools for spring (as needed)
- Distribute a media alert during the school year to highlight a spring project.

C. EVALUATION

METHOD

The Austin Resource Recovery Youth Education program will be evaluated quantitatively by the scope of services provided. KAB staff will track student participation, and log staff hours dedicated to the Youth Education program. The quantitative performance measures are:

Outputs

- Educate 10,000 students
- Lead 425 presentations
- Engage a minimum of 3,000 students (unduplicated)
- Reach a minimum of 140 classes unduplicated
- Partner with a minimum of 40 schools
- Complete 20 school service projects

The overall success of the program is also evaluated qualitatively by assessing students' attitudes and perceptions toward the environment and through teacher evaluations.

Teacher Surveys

After the presentations teachers will be surveyed in order to evaluate the value and benefits of the program; its impact on student learning, behaviors, and practices; and the ease for teachers to incorporate the program into their schedule. A hard copy of the survey will be provided to participating teachers after the presentation. The survey will also be posted electronically and disseminated via email. See sample survey in the attachments. Teachers who complete the survey are given a KAB t-shirt and an Austin Resource Recovery water bottle, and entered into a raffle to win a compost

tumbler. By approaching teachers with multiple methods and incentives of completing the survey we guarantee a higher rate of feedback. KAB employs these methods and incentives with its Clean Creek Campus program which have proven effective.

MEASURING YOUTH COMPREHENSION/ENGAGEMENT

K-2 Pretest/Posttest Comparison

Integrating pre and post-test surveys into the K-2 programming will give us a baseline of student knowledge and a linear measurement of the increase in student knowledge regarding the presented topics by demonstrating differences in learning outcomes between points in time. The pre/post-test will be integrated in a quick and fun format. At the beginning of the first presentation students receive a worksheet where they circle items that can be recycled in single stream and place a triangle around items that can be composted. The students receive the same test upon the completion of the presentation as a way to review what was learned.

3rd – 5th Assessing Student Engagement

The participation and completion of the Sustainable Lifestyles homework assignment distributed during the second presentation geared for 3rd-5th grade serves as a litmus test for gauging student engagement in the program and the benchmark for current youth practices.

6th – 12th Video Documentation

20 of the participating schools will be invited to complete a service project in connection with zero waste. During participation in the project students are video recorded as they provide a testimonial of how their views have evolved.

A sample group of 24 students will be video recorded before and after the presentations and during the service projects to document their understanding of solid waste issues and steps towards sustainability. The footage will be compiled to be shared with participating and interested teachers via the KAB and ARR websites and serve as testimonials for the program.

D. QUALIFICATIONS

PROGRAM MANAGEMENT STRUCTURE

Monica Lopez Magee, Education Program Manager

- Meet with ARR for all presentation development
- Develop and fine tune a zero waste and sustainability focused curriculum
- Order supplies associated with ARR's Youth Education presentations
- Create and produce promotional materials for ARR's Youth Education program
- Provide oversight to the KAB Environmental Coordinator and Educators
- Report to Austin Resource Recovery on a monthly basis
- Lead ARR's Youth Education school presentations as needed

KAB Environmental Coordinator

- Develop and fine tune a zero waste and sustainability focused curriculum
- Research and compile school contacts
- Schedule ARR's Youth Education school presentations
- Lead ARR's Youth Education school presentations (as needed)
- Track and compile all registration and evaluation forms
- Reports to KAB Education Program Manager on a weekly basis regarding the program

2 KAB Environmental Educators

- Lead ARR's Youth Education presentations
- Report to KAB Education Program Manager on a weekly basis

ORGANIZATION EXPERIENCE

KAB has been operating since 1985. KAB has long standing partnerships with the City of Austin and Travis County, dozens of local corporate partners and private foundations, as well as extensive partnerships with civic organizations including nonprofits, youth groups, neighborhood associations and thousands of volunteers. KAB operates extensive ongoing programming in Austin to cleanup, beautify and restore public spaces in the community and educate youth and adults about resource conservation and environmental stewardship. Key cleanup and beautification programs include the annual Clean Sweep, Austin's city-wide cleanup, support for community cleanup and restoration projects, neighborhood beautification grants, and event recycling.

Over the past seven years KAB has made youth education a top priority and built an entire education program from the ground up. KAB has built the infrastructure, resources, partnerships and experience needed to be effective and to be a leader in the Austin community in the area of solid waste education and sustainability. Our youth education program has matured and become a valuable resource in the community. Under the guidance of Monica Lopez Magee, Keep Austin Beautiful has developed hands-on activities that integrate environmental sciences into the core science curriculum at schools, while meeting state education requirements. KAB's activities emphasize multiple dimensions of environmental stewardship including recycling, waste reduction, composting, native plants, habitat restoration, and water quality (see sample Clean Creek Campus litter lesson). KAB's focus on service-learning and connecting students with community opportunities provides Austin youth with engaging real-world learning experiences that transform attitudes and foster stewardship of our natural resources.

The success of KAB's school presentations is best captured in the below teacher quotes:

- "Having the students treated like competent and useful members of our community helps them understand our expectations of them. The service project is a marvelous for that." – Ms. Benton, Hill Elementary School
- "Thank you for helping us save our environment. We truly appreciate your commitment to Brentwood." – Mrs. Yvonne Tapscott, Brentwood Elementary School TA
- "Thank you so much for the wonderful lessons you presented. The students truly enjoyed them and learned a lot. I did too." – Julie Saucedo, Cunningham Elementary School teacher
- "Enjoyed the visual lesson and hands on experience for the kids." – Ms. Yazdchi, Great Oaks Elementary School

The Green Teens after-school environmental education program, initiated in 2005 has been a big success doubling from three to six sites and 45 to 120 teen participants in seven years. Our school education programming has involved over twenty-seven schools annually in environmental stewardship projects. Through 345 presentations in the 2010-2011 school-year KAB educated 2430 youth (unduplicated) with 6719 student interactions (# of students x # of presentations the student received). This year seventeen of the twenty-seven schools KAB worked with in the past returned to request KAB presentations and project support, further indicating the quality of KAB's education programming.

Under the umbrella of KAB's School Recycling program we lead presentations on compost, recycling, and landfills in support of schools completing compost system installations, implementing recycling drives to raise awareness about every day recycling items like cans and plastic bottles and to recycle the unusual – juice boxes and chip bags, and guiding students in projects to create products from reclaimed materials. Additional resources provided to schools include cardboard recycling bins, event recycling (wireframe) recycling bins, and hosting an annual contest to recognize and award schools for their campus recycling efforts.

Recognizing the need to reach beyond school groups KAB developed Activity Kits that are loaned to youth groups, afterschool groups, and scouts, and for use at fairs and festivals. The Activity Kits include a lesson plan and all the supplies necessary to complete the lesson. Eighteen topics are featured including four kits that focus on solid waste issues.

Our school, afterschool, and informal youth group programs illustrate KAB's commitment to educating and engaging youth in resource conversation.

ENCLOSED SAMPLES

- Clean Creek Campus Litter Impact Lesson Plan
- Patch Pals Activity Booklet
- Keep Austin Beautiful Recycling Resource Guide

PERSONNEL QUALIFICATIONS

Monica Lopez Magee, Education Program Manager

An Education Program Manager will oversee all aspects of ARR's Youth Education program. For the past seven and a half years Monica Lopez Magee has served as the Education Programs Manager for KAB. She has developed a comprehensive youth education program that focuses on solid waste, water quality, and gardening, and reaches schools, afterschool programs and informal youth groups. Monica brings over twelve years of progressively responsible experience in the areas of environmental education, after-school, community outreach and service to diverse populations including teaching, developing and managing urban environmental education programs. Please see enclosed resume for more details.

Monica's primary role in accordance with ARR's Youth Education RFP will be to report to Austin Resource Recovery on a weekly basis, to develop and fine tune a zero waste curriculum, to serve as the key liaison for building school partnerships, to produce promotional materials for ARR's Youth Education, and to provide oversight to the KAB Environmental Coordinator and Educator. As a native Spanish speaker Monica will translate student forms in Spanish and lead presentations for inclusion classes with high percentage of Spanish speaking students.

KAB Environmental Coordinator

KAB's Environmental Coordinator will lead ARR's Youth Education presentations. The coordinators' primary role in accordance with ARR's Youth Education RFP will also be to assist with administrative portions of the program including researching school contacts and tracking registration and evaluation forms.

For two years Emily Maher has served as KAB's Environmental Coordinator. Emily leads Clean Creek Campus presentations and service projects, and Green Teens after school activities to promote environmental stewardship. Prior to KAB, she interned as an educator for a local nonprofit focusing on Texas' limited water resources and conservation. Emily earned her degree in Secondary Education majoring in Biology. Her love of environmental education began seven years ago while working at a Bug House teaching students about the importance and diversity of insects. Please see enclosed resume for more details.

KAB Environmental Educator

In addition to current staff, KAB will hire two Environmental Educators whose primary role will be to lead ARR's Youth Education presentations.

The Environmental Educators will possess a minimum of 1 year teaching experience and a Bachelors degree in one of the following: environmental conservation, horticulture, ecology, education, or general science.

Teacher Survey

We want to hear from you!

Your feedback concerning the experiences you and your students had while participating in ARR & KAB's Youth Education services will help us to continue providing a high-quality environmental education experience.

School and Grade level: _____

Name : _____

Use the rating scale below to indicate your opinion.

- A-Excellent B-Good D-Poor

Lessons (Please check those lessons that were presented & circle the rating):

☐ Litter lesson:

A B D

☐ Landfill lesson:

A B D

☐ Recycling lesson:

A B D

☐ Compost lesson:

A B D

☐ Upcycling lesson:

A B D

☐ Other: _____

A B D

Did you provide any extensions to the above activities? If so, please describe:

Service Project (check the service project completed):

☐ Cleanup

☐ Compost system

☐ Waste Audit

☐ Recycling Drive

☐ Upcycling

☐ Other: _____

Rate the overall effectiveness of the program.

Very satisfied 1 2 3 4 5 Not satisfied

ARR & KAB's Youth Education activities complimented my existing curriculum.

Very satisfied 1 2 3 4 5 Not satisfied

The length of the activities were:

Too Long

Just Right

Too Short

Activities were grade level appropriate.

Very satisfied 1 2 3 4 5 Not satisfied

Activities were well organized and engaging for the students.

Very satisfied 1 2 3 4 5 Not satisfied



School Registration/Report

Students gained a comprehensive understanding of waste reduction and recycling.

Very satisfied 1 2 3 4 5 Not satisfied

I would recommend the ARR & KAB's Youth Education program to other schools.

Very Likely 1 2 3 4 5 Not likely

What topics would you like to see included in the program? _____

What was your best experience with ARR & KAB's Youth Education program? Why?

What was the least enjoyable experience with ARR & KAB's Youth Education program and how do you think it could be changed or improved to be useful or positive?

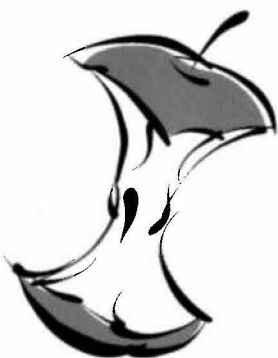
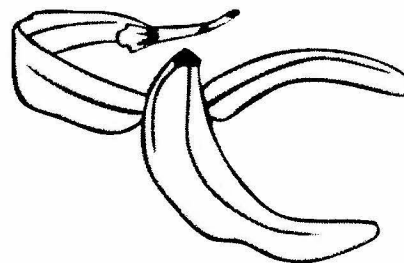
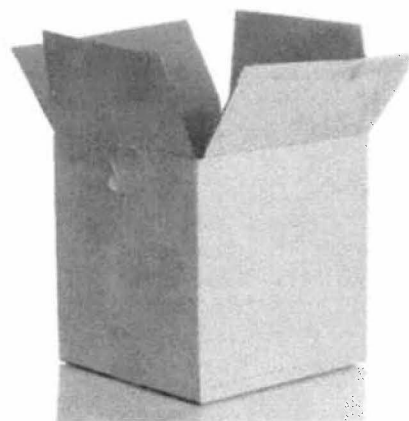
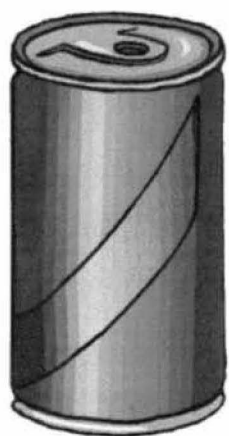
Any other comments or suggestions that might help us improve this program?

We appreciate your time and feedback!

K through 2 Pre-Post Test

CIRCLE the items that can be **RECYCLED**.

Put a **TRIANGLE** around the items that can be **COMPOSTED**.



Objectives

- Students will be able to comprehend the impact of litter on the environment, including the time it takes litter to decompose, where it ends up, and how it gets there.
- Students will be able to understand how people adapt to and modify their environment.

Subject: Decomposition, Environment, and Water Quality

TEKS: timelines, group work, making connections

- 3rd grade: 3.1A-B, 3.2A&C, 3.2E
- 4th grade: 4.2E, 4.3B
- 5th grade: 1B; 2A, D, E; 5B; 9A-B
- 6th grade: 6.2C&E, 6.3B

Materials

- 6 Bags of “trash” - items that are commonly found as litter: notebook paper, cardboard, newspaper, plastic piece of food, cigarette filter, plastic bag, plastic bottle, aluminum can, tin can, glass jar, Styrofoam, battery, straw, plastic spoon, juice box, chip bag, and six pack ring
- Litter Lifeline Chart (poster displays the length of time it takes materials to degrade)
- Containers of recycled raw materials
- Photos of wildlife impacts or stuffed animal (frog) caught in plastic
- Optional-The Wartzville Wizard by Don Madden (Elementary Extension)
- Optional – PowerPoint presentation for Middle School

Vocabulary

<u>Litter</u>	Trash, wastepaper, or garbage lying scattered about in the environment or water.
<u>Decomposition</u>	Decomposition is the natural process by which large organic materials and molecules are broken down into simpler ones. The ultimate products of decomposition are simple molecules, such as carbon dioxide and water.
<u>Trash</u>	Something that is discarded as worthless or useless; rubbish; garbage.
<u>Contaminant</u>	A minor and unwanted constituent in another material, metal, chemical or mixture, often at the trace level.

Lesson Overview

The chart below outlines how to structure and use this activity in a classroom setting as well as the order in which to present the objectives covered.

Setup and Materials	<ul style="list-style-type: none"> • For classroom – arrange desks for group work • Load PowerPoint (optional)
Introduction (see Background) (Power point available for Middle or High Schools)	<ul style="list-style-type: none"> • Clean Creek Campus mission, environmental stewardship, and service project • Differentiate between litter and trash • Litter in Austin – examples, sources, and locations • Affects of litter on wildlife, water quality, and community (show photos OR stuffed animal caught in plastic six pack ring) • Discussion of why people litter and examples of “accidental littering” • Initiate discussion of what happens to litter over time and review decomposition
Activity (see Activity Outline)	<ul style="list-style-type: none"> • Review timelines and explain materials • Place students in groups and assign each group one bag of supplies • Have students complete activity
Conclusion and Solutions (see Conclusions and Solution chart)	<ul style="list-style-type: none"> • Highlight importance of recycling and reducing waste • Brainstorm solutions to littering • Emphasize positive and individual family actions

Background

What is litter?

You've spotted it before - paper blowing in the wind, plastic bags tangled in tree branches, cans swirling out of truck beds these visible forms of pollution also known as litter find their way onto our streets and into our neighborhoods. Every person can think of an example of littering but may have a different definition of what it is. Generally speaking, **litter** is any waste or refuse that has unintentionally (blown out of a truck) or intentionally (illegal dumping) made its way into the environment such as streets, parks, or waterways. The difference between litter and **trash** is location.

Why People Litter

With all those reasons not to litter, it's hard to imagine why people continue to do so. A great discussion can take place when debating whether people are **deliberately** hurting the environment or just **lazy, forgetful**, or simply **don't know** any different. More than likely it's the latter where someone leaves a drink can at a sports game or tosses a wrapper out of the car window thinking someone will pick it up. These examples illustrate why it's up to the community to educate others and take active steps with friends and family to solve Austin's litter problem.

A peek at the most common littered items tells us a little bit of our consumer lives. Check out some of the most common littered items:

- Cups & Cans – 24%
- Food Wrappers – 20%
- Household/Personal Items – 19%
- Tobacco – 19%
- Construction Materials – 8%
- Printed Goods – 6%
- Other 4%

These misplaced items of trash weren't always misplaced. They found their way as litter through these common sources:

- Household Refuse
- Commercial Refuse
- Construction/Demolition
- Uncovered Vehicles
- Loading Docks
- Motorists
- Pedestrians
- Overflowing Trash Cans

Litter Impacts

People often don't realize that litter is not only aesthetically displeasing but it also poses a threat to wildlife, natural ecosystems, human health and safety, and communities. Below is a chart highlighting just a few of the ways that litter affects wildlife, water quality, and people:

Wildlife	Water Quality	Human and Financial
<ol style="list-style-type: none"> 1. Plastic ring entanglement around beaks, necks, and flippers 2. Ingestion, choking, or starvation can occur due to waste mimicking food – sea birds will often feed plastic on shore to offspring. 3. Harmful chemicals leaching into soils and food sources 	<ol style="list-style-type: none"> 1. Liquid litter such as oil and paint entering aquifer recharge zones, creeks, and storm drains 2. As plastic degrades, chemicals such as BPA leach into water 3. Waste can affect microscopic organisms and bacteria levels 4. Damage to fishing and recreational boats 5. Litter blocks storm drains which can cause flooding 	<ol style="list-style-type: none"> 1. A piece of litter costs 10 cents every time a city worker picks it up 2. Physical harm to swimmers or hikers from broken glass or buried metal 3. Decrease in tourism and use of recreation areas 4. Even though we have our water cleaned, more research is needed on body harm from chemicals

City staff and volunteers clean up more than 6,200 tons of trash and debris from roadways and another 250 tons that wash to our waterways each year. That's the equivalent weight of more than 4,300 cars! At KAB's annual Clean Sweep, thousands of volunteers collected over 45,000 cigarette butts from all over Travis County in just two hours.

There are two major examples of deliberate littering that can be discussed further with students. One of them is the **Great Pacific Garbage Patch** that exists where the ocean currents meet in the Pacific Ocean. Before we had regulated landfill systems for our waste, much of the trash including debris from fishing industries was dumped into the ocean. Litter also makes it's way to the ocean from creeks and rivers. The garbage has collected to form a thick patch that floats just under the water due to the density of plastic which makes up the majority of the waste. Scientists estimate that throughout the Pacific Ocean there is up to six times more plastic than plankton biomass (dry weight). Check out one group's mission to clean it up at <http://www.projectkaisei.org>. The other major source of litter is illegal dumping. To avoid landfill fees large items such as old couches, appliances, or industrial waste are often illegally dumped in lakes, rivers, and wooded areas. In Austin, call 311 to report illegal dumping.

What Happens to Litter?

When litter is not removed from our streets, waterways and neighborhoods it lingers! View KAB's Litter Lifeline to see just how long litter lingers before **decomposing**.

Litter Lifeline

Timeline	Item	Notes	Historical Perspectives
2-6 months	Newspaper, notebook paper	<ul style="list-style-type: none"> Newspaper may have been recycled several times before, speeding up decomposition 	You were enjoying a hot Texas summer! Maybe you were back to school shopping or on vacation?
6 months – 1 year	Food scraps, paper cup, cardboard, paperboard	<ul style="list-style-type: none"> Food can take longer due to preservatives A paper cup can take longer due to a waxy coat 	You were taking the TAKS test (or starting school).
10 – 12 years	Cigarette filter	<ul style="list-style-type: none"> Filter is made of cellulose acetate, a type of plastic 	You might have been born around this year! What's your earliest memory? The last original Peanuts comic strip was printed.
20 – 30 years	Chewing gum, plastic bag	<ul style="list-style-type: none"> A plastic bag will thin and turn brittle, resembling tissue paper 	
40 – 50 years	All plastics (except Styrofoam)	<ul style="list-style-type: none"> Each of the seven kinds of plastic decomposes at a different speed and releases different chemical Plastic bags decompose much faster in water 	A gallon of gas costs \$0.25! Neil Armstrong lands on the moon.
80-100 years	Tin can, battery	Batteries are especially dangerous as litter due to heavy metals such as cadmium inside	The longest film to date, 12 minutes, is produced. Plastic were invented and put into production in 1905.
200-500 years	Aluminum can, chip bag, juice box, diaper	<ul style="list-style-type: none"> Aluminum is produced from Bauxite, an extremely durable mineral good for withstanding high pressure (carbonation from soda) The juice box is lined with aluminum 	America is referred to as the "New World" while being explored by Spain and Portugal. The <i>Mona Lisa</i> is painted in 1503.
Never	Styrofoam tray, glass	<ul style="list-style-type: none"> The oils used to make Styrofoam never decompose 	

*Items in blue can be recycled.

Solutions

Despite these large scale problems, keeping Austin litter free is easy and can start with just a few steps. Consider bringing reusable items, instead of disposable to waterway picnics, dispose of waste properly in trash cans or recycling bins, and cover truck beds so that items don't fly out, organize a neighborhood or campus cleanup. By taking these simple actions you are performing a community service to cleanup the environment

and decrease solid waste. Let's not forget the savings to tax payers like you – litter costs millions of dollars to remove each year.

Activity

The litter lifeline activity is designed to not only focus on commonly littered items, but also on how long these items take to degrade as well as the impact they can have on the environment and community during that time.

1. Drop a piece of litter on the ground. What happens to the item? Blows away? Gets trapped under a rock? Will it still be there in 2 weeks, 2 months, 2 years?
2. For younger students, review the process of decomposition (the natural process of dead animal or plant tissue being rotted or broken down by insects, bacteria, and fungi) and decay (to decrease usually gradually in size, quantity, activity, or force) as well as what a timeline is.
3. Group students and pass out a 'bag of trash' to each group. Instruct students to carefully remove items from their 'bag of trash' and sort the items in order of their decay rate such that the items create a litter timeline.
 - a. Ask students to not rip up the litter, it travels to many schools for others to use!
 - b. Do not take items out of small Ziploc bags (ie. cigarettes)
 - c. Be careful when emptying bags, take items out one by one to not break the glass jar.
 - d. Plastic bags are common litter items; include the bags in your timeline.
 - e. If students are stuck, ask them to think about what materials the items are made of.
4. Review the correct order of decomposition using the litter lifeline chart at the beginning of the lesson plan.
 - a. Have students guess the number of years each item takes to decay.
 - b. Allow students to shuffle items at some point during the lesson so they may observe or record the correct order.

Conclusion and Solutions

1. Discussion points after activity
 - a. Litter that takes hundreds of years to decompose is essentially unable to be broken down efficiently by natural processes. Even when placed in a landfill, these items can linger much longer than the litter lifeline numbers which is why it's so important to remember to **Reduce, Reuse, and Recycle**. Go through each item on the timeline and discuss whether it can be recycled or reused.
 - b. The samples of litter are convenient and cheap for us to use in everyday life, but are costly when it comes to the environment. Note how some cities in California have banned Styrofoam use by food vendors despite it's convenience and affordability, because of the health and environmental concerns of Styrofoam use. If Styrofoam is used, however, it can be recycled (if cleaned and dry) at Cycled Plastics (183 and Burnet). Styrofoam is mostly made of air which means it takes a lot to produce a little bit of recycled plastic so there are just a handful of places to recycle it around the country.
 - c. Litter takes a long time to breakdown which allows for it too move around the environment and cause damage. Much of the litter seen on streets or neighborhoods will end up moving downhill to creeks and rivers after a heavy rain.
2. Cleaning up litter is important, but so is recycling the waste if possible. Austin recycled over 30% of its waste - a great start.
3. Discuss importance of individual action and review ways to prevent litter and improve the environment.

- a. What are the most commonly littered items around your school or home? Where are they concentrated?
- b. If you walk past litter will you pick it up or think someone else will get it? Imagine if everyone picked up a piece of litter everyday. Would that have an impact?
- c. What are ways to encourage people from littering? Cleanup, fines, etc.
- d. Report illegal dumping by calling 311.
- e. Report citizens throwing out cigarette butts from cars by writing down their license plate number and reporting it at <http://dontmesswithtexas.org/>.
4. Host a campus or neighborhood cleanup with friends or family and remember to spread the word about the real effects of litter in Austin.

Extension

1. Read The Wartzville Wizard (Elementary School). The story is true of our society - ask students why they think people litter. Brainstorm what the most common litter items are.
2. *Waste in Place*
 - a. Check out KAB Litter Activity Kit through at www.keepeaustinbeautiful.org/activitykits. The kits includes *Waste in Place* lesson plans:
 - i. Litter Literature – an activity to complement The Wartzville Wizard
 - ii. Good Habits – a fun activity to highlights various Litterbugs
3. Debate: What is litter?
 - a. Ask students if they have ever thrown out an apple core or banana peel from their car window onto the side of a busy highway.
 - b. Discuss as a class or divide into teams to debate why some people might consider this to be litter or not.
 - c. Apple cores are organic and break down into soil over time, but this doesn't happen right away. Animals could be attracted to the food and we don't want them to see a busy road as a place to find food. Remember our definition of litter – trash in the wrong spot!
4. Archeology Dig
 - a. Distribute a piece of litter/trash to each group.
 - b. Students tap into their creative writing skills to write a backstory for their piece of litter – where it came from, who used it, how it could have ended up as litter in a creek, road, or neighborhood.
5. Start a litter awareness campaign
 - a. Students make posters to teach others about litter.
 - b. Students teach other students about what they have learned about litter.
 - c. After their service project, students study what litter their found on campus and what might be needed (reusable materials, reminders, new trash cans).

Middle School Modification

Litter PowerPoint (www.keepeaustinbeautiful.org/campusresources)

- Introduction is coupled with the PowerPoint, which is used as a tool to discuss concepts at a more advanced level if desired. Visual aids are included to highlight concepts.
- Information and hints are in the notes at the bottom of each slide.

Additional Resources

- www.cleansweepusa

-
- <http://www.greatgarbagepatch.org/>
 - <http://science.howstuffworks.com/environmental/earth/oceanography/great-pacific-garbage-patch.htm>
 - <http://www.projectkaisei.org/index.html>
 - [Teracycle.net](http://www.teracycle.net)

LITTER BAGS CONTENTS

- Newspaper, lined, or construction paper
- Cardboard or paperboard
- Paper cup
- Plastic piece of food
- Cigarette butts (in a Ziploc bag)
- Plastic drink rings (6 pack ring on soda)
- Plastic:
 - Spoon, fork, or knife
 - Water bottle or plastic cup
 - Miscellaneous plastic piece
 - Straw
- Tin (altoid or tin cat can)
- Aluminum soda can
- Chip Bag
- Battery
- Juice box
- Styrofoam cup
- Glass jar

Event Planning

- **KAB Clean Sweep 2010** – Coordinated event logistics to feed volunteers and host an environmental fair for 5,300 registered volunteers.
- **KAB Annual Awards Luncheon** – Oversaw all event logistics for 2009 and 2010 luncheon for 400+ attendees. From 2005-2010 wrote awards luncheon script and created accompanying PowerPoint presentation.
- **Project 2006 and 2007/Volunteer Coordination** – Assisted in the coordination of 37 projects for over 1300 volunteers in an annual one-day service event to beautify a neighborhood.

Environmental Education

- **Curriculum Development** – Developed 23 lesson plans addressing state academic standards that focused on solid waste, water quality, gardening, native flora and fauna. The lessons are the core programming for Clean Creek Campus and Green Teens educating 2600+ students annually.
- **Youth Education** – Schedule, coordinate and lead indoor and outdoor environmental education activities and service projects for school and after-school programs.
- **Teacher Training** – Collaborate with 13 Austin area organizations and agencies to host a three-day annual Groundwater to the Gulf Summer Institute.
- **School Gardens** – Designed, installed and maintained eight native habitats at AISD schools.
- **Resource Booklets** – Created a 24 page KAB Patch Pals Activity Booklet distributed to 7,500 youth in the Austin area.

Council for Environmental Education, Houston, TX

Coordinator, Water Education Programs, 11/2003–11/2004

- Managed all aspects of Team WET Schools program including: grant writing, development, implementation, evaluation, budget and reporting.
- Developed promotional and educational products for marketing and enrichment of programs.
- Assisted with the writing and development of quarterly newsletter, website, press releases, conference proposals and presentations.
- Partnered with city utilities to secure funding and expansion of Team WET Schools to new cities including San Antonio, Houston, and Indianapolis.
- Scheduled, and conducted WET in the City, nationally acclaimed curriculum, educator training workshops.

The Horticultural Society of New York, New York, NY

Coordinator, Greenways Program, 9/2002–11/2003

- Developed and led urban community gardening workshops at New York City branch library gardens.
- Liaised with branch libraries, community boards, city greening organizations and local residents to promote grassroots environmental programming.
- Wrote and designed quarterly newsletter, press releases, program updates and Board reports.

Interim Director of Children's Education, 1/2002-6/2002

- Managed daily operations, budget and grant reports of Apple Seed Program.
- Communicated program updates to school principals, foundations, and board members.

Instructor, Apple Seed Program, 9/2000-11/2003

- Educated inner city 2nd through 5th graders in botany, horticulture and urban ecology.
- Planned and led teacher-training sessions in environmental science, classroom greening, and plant anatomy.
- Evaluated and revised existing Apple Seed curriculum to meet National Science Education Standards.
- Collaborated with New York City Board of Education to design, install, and maintain five public school gardens.
- Wrote text and designed layout for *Apple Seed Dozens* - A Greening Guide for New York City Teachers.

SUMMARY

Over 11 years developing, implementing, evaluating, securing funding, budgeting and reporting for environmental education programs. Extensive experience developing quality promotional and educational products for marketing and enrichment of programs and building partnerships with nonprofits, schools, city departments, and businesses on a grassroots, local and national level to ensure program growth and sustainability.

PROFESSIONAL EXPERIENCE

Keep Austin Beautiful (KAB), Austin, TX

Manager, Education and Beautification Programs, 11/2004-present

Development

- **Fundraising** – Assist KAB's Executive Director in general and capital fund raising activities related to programs, including cultivating potential donors and partners, developing proposals, and writing fundraising letters.
- **Grant Writing & Management** – Secured \$95K annually for KAB programs. Achieved 100% grant funding for KAB's Green Teens program. Grants target government agencies, private foundations and corporations and address demographic needs and best management practices. Build and maintain partner relations for financial and technical support of programs through monthly updates, grant reporting and PowerPoint presentations.
- **Financial** – Responsible for all invoicing and budgeting of KAB's education programs, totaling \$135K.

Marketing & Communications

- **Media Relations** – Write press releases, media alerts, blogs, and daily social media posts to promote KAB's education programs. In 2012, appeared on Fox 7 and on KEYE's *We Are Austin*, and conducted live interviews for KASE 101 and KLBJ 590AM.
- **KAB Branding** – Oversaw the development of KAB's new logo and branding in 2006, and directed a promotional video that captures the mission and goals of the organization.
- **Newsletter Production** – Write articles and serve as the final review for KAB's monthly eNewsletter distributed to 5,300 subscribers.
- **KAB Website** – Launched KAB website, wrote all content for education pages, and update content daily.
- **Program & Event Outreach** - Develop promotional and educational products for marketing and enrichment of programs including: Patch Pals and Tool Shack postcards, Clean Creek Campus brochures, Clean Sweep t-shirts distributed to 5,000 volunteers, event and sponsor banners, print advertisements featured in *Austin American Statesman* and *The Chronicle*, and print invitations for the Annual Awards Luncheon.

Program Oversight

- **KAB Education Programming** – Designed a comprehensive education program for KAB through the development of three initiatives that are aligned to the organization's mission and goals and adapt to trends in environmental education.
- **KAB Supervisory Duties** - Hire, train, supervise and perform annual employee performance evaluations for two staff members.
- **Partnership Building** - Lead the ongoing development and strengthening of partnerships with schools and community organizations and seek to develop new ones. Established partnerships for KAB's Clean Creek Campus that now include City of Austin Watershed Protection Department, LCRA, and National Wildlife Federation. Forged partnerships with Boys and Girls Club, Citizen Schools, and 21st Century Afterschool to effectively implement KAB's Green Teens program.
- **KAB Community Programs** – Collaborated with and provided resources to neighborhood associations and community groups in the completion of neighborhood beautification, restoration, and service projects including initiating and implementing a tool-lending program.
- **Volunteer Training** – Redesigned KAB's volunteer program to meet changing organizational needs including developing, securing funding for, and leading Natural Leaders trainings to cultivate volunteer project leaders.

CONSULTING EXPERIENCE

City of New York Parks and Recreation, 3/2002-2/2003 – Pelham Bay Park: Led community workshops and park tours to promote appreciation of our natural surroundings.

New York City Board of Education, 9/2001-5/2002: Facilitated teacher training sessions for District 4, Science Council of NYC, and Elementary School Science Association Conferences.

EDUCATION

- The University of Texas at Austin, Botany

RELATED SKILLS, TRAINING and VOLUNTEERING

- Fluent in Spanish.
- Proficient in publishing, communications, and database management tools including: Microsoft Office, Adobe InDesign Suite, Contribute Web Design, SurveyMonkey, and Mailchimp.
- Serve on the Steering Committees for AISD's Environmental Stewardship Committee and for the Consortium for Green Schools; participation included presenting before the AISD School Board to encourage adoption of a district wide resolution setting standards for environmental practices.
- Completed 6 week training and certification for National Wildlife Federation Habitat Steward and New York Master Composter, and logged 240 volunteer hours in connection with certification.
- Presented at the following conferences: REI Stewardship Conference, Austin School Garden Network 2007-2010, National Science Teachers Association 2004, Texas American Water Works Association 2004, and Best Education Practices Water Outreach Conference.
- Attended the following trainings and conferences: Lady Bird Johnson Wildflower Center Native Plant Series, Texas Environmental Education Advisory Committee Annual Certification (2003-2011), American Community Gardeners Association 2003, CAST 2003, Backyard, Bayou and Beyond, and Texas After-school Association Annual Conference; and New York City GreenThumb, RELEAF, and Teaching for the Environment.

Emily Catherine Maher

4116 Shoal Creek Blvd • Austin, TX 78756 • 1-517-993-7726 • Emily.maher24@gmail.com

Objective

To obtain a position dedicated to expanding and protecting the Texas environment while providing solutions in communities through consultation, scientific investigation, stewardship, and economic incentives.

Professional Experience

Environmental Coordinator, *Keep Austin Beautiful*

Supervisor: Monica Lopez Magee, 512 391 0619

Jan 2010
to
current

- Developed and executed lessons on water quality, watershed protection, soil testing and ecology, habitat restoration, invasive species removal, native landscaping, landfill management, recycling and compost systems, and litter abatement.
- Coordinated the Clean Creek Campus environmental service program registering schools, preparing lessons, educator schedules, goals, and supplies for over 60 school service projects.
- Assisted in strengthening partnerships with schools and organizations such as the National Wildlife Federation and formed new partnerships with Urban Roots, Angler Ed, and Austin Youth River Watch.
- Coordinated Green Stewards Camp which serves over 105 Communities in Schools and Heart House children teaching organic gardening and watershed protection.
- Hired and supervised 4 high school interns selected from 77 participating students in Green Teens after school environmental program.

Science Educational Intern, *Colorado River Foundation*

Supervisor: Sarah Richards, 512 498 1587

Aug 2009
to
Dec 2009

- Led 72 presentations on water conservation, water quality, watershed and wetlands protection, and Colorado River dams to over 1035 teachers, students, and parents.
- Development assistant for 3 water quality activities and presented them to 39 teachers at the Teacher Training Institute.

Lead Counselor, *Lower Colorado River Authority*

Supervisor: Lynette Holtz, 512 303 5073

Jun 2010
to
Aug 2010

- Planned and executed lessons, presentations, and outdoor activities for 120 students ages 6 to 15 on water quality testing, renewable energy, entomology, conservation biology, and wildlife habitat exploration.
- Managed daily schedules and tasks for a team of 3 Lower Colorado River Authority employees.

Emily Catherine Maher

4116 Shoal Creek Blvd • Austin, TX 78756 • 1-517-993-7726 • Emily.maher24@gmail.com

Professional Experience	Lead Entomology Tour Guide and Assistant Curator A.J. Cook Arthropod Research Collection, Michigan State University Supervisor: Barb Stinnett and Gary Parsons, 517 355 4662 <ul style="list-style-type: none">Organized and ran promotional presentations at teacher workshops.Guided open houses, led over 200 arthropod presentations, and discussed career options in natural sciences and entomology to adults and students K – 12.Recorded and verified species into Species database.Curated and pinned arthropods for museum collection and public display cases.	<i>Jun 2006</i> <i>to</i> <i>Jul 2009</i>
Education	Bachelor of Science, College of Education Michigan State University, East Lansing <ul style="list-style-type: none">Major: Biological ScienceMinor: Integrated Sciences Related course work: <ul style="list-style-type: none">Coauthor on Differential Effects of Short Term Winter Thermal Stress on Diapausing Tiger Swallowtail Butterflies published in <i>Insect Science (2011)</i>Awarded the Research Experience for Undergraduates grant from National Science Foundation (<i>2008</i>)Combined Arts & Humanities and Social Science Study Abroad Program in London, England (<i>January 2006 – May 2006</i>)	<i>May 2009</i>
Skills and Training	Education Programs Blogger (<i>Keep Austin Beautiful, 2010-2011</i>), Certified Trail Builder through E Corp (<i>McKinney Falls, 2011</i>), Teaching Assistant Examination volunteer tutor in English comprehension (<i>Michigan State University, 2008</i>), Assistant Barn Manager of a 20 horse boarding facility (<i>Red Creek Stables, 2006</i>)	
Professional Development	Lady Bird Johnson Wildflower Center Native Plants Series (<i>2011</i>), Conference for the Advancement of Science Teaching (<i>2011</i>), State of the Prairies (<i>2011</i>), Ecological Society of America Conference (<i>2011</i>), Groundwater to the Gulf (<i>2011</i>), Texas Service Learning Conference (<i>2011</i>), Citizen Gardener (<i>2010</i>)	
Member	Ecological Society of America, Austin School Garden Network, Children in Nature Network, Austin Trail Foundation	
Interests	Reading, political sciences, global economics, insects and insect photography, fostering dogs, camping	

**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

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

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby 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.

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

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck 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:

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

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

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

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

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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

19. WARRANTY-PRICE:

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

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

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

regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
- E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be 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

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

to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
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

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

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 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 6/01/98).

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.

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

- 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 Contractor must 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 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. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 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,

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

or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

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

- A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **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.
40. **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.
41. **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.
42. **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

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

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.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **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.
45. **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.
46. **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.
47. **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.
48. **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.
49. **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.

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

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **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.
51. **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.
52. **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.

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

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

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.

55. 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.

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

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

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

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (BEST VALUE)

Offer Sheet

SOLICITATION NO: SDC0173

COMMODITY/SERVICE DESCRIPTION: 24 Month Contract for Youth Education Program to Introduce Students to Zero Waste

DATE ISSUED: 1/30/2012

REQUISITION NO.: 1500 12012600184

PRE-BID CONFERENCE TIME AND DATE: 2/6/2012 @ 10:00 A.M.

COMMODITY CODE: 91838

LOCATION: Municipal Building, 124 W 8th St., Ste., Rm 310, Austin, TX

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

BID DUE PRIOR TO: 2/17/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Cocke

Buyer II

Phone: (512) 974-2003

BID OPENING TIME AND DATE: 2/17/2012 @ 2:00 P.M.

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 5 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	5
0600	BID SHEET	4
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

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

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- 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
- Bid Guaranty (if required)

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

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the 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 <https://www.cityofaustin.org/purchase> and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on February 6, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **INSURANCE**. Insurance does not apply to this solicitation.

3. **TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 4 additional 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED

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**

Location:

See Specification

Days: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- A. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	City of Austin Solid Waste Services
Attn:	SWS Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

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

7. 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 including their name and job title.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
 - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
10. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - A. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **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:

Ron Romero – 512-974-4353

*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.

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

SOLICITATION NUMBER: SDC0173

PROJECT NAME: Youth Education Program to Introduce Zero Waste

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

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

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

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

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

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

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

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0173

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 91838

DESCRIPTION: Education and Training Consulting

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on February 6, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

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 contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Steve Cocke
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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

auto liability and workers compensation policies.

2. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 4 additional 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED

3. 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.

4. DELIVERY REQUIREMENTS

Location:

Days:

See Specification

- A. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	City of Austin Solid Waste Services
Attn:	SWS Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

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

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 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:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- 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.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
 - G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

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

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

10. **CONTRACT MANAGER**

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

Ron Romero – 512-974-4353

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on February 6, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **INSURANCE**. Insurance does not apply to this solicitation.

3. **TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 4 additional 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED

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**

Location:

Days: _____

See Specification

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- A. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	City of Austin Solid Waste Services
Attn:	SWS Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

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

7. 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 including their name and job title.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
 - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
10. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - A. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **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:

Ron Romero – 512-974-4353

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

**City of Austin – Austin Resource Recovery
Youth Education
Scope of Work
Invitation For Bid – Best Value (IFBBV) SDC0173**

1.0 PURPOSE

- 1.1 The City of Austin (also referred to as “City”, “Austin Resource Recovery” or “ARR”) seeks a qualified vendor (also referred to as “successful bidder”) to provide educational services for youth in grades kindergarten through the 12th grade within the city limits of Austin, Texas.
- 1.2 For the purpose of this Youth Education Contract the program should introduce students to Zero Waste concepts including reuse, recycling and composting.
- 1.3 The City has a Zero Waste Goal to divert 90% of waste from the landfill by the year 2040. To help achieve this goal, ARR is seeking the development of a Zero Waste and Sustainability education program for youth in grades kindergarten through 12th grade (K-12) that is fun, interactive and educational.

2.0 BACKGROUND

- 2.1 Austin Resource Recovery (ARR) is an enterprise department dedicated to achieving Zero Waste by providing excellent customer services that promote waste reduction, increase resource recovery and support the City of Austin’s Sustainability efforts.
- 2.2 The goal of the program is for Austin-area youth (grades K-12) to understand and take action toward Zero Waste and Sustainability.

3.0 EDUCATIONAL PROGRAM AND EVALUATION

- 3.1 A proposed concept idea for an educational program must be submitted with the bid. (See “Bid Sheet – 0600, Section B”)
 - 3.1.1 The program must be designed to reach youth in grades K-12. Four programs are needed to reach target audiences: K-3, 4-5, 6-8, and 9-12.
 - 3.1.2 The program must reach approximately 10,000 youth during each year of the contract. A minimum of 500 youth must be reached per month.
 - 3.1.3 The program must focus on Zero Waste and Sustainability.
 - 3.1.4 The program curriculum must correspond with the Texas Essential Knowledge and Skills (TEKS) requirements.
 - 3.1.5 The program should be translated and able to be implemented in Spanish.
 - 3.1.6 The program should include a teacher tool-kit or resource. Electronic resources will be allowed.
 - 3.1.7 The program should allow for real world examples. This may include field trips if appropriate.
 - 3.1.8 The program must allow for multiple methods of delivery to correspond with the various learning styles of youth in grades K-12.
 - 3.1.9 The program must be available for on-call requests. Examples of those may include, but are not limited to; Girl Scout/Boy-Scout meetings, church youth groups and after-school programs.
 - 3.1.10 The program must be flexible and adaptable to any environment.
 - 3.1.11 The City reserves the right to use any concept idea presented, even if the bidder is not chosen as the vendor.

- 3.2 A plan to evaluate the success of the program must be submitted with the bid. (See “Bid Sheet – 0600, Section C”)
 - 3.2.1 At a minimum responses must be solicited from the teachers of the youth, but evaluation plans may include solicitation from additional sources.
 - 3.2.2 Evaluations should assess the quality of the program, the ease for teachers to incorporate the program into their schedule and a method to test what the youth have learned.
- 3.3 Any expenditure(s) involved in the program are all-inclusive, including the hiring of sub-contractors, shall be the responsibility of the vendor and must be included in the proposal. (See “Bid Sheet – 0600, Section A”)
- 3.4 The vendor must present the approved educational program to public, private and charter schools within the Austin City Limits and on-call presentations as requested by ARR.
- 3.5 The vendor must meet with ARR staff to finalize the concept idea after contract execution.
- 3.6 The vendor must budget for a minimum of three (3) one-hour meetings with City staff for discussions regarding the program and evaluation development. In addition to the meetings the vendor should anticipate emails and phone discussions relevant to the contract.

4.0 MARKETING AND TRAINING MATERIALS

- 4.1 The vendor must send out promotional materials to market the program directly to teachers and school administrators. The method and cost involved in marketing the program is the responsibility of the vendor and should be included in the bid. (See “Bid Sheet –0600, Section A and B”)
- 4.2 The vendor must develop a registration system which includes the ability to retain proper documentation of all youth registered for the educational programs.
- 4.3 The vendor must design and print all educational and marketing materials as needed for the success of the program.
- 4.4 Materials can be developed as an option for the youth to take home and share the information they learned with their parents/guardians. An example of this type of material is a homework assignment.
- 4.5 The City owns and retains the rights to all marketing materials and intellectual property associated with this contract, including but not limited to, logos, scripts, video and designs related to or produced under the terms of this contract.
- 4.6 The City reserves the right to reproduce and distribute any materials designed for this contract.
- 4.7 The City reserves the right to place any of the materials designed for this contract on the ARR website.

- 4.8 Any expenditure(s) involved in the development of marketing materials are all-inclusive, including the hiring of designer and sub-contractors, shall be the responsibility of the vendor and must be included in the proposal. (See “Bid Sheet – 0600, Section A”)
- 4.9 ARR must review and approve all marketing and training materials prior to production. Materials must include acknowledgement of ARR by utilizing the department’s logo standards.

5.0 OTHER REQUIREMENTS

- 5.1 The vendor must contact and recruit participating schools and organizations independently. The City is not responsible for arranging the schedule.
- 5.2 The vendor must respond to requests for information by City staff within 72 hours of request.
- 5.3 The vendor must respond to requests from schools, and teachers within 72 hours of each request.
- 5.4 The vendor and all personnel associated with the delivery of the program, including but not limited to sub-contractors, must conduct themselves in accordance with established City of Austin personnel guidelines.
- 5.5 The vendor must only use sub-contractor(s) listed in their proposal. Substitutes will only be allowed in extenuating circumstances.
- 5.6 The vendor and any individuals who will be in direct contact with youth must provide copies of a current Department of Public Safety criminal background check within 14 days of contract award. This shall be repeated on an annual basis for the life of the contract.
- 5.7 The vendor and any sub-contractors traveling as part of this contract must provide a copy of their current automobile insurance coverage on a semi-annual basis. Traveling costs are the responsibility of the vendor.
- 5.8 The vendor and any sub-contractors must sign in and out at each administration office (if applicable) and abide by all facility policies when at a school, campus or other facility.
- 5.9 The City reserves the right to videotape any presentation for training and evaluation purposes.
- 5.10 The City reserves the right to take still photos of the program as needed.

6.0 CONTRACT TERM

- 6.1 The initial term of this contract is two (2) years with up to four (1), one-year extension options for a total of six (6) contract years.
- 6.2 Extension options must be agreed upon by both parties in writing.
- 6.3 A vendor can bid on each section on the associated bid sheet separately or together. The City reserves the right to award a single contract or multiple contracts separately as it sees fit.

- 6.4 The final contract will be prepared by the City of Austin, and will include all applicable provisions.
- 6.5 The vendor must provide pricing and scope of services included in this contract to other organizations referred by the City, including, but not limited to, area school districts, private schools, non-profit organizations and other institutions promoting the education of youth on Zero Waste and Sustainability.
- 6.6 The vendor must meet with the City each year to review the previous year's concept and performance as well as discuss the next year's needs.
- 6.7 For the first year of the executed contract, the contract award amount will not exceed \$150,000. For each year the contract is extend, the annual contract amount will not exceed \$100,000.

7.0 CONTRACT PAYMENT

- 7.1 The vendor shall receive payment in the following manner:
 - 7.1.1 Ten percent (10%) of the total contract when the vendor submits, and ARR approves, a program plan and timeline for the year.
 - 7.1.2 Ten percent (10%) of the total contract when the vendor submits, and ARR approves, the marketing design.
 - 7.1.3 Ten percent (10%) of the total contract when the vendor submits, and ARR approves, a final education program for youth in grades K-12.
 - 7.1.4 Up to sixty percent (60%) of the total contract amount divided into monthly installments during the contract term based upon invoices submitted by the vendor pursuant to Section 7.2.
- 7.2 The vendor must invoice ARR on a monthly basis. Invoices must include the following information:
 - 7.2.1 Total amount due to the contractor for the billing period
 - 7.2.2 Number of youth in attendance at each event
 - 7.2.3 School, organization name or event(s) attended during the month and date attended.
 - 7.2.4 Number of hours worked per month. (If billing based on hours worked per month)
 - 7.2.5 A legible copy of their schedule.
 - 7.2.6 Legible copies of the registration forms.
 - 7.2.7 Legible copies of their evaluations.
 - 7.2.8 Invoices must be submitted to the City's Contract Administrator.
 - 7.2.9 Invoices will be paid according to City of Austin rules and procedures, after receipt and acceptance of the invoice by ARR staff.
- 7.3 The final ten percent (10%) of the contract will be awarded at the conclusion of the year, dependent upon a final close out of the year with ARR staff.
- 7.4 City's Contract Administrator: Ron Romero

8.0 BIDDER EVALUATION PROCESS

- 8.1 Cost. The vendor with the lowest cost to the City is given the maximum points. All others will be awarded points based on a pro-rated basis. (35 points) (See “Bid Sheet – 0600, Section A”)
- 8.2 Sample materials and concepts. Vendor must explain their methods for how they will market the program and describe how they will present the program to the youth. (35 points) (See “Bid Sheet – 0600, Section B”)
- 8.3 Evaluation concept. Vendor must submit a proposal on how to evaluate the success of the program. (20 points) (See “Bid Sheet – 0600, Section C”)
- 8.4 Demonstrated applicable qualifications of staff and firm. Vendor, staff, performers, and sub-contractor experience and qualifications. (10 points) (See “Bid Sheet – 0600, Section D”)
- 8.5 The City reserves the right to conduct an in-person interview of the three (3) or four (4) best evaluated bids through an evaluation process conducted by City staff. The interview may consist of a brief presentation by the vendor and a series of questions from staff. If an in-person interview process is initiated, additional information will be provided (100 points).

9.0 DEFINITIONS

- 9.1 **Zero Waste:** The Zero Waste International Alliance (ZWIA) presents a peer-reviewed, internationally accepted definition of Zero Waste: Zero Waste is a goal that is ethical, economical, efficient and visionary to guide people in changing their lifestyles and practices to emulate sustainable natural cycles, where all wasted materials are designed to become resources for others to use. Zero Waste means designing and managing products and processes to systematically avoid and eliminate the volume and toxicity of waste and materials, conserve and recover all resources and not burn or bury them. Implementing Zero Waste will eliminate all discharges to land, water or air that are a threat to planetary, human, animal or plant health.
- 9.2 **Sustainability:** Sustainability is a multifaceted concept with economic, social and environmental dimensions and has no single definition. With regard to the environment, Sustainability entails improving the quality of human life while living within the carrying capacity of supporting eco-systems. The City of Austin’s Sustainability efforts are intended to reduce our environmental footprint, including impacts on climate change, energy, water and land use, and improve environmental quality, including air and water quality. Waste prevention, recycling and composting are activities that support Sustainability and slowing climate change. Zero Waste ensures that products are collected to be reused, repaired or recycled back into nature or the marketplace.
- 9.3 **Youth:** Children/students within the City of Austin city limits and in grades kindergarten through 12th (K-12).
- 9.4 **Program:** The method developed by the vendor and agreed upon by ARR staff to reach the City’s goal of getting Austin-area youth to understand and take action toward Zero Waste and Sustainability.

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

A. Cost (35 points)

The Vendor offering the lowest total cost will receive the maximum number of points. All others will be awarded points based on a pro-rated basis.

Item #	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Start Up Costs				
1	Startup costs associated with the administration, development and design of the program.	1		\$
2	Startup costs associated with designing and printing marketing materials for the program (all-inclusive).	1		\$
3	Startup cost associated with developing and supplying the teacher tool-kit or resource.	1		\$
4	Development of an approved script for the program	4		\$

Total (items 1-4) _____

Annual Costs (costs can not exceed \$100,000)				
5	Annual costs associated with the administration of the program.	1		\$
6	Annual costs associated with maintaining and supplying the teacher tool-kit or resource (if applicable)	Per Unit		\$
7	Annual costs associated with marketing the program. As an attachment, include and separate the various types of marketing for the program.	1		\$
	Choose one of the following for invoicing (items 8-10):			
8	Cost per youth (maximum 10,000 per year)	Per Unit		\$
9	Cost per event (maximum 300 per year)	Per Unit		\$
10	Hourly Rate	Per Unit		\$

Total (items 5-10) _____

TOTAL (items 1-10) _____
(total extended costs should not exceed \$150,000)

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

B. Sample Materials and Concept (35 points)

Vendor must provide a concept idea, including:

- Description of how they will present the program to the youth. (up to 8 points)
- Explanation of their methods to market the program and secure participating teachers, participants, etc. (up to 7 points)
- Description of how they will develop a program for multiple grade levels. (up to 5 points)
- Description of how they will handle multiple requests at the same time. (up to 5 points)
- Explanation of the method of delivery for the program they will be able to provide. (up to 5 points)
- A sample homework assignment. (up to 5 points)

Comments (Please attach additional information to complete response):

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

C. Evaluation Concept (20 points)

Vendor must provide a proposal on how to evaluate the success of the program. Sample questions, the method of obtaining evaluation (multiple methods are encouraged), and samples of other ways to ensure the youth understood and were educated through the program.

Comments (Please attach additional information to complete response):

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

D. Demonstrated Applicable Qualifications of Firm and Staff. (10 points)

Vendor, staff, performers, and sub-contractors experience and qualifications.

The vendor must provide comprehensive information on project manager qualifications, staff experience, and company (or sub-contractor) capabilities for providing educational programs to receive the maximum points. Materials submitted may be resources, certifications, project portfolios, etc.

NOTE: Vendors will ONLY be awarded points based on evaluation of materials and information submitted.

Comments (Please attach additional information to complete response):

The Evaluation/Selection Committee shall evaluate all bids received for this solicitation and determine, in a comparative manner, which bid best meets the requirements and offers the best value to the City of Austin. The highest ranked bidders may be asked to make formal presentations before the Evaluation/Selection Committee and/or other City of Austin staff members.
--

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

A. Cost (35 points)

The Vendor offering the lowest total cost will receive the maximum number of points. All others will be awarded points based on a pro-rated basis.

Item #	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Start Up Costs				
1	Startup costs associated with the administration, development and design of the program.	1		\$
2	Startup costs associated with designing and printing marketing materials for the program (all-inclusive).	1		\$
3	Startup cost associated with developing and supplying the teacher tool-kit or resource.	1		\$
4	Development of an approved script for the program	5		\$

Total (items 1-4) _____

Annual Costs (costs can not exceed \$100,000)				
5	Annual costs associated with the administration of the program.	1		\$
6	Annual costs associated with maintaining and supplying the teacher tool-kit or resource (if applicable)	Per Unit		\$
7	Annual costs associated with marketing the program. As an attachment, include and separate the various types of marketing for the program.	1		\$
	Choose one of the following for invoicing (items 8-10):			
8	Cost per youth (maximum 10,000 per year)	Per Unit		\$
9	Cost per event (maximum 300 per year)	Per Unit		\$
10	Hourly Rate	Per Unit		\$

Total (items 5-10) _____

**TOTAL (items 1-10) _____
(total extended costs should not exceed \$150,000)**

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

B. Sample Materials and Concept (35 points)

Vendor must provide a concept idea, including:

- Description of how they will present the program to the youth. (up to 8 points)
- Explanation of their methods to market the program and secure participating teachers, participants, etc. (up to 7 points)
- Description of how they will develop a program for multiple grade levels. (up to 5 points)
- Description of how they will handle multiple requests at the same time. (up to 5 points)
- Explanation of the method of delivery for the program they will be able to provide. (up to 5 points)
- A sample homework assignment. (up to 5 points)

Comments (Please attach additional information to complete response):

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

C. Evaluation Concept (20 points)

Vendor must provide a proposal on how to evaluate the success of the program. Sample questions, the method of obtaining evaluation (multiple methods are encouraged), and samples of other ways to ensure the youth understood and were educated through the program.

Comments (Please attach additional information to complete response):

**City of Austin – Austin Resource Recovery
Youth Education Contract
Bid Sheet – Section 0600 (SDC0173)**

D. Demonstrated Applicable Qualifications of Firm and Staff. (10 points)

Vendor, staff, performers, and sub-contractors experience and qualifications.

The vendor must provide comprehensive information on project manager qualifications, staff experience, and company (or sub-contractor) capabilities for providing educational programs to receive the maximum points. Materials submitted may be resources, certifications, project portfolios, etc.

NOTE: Vendors will ONLY be awarded points based on evaluation of materials and information submitted.

Comments (Please attach additional information to complete response):

The Evaluation/Selection Committee shall evaluate all bids received for this solicitation and determine, in a comparative manner, which bid best meets the requirements and offers the best value to the City of Austin. The highest ranked bidders may be asked to make formal presentations before the Evaluation/Selection Committee and/or other City of Austin staff members.
--

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

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least 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	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

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

SOLICITATION NO **SDC0173**

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, 20_____.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SDC0173

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

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

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0173
FOR**

24 Month Contract for Youth Education Program to Introduce Students to Zero Waste

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.ci.austin.tx.us/cityclerk/coi.htm>

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

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

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 member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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

SOLICITATION NO.

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		
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:	<input type="text"/>		
Signature of Officer or Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

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

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="24 Month Contract for Youth Education Program to Introduce Students to Zero Waste"/>
Contractor Name:	<input type="text"/>

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:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SDC0173

- 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:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

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

SOLICITATION NUMBER: SDC0173

PROJECT NAME: Youth Education Program to Introduce Zero Waste

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

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

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

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

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

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

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

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0173

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 91838

DESCRIPTION: Education and Training Consulting

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title

A G E N D A



Recommendation for Council Action (Purchasing)

Austin City Council

Item ID:

14183

Agenda Number

36.

Meeting Date:

April 26, 2012

Department:

Purchasing

Subject

Authorize award and execution of a 24-month service requirements contract with KEEP AUSTIN BEAUTIFUL (KAB), or one of the other qualified bidders for IFB-BV No SDC0173, to provide educational services for youth in grades kindergarten through the 12th, introducing students to Zero Waste concepts including reuse, recycling and composting for the Austin Resource Recovery Department, in an estimated amount not to exceed \$274,890, with four 12-month extension options in an estimated amount not to exceed \$100,000 per extension option, for a total estimated contract amount not to exceed \$674,890.

Amount and Source of Funding

Funding in the amount of \$80,176.25 is available in the Fiscal Year 2011-2012 Operating Budget of Austin Resource Recovery Department. Funding for the remaining seventeen months of the initial contract period and extension options is contingent upon available funding in future budgets.

Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not required.

Purchasing
Language:

Best evaluated bid.

Prior Council
Action:For More
Information:

Steve Cocke, Buyer II, 974-2003

Boards and
Commission
Action:

Related Items:

MBE / WBE:

This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation.

Additional Backup Information

The purpose of this Youth Education Contract will introduce students to Zero Waste concepts including reuse, recycling and composting for youth groups kindergarten through the 12th grade within the city limits of Austin, Texas. The goal of the program is for Austin-area youth to understand and take action toward Zero Waste and Sustainability.

The City has a Zero Waste Goal to divert 90% of waste from the landfill by the year 2040. To help achieve this goal, ARR is seeking the development of a Zero Waste and Sustainability education program for youth in grades kindergarten through 12th grade (K-12) that is fun, interactive and educational.

This request allows for the execution of a contract with a bidder, who provides the best value to the City, that Council selects. If this bidder does not execute a contract with the City, staff will return to Council so that Council may select another best value bidder and authorize a contract with this bidder.

MBE/WBE solicited: 33/32

MBE/WBE bid: 0/0

BID TABULATION

IFB, BEST VALUE No. SDC0173

Youth Education Program to Introduce Students to Zero Waste

<u>VENDOR</u>	<u>TOTAL BID</u>
Keep Austin Beautiful Austin, TX	\$137,445
Ecology Action of Texas Austin, TX	\$125,860
Pollyanna Theatre Co. Austin, TX	\$138,902
Abundant Rain Christian Fellowship Elgin, TX	\$139,000
A Nurtured World, Inc. Austin, TX	\$148,140

Note: An invitation for bid, best value method was used for this solicitation. Award was based on evaluation criteria including cost, Sample Materials and Concept, Evaluation Concept, & Demonstrated Applicable Qualifications of Firm and Staff. A copy of the bid tabulation and Group Evaluation Matrix is on file in the Purchasing Office and is on the City of Austin, FASD Purchasing Office website.

PRICE ANALYSIS

- a. Adequate competition.
- b. Five hundred ninety notices were sent, including thirty three MBE and thirty two WBE firms. Five bids were received, with no responses from the MBE or WBE firms.
- c. This is the first purchase of this type therefore no pricing history is available.

APPROVAL JUSTIFICATION

- a. Best evaluated bid received.
- b. The Purchasing Office concurs with the Austin Resource Recovery's recommended award.
- c. Advertised in the Austin American-Statesman and on the Internet.

The information contained in this bid tabulation is for information only and does not constitute actual award/execution of a contract.

**BID TABULATION
CITY OF AUSTIN
YOUTH EDUCATION CONTRACT**

BID NO. SDC0173
RX NO. 1500 12012600184
DATE: 2/17/2012
BUYER: Steve Cocke

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Ecology Action of Texas		Keep Austin Beautiful		Pollyanna Theatre Co		Abundant Rain Christian Fellowship		A Nurtured World, Inc	
City, State				Austin, TX		Austin, TX		Austin, TX		Elgin, TX		Austin, TX	
MBE/WBE													
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Start Up Costs													
1	Startup costs associated with the administration, development and design of the program.	1		\$ 18,480.00	\$ 18,480.00	\$ 3,600.00	\$ 3,600.00	\$ 22,525.00	\$ 22,525.00	\$ 30,000.00	\$ 30,000.00	\$ 8,500.00	\$ 8,500.00
2	Startup costs associated with designing and printing marketing materials for the program (all-inclusive).	1		\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 9,200.00	\$ 9,200.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
3	Startup cost associated with developing and supplying the teacher tool-kit or resource.	1		\$ 5,000.00	\$ 5,000.00	\$ 400.00	\$ 400.00	\$ 13,225.00	\$ 13,225.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
4	Development of an approved script for the program.	4		\$ 3,000.00	\$ 12,000.00	\$ 9,000.00	\$ 36,000.00	\$ 688.00	\$ 2,752.00	\$ 500.00	\$ 2,000.00	\$ 6,000.00	\$ 24,000.00
TOTAL BID for items 1-4				\$	40,480.00	\$	41,200.00	\$	47,702.00	\$	39,000.00	\$	48,500.00
Annual Costs (cost can not exceed \$100,000)													
5	Annual costs associated with the administration of the program.	1		\$ 72,380.00	\$ 72,380.00	\$ 11,700.00	\$ 11,700.00	\$ 7,680.00	\$ 7,680.00	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00
6	Annual costs associated with maintaining and supplying the teacher tool-kit or resource (if applicable)		Per	\$ 20.00	\$ 2,000.00	\$ 45.00	\$ 270.00	\$ 1,000.00	\$ 4,000.00	\$ 6.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
7	Annual costs associated with marketing the program. As an attachment, include and separate the various types of marketing for the program.	1		\$ 5,000.00	\$ 5,000.00	\$ 3,275.00	\$ 3,275.00	\$ 14,000.00	\$ 14,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
8	Cost per youth (maximum 10,000 per year)		Per	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	Cost per event (maximum 300 per year)		Per	\$ 20.00	\$ 6,000.00	\$ 270.00	\$ 81,000.00	N/A	N/A	\$ 250.00	\$ 75,000.00	N/A	N/A
10	Hourly Rate		Per	N/A	N/A	N/A	N/A	\$ 117.00	\$ 65,520.00	N/A	N/A	\$ 715.00	\$ 68,640.00
TOTAL BID for items 5-10				\$	85,380.00	\$	96,245.00	\$	91,200.00	\$	100,000.00	\$	99,640.00
TOTAL BID for items 1-10				\$	125,860.00	\$	137,445.00	\$	138,902.00	\$	139,000.00	\$	148,140.00

Prepared By: Julia Ramirez
Approved By: Steven Cocke

EVALUATION MATRIX
Youth Education Program to Introduce Students to Zero Waste
IFBBV SDC0173

EVALUATION FACTORS	# Possible Points	Ecology Action of Texas	Keep Austin Beautiful	Pollyanna Theatre Co	Abundant Rain Christian Fellowship	A Nurtured World, Inc.
Cost	35	35	32	31	31	29
Sample Materials and Concept <ul style="list-style-type: none"> <input type="checkbox"/> Description of how they will present the program to the youth. (up to 8 points) <input type="checkbox"/> Explanation of their methods to market the program and secure participating teachers, participants, etc. (up to 7 points) <input type="checkbox"/> Description of how they will develop a program for multiple grade levels. (up to 5 points) <input type="checkbox"/> Description of how they will handle multiple requests at the same time. (up to 5 points) <input type="checkbox"/> Explanation of the method of delivery for the program they will be able to provide. (up to 5 points) <input type="checkbox"/> A sample homework assignment. (up to 5 points) 	35	15	31	28	26	21
Evaluation Concept	20	11	17	18	14	12
Demonstrated Applicable Qualifications of Firm and Staff. Vendor, staff, performers, and sub-contractors experience and qualifications.	10	7	9	8	7	8
Total	100	68	89	85	78	70

* As per Section 252.049 of the Local Government Code, contents of a proposal shall remain confidential until a contract is awarded or as directed by the Texas Attorney General's Office; therefore, the matrix will include points awarded for price, but exact pricing will not be disclosed.

EVALUATION TEAM MEMBERS	
ALL SECTIONS EXCEPT COST	
	Ron Romero
	Annette Moreno
	Gena McKinley
	Courtney Black

Solicitation Type & Number: IFBBV SDC0173

Solicitation Description: YOUTH EDUCATION SERVICES

Bid Opening Date & Time: 02/17/2012 @ 2:00pm

Pre-Bid Information: NA

Vendor's Name	Rec'd By	Date & Time Rec'd
1 <u>Pollyanna Theatre Co.</u>	<u>PBA</u>	<u>2-15-12 @ 1:33pm</u> ✓
2 <u>Ecology action</u>	<u>BAG</u>	<u>2/17/12 @ 9:47am</u> ✓
3 <u>Abundant Rain Christian Fellowship</u>	<u>PBA</u>	<u>2-17-12 @ 12:03pm</u> ✓
4 <u>Keep Austin Beautiful (KAB)</u>	<u>PBA</u>	<u>2-17-12 @ 12:37pm</u> ✓
5 <u>A Mattered World</u>	<u>CO</u>	<u>2/17/12 @ 1:36pm</u> ✓
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Bids Distributed By:

Bids Received By:

Pam Dosssett

Rene J Clayton

PURCHASING OFFICE MEETING SIGN-IN SHEET

Bid No & Description: SDCS173

Meeting Date: 2-6-12

Check Type of Meeting: Pre Bid/Proposal ✓ Bid Open _____
Other: _____

Place/Room: Purchasing Office

Please Print Legibly

[illegible]

**City of Austin
Purchasing Office
Advertisements
02/06/2012**

The City of Austin Online Vendor Registration and Solicitation Advertising website has changed.

On October 1, 2011, the City installed the Vendor Connection, a replacement for the existing registration and solicitation advertising websites. This new site may be accessed at
<http://www.austintexas.gov/financeonline/finance/index.cfm>. Solicitation details and document packages are available at this website.

Bidders / Proposers are required to document efforts to solicit MBE/WBE or DBEs in the Compliance Plan. The Goals for each project and the instructions and forms for the Compliance Plan are included in the MBE/WBE or DBE Program Packet included in the solicitation. For construction contracts, the MBE/WBE or DBE Program Packet is a separately bound volume of the Project Manual.

A. CONSTRUCTION ADVERTISEMENTS - ALL CONSTRUCTION SEALED BIDS addressed to the City of Austin will be received PRIOR TO date and time indicated for the following project(s), in the **Reception Area, 2nd Floor, Suite 210, Contract Management Department(CMD), 105 W. Riverside, Austin, TX 78704**, then publicly opened and read aloud in the 2nd Floor Conference Room, Ste. 210, unless otherwise indicated in the advertisement. All Bids and compliance plans received after the time set forth will be returned to the bidder unopened. The OWNER's Official opening the Bids shall establish the time for opening of the Bids. All Bid Deposits are refundable upon return of documents within the specified time frame and in good condition, unless otherwise indicated. UNLESS OTHERWISE INDICATED, Project Manuals, Plans and Addenda may be obtained at the Contract Management Department. First time bidders are encouraged to attend the pre-bid conference to assure their understanding of Owner's bidding and contracting requirements, particularly M/WBE Procurements Program requirements. Cashiers or Certified Check Payable to the

City of Austin or acceptable Bid Bond must accompany each bid. Bidders will be required to provide Payment/Performance bonds as specified in the bidding documents. The City reserves the right to reject any and all Bids and to waive any informality in the bids received.

1. GRP 19 PH 1 REC & UTILITY ADJ

RESIDENTIAL/COLLECTOR NE REBID (CIP 8181 6207 8353). IFB 6100 CLMC283A. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan 974-7151 after 2/6/12. A refundable deposit of \$200 is required. For info: Shirin Helmi, 974-7133. A MANDATORY Vendor Conf will be held at One Texas Center, 505 Barton Springs Road, 13th Floor Directors Conference Room, Austin, TX, 78704 at 1:00P on 2/14/12. Offers due prior to 10:00A on 3/8/12. Compliance plans due prior to 2:00P on 3/8/12. Offers will be opened on 3/8/12 at 2:00P. **2. 2012 MISC. BRIDGE MAINTENANCE (CIP 8500 6207 4100).** IFB 6100 CLMC348. Pickup bid docs at OTC, Suite 760, Austin, TX 78704, Gabriel Stan 974-7151 after 2/6/12. A refundable deposit of \$25 is required. For info: Allison Dietzel, 974-7098. A MANDATORY Vendor Conf will be held at OTC, 505 Barton Springs Rd, 3/FI., Suite 325, Austin, TX 78704 at 11:00A on 2/16/12. Offers due prior to 10:30A on 3/1/12. Compliance plans due prior to 2:30P on 3/1/12. Offers will be opened on 3/1/12 at 2:30P. **3. WALLER CREEK TUNNEL PROJECT WALLER BEACH SITE IMPRV OUTLET (CIP 4972 6307 3904).** IFB 6100 CLMC352. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan 974-7151 after 1/30/12. A refundable deposit of \$100 is required. For info: Gary Jackson, 974-7115. A MANDATORY Vendor Conf will be held at Field Office, 60 Rainey Street, Austin, TX, at 1:00P on 2/8/12. Offers due prior to 11:00A on 2/23/12. Compliance plans due prior to 3:00P on 2/23/12. Offers will be opened on 2/23/12 at 3:00P. **4. GOVALLE TUNNEL CENTRALIZED ODOR CONTROL PH 1 & 2 (CIP 4480 2307 8494).** IFB 6100 CLMC356. Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 1/23/12. A refundable deposit of \$100 is required. For info: Jon Thompson, 974-1507. A MANDATORY Vendor Conf will be held at Waller Creek Center - First Floor, Conf Room 104, 625 E. 10th Street, Austin, Texas 78701 at 10:30A on 1/31/12. Offers due prior to 10:00A on 3/1/12. Compliance plans due prior to 2:00P on 3/1/12. Offers will be opened on 3/1/12 at 2:00P.

B. CENTRAL PURCHASING ADVERTISEMENTS.

Solicitations will be issued, and sealed bids or proposals may be received at the **Purchasing Office, Municipal Building, 124 W. 8th St., 3rd floor, Rm 308/310, telephone number (512) 974-2500, Austin, TX** until the dates and times specified in the solicitation documents for the following item(s):

1. COLD WATER METERS, TURBINE IFB 2200 STA0261, due 2/14/12. **2.** CUSTODIAL SUPPLY AGREEMENT IFBBV 7400 CB30070, due 2/15/12. **3.** PARTS AND REPAIR SERVICES IFBBV 7800 SSC0083, due 2/15/12. **4.** YOUTH EDUCATION SERVICES IFBBV 1500 SDC0173, due 2/17/12. **5.** ROLL-UP TRAFFIC SIGNS, STANDS, AND ACCESSORIES IFB 6200 BKH0132, due 2/21/12. **6.** 4-MONTH CONTRACT FOR SXCF GREASE AT DAVIS IFB 2200 JSD0006, due 2/22/12. **7.** LIQUID PHOSPHATE BULK FOR DAVIS AND ULLRICH IFB 2200 JSD0007, due 2/22/12. **8.** LIQUID SULFUR DIOXIDE IN 1-TON CYLINDERS FOR SAR AND WCWWTP IFB 2200 JSD0008, due 2/22/12. **9.** PRINTING SERVICES IFBBV 5800 JSD0212, due 2/23/12. **10.** LEGAL SERVICES-ATTORNEY - BOND COUNSEL RFQS 5700 JSD0510, due 2/23/12. **11.** TOWING SERVICE FOR PWD, STREET & BRIDGE OPERATIONS, CIP IFB 6200 BKH0137, due 2/28/12. **12.** OEM PARTS FOR FORD MEDIUM AND HEAVY DUTY VEHICLES IFBBV 7800 SSC0084, due 02/28/12. **13.** AUSTIN-BERGSTROM INTERNATIONAL AIRPORT INFORMATION TECHNOLOGY MASTER PLAN RFP 8100 BKH0135, due 02/28/12. **14.** AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE IFB 7800 SSC0207, due 02/29/12. **15.** MEDICAL SUPPLIES IFBBV 9300 CEA0015, due 02/29/12. **16.** SELF-FUNDED MED.PROG.STOP-LOSS COVERAGE, PHARMACY BENEFIT MG RFP 5800 JSD0120, due 03/16/12.

THE CITY OF AUSTIN HEREBY NOTIFIES ALL OFFERORS THAT IN REGARD TO ANY CONTRACT ENTERED INTO PURSUANT TO THIS ADVERTISEMENT, MINORITY BUSINESS ENTERPRISES WILL BE AFFORDED EQUAL OPPORTUNITIES TO SUBMIT OFFERS IN RESPONSE TO THIS INVITATION AND WILL NOT BE DISCRIMINATED AGAINST ON THE GROUNDS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR DISABILITY IN CONSIDERATION FOR AN AWARD.



INVITATION FOR BID BEST VALUE

PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Youth Education Program to Introduce Students to Zero Waste

IFB No.: SDC0173

Addendum No. 1

Date of Addendum: February 13, 2012

1.0 Please incorporate the revisions to the supplemental purchase provisions (0400), & bid sheet (0600) (attached) into the above referenced Invitation for Bid Best Value. **Any bid sheets submitted other than the attached sheet, revised 2/13/2012, will be deemed non-responsive and not be considered for evaluation.**

2.0 **Scope of Work:** section 3.1.1 reads:

The program must be designed to reach youth in grades K-12. Four programs are needed to reach target audiences: K-3, 4-5, 6-8, and 9-12.

Moving the 3rd grade with 4th – 5th grades is an acceptable option.

3.0 Link for Austin Resource Recovery composting program:

<http://www.austintexas.gov/departments/composting>

4.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke

Steve Cocke, Buyer II

Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR 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: Steve Cocke, Buyer II
DATE: 1/25/2012

SUBJECT: Approval to use Zero Goals for Solicitation No. SDC0173

Project Name: Youth Education Program to Introduce Students to Zero Waste
Commodity
Code(s): 91838 Education and Training Consulting
Estimated Value: \$150,000 (Annually)

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2035.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons:

There are no subcontracting opportunities. This is a consultant program to provide students to go to zero waste.

Amelia D.
Veronica Lara, Director
cc: Lorena Resendiz
on behalf of

Date: 1/25/2012



REQUISITION

RQS CITY MULTI

PAGE NO: 1
REFERENCE NUMBER: RQM 1500 12012600184
P.O DATE: 01/26/12

V
E
N
D
O
R

S
H
I
P

T
O

SEE COMMODITY LINE FOR
SHIP TO INFORMATION

B
I
L
L

T
O

SEE COMMODITY LINE FOR
SHIP TO INFORMATION

Requestor: Ron Romero, 974-4353
Buyer: See Solicitation, 512-974-2500

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standard.htm> OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
------	----------	------	---	------------	-----------------

1			Commodity: 91838 Education and Training Consulting	\$.00	\$.00
---	--	--	---	--------	--------

Solicitation No: @PO_DOC_COMM_SO_DOC_CD. @PO_DOC_COMM_SO_DOC_DEPT_CD. @PO_DOC_COMM_SO_DOC_ID.

Ship To: Solid Waste Services Dept
1520 Rutherford Lane

Bill To: Solid Waste Services Dept
PO BOX 1088

Austin, TX 78754

Austin, TX 78767-8865

Order Total: \$.00

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date