Amendment No.8
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective October 14, 2018 to October 13, 2019. Zero option remains.

2.0 The total contract amount is increased by an estimated revenue of $86,310.00. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: Est. Rev. Amount 10/14/2013 – 10/13/2016	$258,930.00	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$0.00	$258,930.00
Amendment No. 2: Price Decrease 09/29/14	$0.00	$258,930.00
Amendment No. 3: Price Decrease 12/4/14	$0.00	$258,930.00
Amendment No. 4: Price Decrease 1/23/15	$0.00	$258,930.00
Amendment No. 5: Price Decrease 1/23/15	$0.00	$258,930.00
Amendment No. 6: Option #1 Est. Rev. Amount 10/14/16 – 10/13/17	$86,310.00	$345,240.00
Amendment No. 7: Option #2 Est. Rev. Amount 10/14/17 – 10/13/18	$86,310.00	$431,550.00
Amendment No. 8: Option #3 Est. Rev. Amount 10/14/18 – 10/13/19	$86,310.00	$517,860.00

3.0 MBE/WBE goals do not apply to 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: Calvin Haire

Vertex Energy
dba: H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660
Calvin@hhrecycling.com
512-845-7214

Signature: Lynell Goskin-Brown 10-12-18

Erin D'Vincent
Procurement Supervisor
City of Austin
Purchasing Office

Amendment No.7
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective October 14, 2017 to October 13, 2018. One option remains.

2.0 The total contract amount is increased by an estimated revenue of $86,310.00. The total contract authorization is recapped below.

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: Est. Rev. Amount 10/14/2013 – 10/13/2016	$258,930.00	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$0.00	$258,930.00
Amendment No. 2: Price Decrease 09/29/14	$0.00	$258,930.00
Amendment No. 3: Price Decrease 12/4/14	$0.00	$258,930.00
Amendment No. 4: Price Decrease 1/23/15	$0.00	$258,930.00
Amendment No. 5: Price Decrease 1/23/15	$0.00	$258,930.00
Amendment No. 6: Option #1 Est. Rev. Amount 10/14/16 – 10/13/17	$86,310.00	$345,240.00
Amendment No. 7: Option #2 Est. Rev. Amount 10/14/17 – 10/13/18	$86,310.00	$431,550.00

3.0 MBE/WBE goals do not apply to 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: Calvin Heine

Vertex Energy
dba: H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660
Calvin@hhrecycling.com
512-845-7214

Signature: Linell Goodin-Brown
10/5/17

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office

Amendment No.6
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective October 14, 2016 to October 13, 2017. Two options remain.

2.0 The total contract amount is increased by an estimated revenue of $86,310.00. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/14/2013 – 10/13/2016	$258,930.00	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$0.00	$258,930.00
Amendment No. 2: Price Decrease 09/29/14	$0.00	$258,930.00
Amendment No. 3: Price Decrease 12/4/14	$0.00	$258,930.00
Amendment No. 4: Price Decrease 1/23/15	$0.00	$258,930.00
Amendment No. 5: Price Decrease 1/23/15	$0.00	$258,930.00
Amendment No. 6: Option #1 10/14/16 – 10/13/17	$86,310.00	$345,240.00

3.0 MBE/WBE goals do not apply to 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: Calvin Heine

10-7-2016

Vertex Energy
dba: H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660

Signature: Linell Goodin-Brown

Linell Goodin-Brown, Contract Compliance Supervisor 10-7-16
City of Austin
Purchasing Office

Amendment No.5
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The City hereby accepts the price reduction for the Sale of Waste Oil to $0.03 per gallon based on the 3% Gulf Coast Platts drop from January 2016 price of $37.56 to current price of $17.92.

2.0 The total contract amount is increased by $0. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/14/2013 – 10/13/2016	$258,930.00	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$0.00	$258,930.00
Amendment No. 2: Price Decrease 09/29/2014	$0.00	$258,930.00
Amendment No. 3: Price Decrease 12/4/2014	$0.00	$258,930.00
Amendment No. 4: Price Decrease 1/23/2015	$0.00	$258,930.00
Amendment No. 5: Price Decrease 1/20/2016	$0.00	$258,930.00

3.0 MBE/WBE goals do not apply to 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: Calvin Heine

H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660

Signature: M Moore 1/20/16

Marian Moore, Buyer II
City of Austin
Purchasing Office

Amendment No.4
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The City hereby accepts the price reduction for the Sale of Waste Oil to $0.10 per gallon based on the 3% Gulf Coast Platts drop from October 2013 price of $94.57 to current price of $37.56.

2.0 The total contract amount is increased by $0. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/14/2013 – 10/13/2016	$258,930.00	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$0.00	$258,930.00
Amendment No. 2: Price Decrease 09/29/14	$0.00	$258,930.00
Amendment No. 3: Price Decrease 12/4/14	$0.00	$258,930.00
Amendment No. 4: Price Decrease 1/23/15	$0.00	$258,930.00

3.0 MBE/WBE goals do not apply to 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: Colin Heine

H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660

Signature: 1/26/15

Jonathan Dalchau, Senior Buyer
City of Austin
Purchasing Office

Amendment No.3
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The City hereby accepts the price reduction for the Sale of Waste Oil to $0.45 per gallon based on the 3% Gulf Coast Platts drop from October 2013 price of $94.57 to current price of $56.56.

2.0 The total contract amount is increased by $0. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/14/2013 – 10/13/2016	$258,930.00	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$0.00	$258,930.00
Amendment No. 2: Price Decrease 09/29/14	$0.00	$258,930.00
Amendment No. 3: Price Decrease 12/4/14	$0.00	$258,930.00

3.0 MBE/WBE goals do not apply to 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: Calvin Heine 12-9-2014

H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660

Signature: 12/10/2014

Jonathan Dalchau, Senior Buyer
City of Austin
Purchasing Office

Amendment No.2
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The City hereby accepts the price reduction for the Sale of Waste Oil to $1.03 per gallon based on the 3% Gulf Coast Platts drop from October 2013 price of $94.57 to current price of $86.54.

2.0 The total contract amount is increased by $0. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/14/2013 – 10/13/2016	$258,930.00	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$0.00	$258,930.00
Amendment No. 2: Price Decrease 09/29/14	$0.00	$258,930.00

3.0 MBE/WBE goals do not apply to 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: Calvin Heim

H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660

Signature: 10/3/14

Jonathan Dalchau, Senior Buyer
City of Austin
Purchasing Office

Amendment No.1
of
Contract No. NR140000001
for
Sale of Waste Oil
between
Vertex Energy, Inc. dba H&H Oil Company
and the
City of Austin

1.0 The following items have been changed to reflect the addition of the Austin Resource Recovery Department as a user of the referenced contract.

1.1 Reference from 0400 Supplemental Purchase Provisions, Paragraph 7. PAYMENT. Add the following to paragraph 7.4, Payments for all goods shall be made to the following addresses:

Department	Austin Resource Recovery Dept.
Attn:	ARR Finance
Address	P.O. Box 1088
City, State, Zip	Austin, Texas 78767
Contact	Corey Elizabeth
Phone No.	(512) 974-4304
Email	elizabeth.corey@austintexas.gov

1.2 Reference Section 0505 and add the following service facility:

City of Austin, Austin Resource Recovery Dept.
Household Hazardous Waste Facility
2514 Business Center Drive
Austin, TX 78744

Contact: Donald Hardee
Phone: 512-974-4345
Email: donald.hardee@austintexas.gov

2.0 Services shall be provided in accordance with the H&H Oil quote submitted on 8/12/2013.

3.0 The total contract amount is increased by $0. The total contract authorization is recapped below:

Term	Total Authorized Contract Revenue
Basic Term: 10/14/2013 – 10/13/2016	$258,930.00
Amendment No. 1: The addition of Austin Resource Recovery Department as user of referenced contract	$258,930.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 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.

6.0 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: Calvin Heine

H&H Oil, LP
20909 FM 685
Pflugerville, TX 78660

Signature:

Jonathan Dalchau, Senior Buyer
City of Austin
Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Vertex Energy Inc. dba H&H Oil Company ("Contractor")
for
Sale of Waste Oil and Filters
NR140000001

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 H&H Oil Company having offices at Pflugerville, TX 78660 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 IFB JRD0000.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB) - Sale, JRD0000 for Sale of Waste Oil and Filters including all documents incorporated by reference

1.1.3 H&H Oil Company Offer, dated 8/12/2013, including subsequent clarifications

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

1.2.1 This Contract

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

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

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

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

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

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

H&H OIL COMPANY

CALVIN HEINE
Printed Name of Authorized Person

Calvin Heine
Signature

Account Director
Title:

Oct. 14 - 2013
Date:

CITY OF AUSTIN

Jonathan Dalchau
Printed Name of Authorized Person

Signature

Buyer II
Title:

10/14/2013
Date:

C. Danielle Lord
Printed Name of Authorized Person

Signature

Corporate Contract Compliance Manager
Title:

10/14/13
Date:

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

October 9, 2013

Vertex Energy Inc. (H&H Oil Company)
Calvin Heine
20909 FM 685
Pflugerville, TX 78660

Dear Mr. Heine:

The City of Austin has approved the award and execution of a service contract with H&H Oil Company for the Sale of Waste Oil and Filters in accordance with solicitation JRD0000.

Responsible Department:	Fleet Services
Department Contact Person:	Hazel Black
Department Contact Email Address:	hazel.black@austintexas.gov 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-1751
Project Name:	Sale of Waste Oil and Filters
Contractor Name:	Vertex Energy Inc. (H&H Oil Co.)
Contract Number:	NR140000001
Contract Period:	10/03/2013 – 10/02/2016
Contract Period Amount	$258,930
Extension Options:	Three 12-month options
Requisition Number:	7800 - 13070300472
Solicitation Number:	JRD0000
Agenda Item Number:	28
Council Approval Date:	10/3/2013

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

Sincerely,

Jonathan Dalchau, Buyer II
Purchasing Office

CC: Matt Samaripa, Hazel Black

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

Offer Sheet

SOLICITATION NO: IFB JRD0000

DATE ISSUED: July 22, 2013

REQUISITION NO.: 7800 13070300472

COMMODITY CODE: 99874

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Buyer Name: Jonathan Dalchau
Buyer II
Phone: (512) 974-2938
jonathan.dalchau@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Sale of Waste Oil and Filters

BID DUE PRIOR TO: 2:00 PM, Tuesday, August 13, 2013

BID OPENING TIME AND DATE: 2:15 PM, Tuesday, August 13, 2013

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

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm#BIDOPENINGWEBINAR

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 8th 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 1 SIGNED COPY OF OFFER

OFFER SUBMITTED BY

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

Calvin Heine
Signature of Person Authorized to Sign Offer

CALVIN HEINE ACCOUNT DIRECTOR
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [redacted]

Date: 8/12/2013

Company Name: H+H OIL

Address: 20909-FM-685

Email Address: CALVIN@HHRECYCLING

City, State, Zip Code Pflugerville, TX. 78660

Phone No. (512) 990-1498

Fax No. (512) 990-1388

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SPECIFICATION	3
0505	LOCATIONS	2
0600	BID SHEET	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
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: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

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

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

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

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

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

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

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

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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.

13. **PAYMENT:**

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

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

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

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

15. **FINAL PAYMENT AND CLOSE-OUT:**

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

17. **RIGHT TO AUDIT:**

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

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS:**

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

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY – PRICE:**

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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

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

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

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

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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

31. **INDEMNITY:**

A. Definitions:

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

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

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

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

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

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

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

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

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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

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

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

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

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

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SALE OF WASTE OIL AND DISPOSAL OF USED OIL/FUEL FILTERS
AND USED FLOOR DRY

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 1:00 PM Central Time, on Tuesday August 6th, 2013. Please send to Jonathan Dalchau by email: jonathan.dalchau@austintexas.gov or fax: 512-974-2388.

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

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

      2.1.1. 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.

      2.1.2. 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.

      2.1.3. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      2.1.4. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

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

      2.2.1. 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.

         2.2.1.1. The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            2.2.1.1.1. Waiver of Subrogation, Form WC 420304, or equivalent coverage
            2.2.1.1.2. Thirty (30) day Notice of Cancellation, Form WC 420601, or equivalent coverage

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

2.2.2.1. The policy shall contain the following provisions:
2.2.2.1.1. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
2.2.2.1.2. Contractor/Subcontracted Work.
2.2.2.1.3. Products/Completed Operations Liability for the duration of the warranty period.

2.2.2.2. The policy shall also include these endorsements in favor of the City of Austin:
2.2.2.2.1. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
2.2.2.2.2. Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
2.2.2.2.3. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

2.2.3. 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.

2.2.3.1. The policy shall include these endorsements in favor of the City of Austin:
2.2.3.1.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
2.2.3.1.2. Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
2.2.3.1.3. The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

2.2.5.1. City of Austin shall be added as a loss payee.

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

3. TERM OF CONTRACT

3.1. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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

3.3. 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 3.1 above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36-MONTH CONTRACT

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST THREE (3) MONTH PERIOD

4. **PRE-AWARD**

4.1. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

5. **POST-AWARD**

5.1. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.

5.2. The City may perform site visits during the term of the Contract to verify that the Contractor, or the Contractor's Subcontractor, has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

6. **PICKUP REQUIREMENTS**

6.1. Pick up shall be made as specified in the Statement of Work Section 0500. See Section 0505, for pick up locations and point of contact.

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

6.3. The City reserves the right to add or delete additional pick up locations.

7. **PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

7.1. Payment for Goods shall be due, without billing or prompting by the City, within thirty (30) calendar days from the date of pick up. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate or one percent per month.

7.2. Contractor shall automatically – without billing or prompting by the City -- remit payment for all products picked up from all City locations within 30 days from the date of pick-up..

7.3. Failure to remit payments timely may be considered as a cause for the City to terminate the agreement with the Contractor.

7.4. Payments for all goods shall be made to the following addresses :

Department	Fleet Services Dept.	Austin Water Utility Dept.
Address	1190 Hargrave Street	625 E. 10th ST, Suite 500
City, State, Zip	Austin, Texas 78702	Austin, Texas 78701
Contact	Hazel Black	Henrietta Melgar
Phone No.	(512) 974-1793	(512) 972-3045

8. HAZARDOUS MATERIALS

8.1. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

8.2. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

8.3. The MSDS, instructions and information required in paragraph "9.1"must be included with each shipment under the contract.

9. PRICING REQUIREMENTS

9.1. A *representative sample of items* is listed on the Bid sheet, Section 0600, for evaluation purposes.

9.2. Multiple contract awards may be made between a cooperative and the lowest, responsive and responsible bidder for either the entire contract, the majority of the contract, or select line items as indicated in paragraph 1 of Section 0500.

9.3. All Offerors must submit firm fixed pricing on all items that are listed on the Bid sheet.

9.4. **Failure to bid all the line items on the Bid sheet, Section 0600 of the solicitation, may disqualify an Offeror as "non-responsive" and Offeror will not be considered for award of this Contract.**

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

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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:

10.2.1.1. 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
10.2.1.2. Time and date of week when employee's workweek begins
10.2.1.3. Hours worked each day and total hours worked each workweek
10.2.1.4. Basis on which employee's wages are paid
10.2.1.5. Regular hourly pay rate
10.2.1.6. Total daily or weekly straight-time earnings
10.2.1.7. Total overtime earnings for the workweek
10.2.1.8. All additions to or deductions from the employee's wages
10.2.1.9. Total wages paid each pay period
10.2.1.10. Date of payment and the pay period covered by the payment

10.5. 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:

10.5.1. The employee's name and job title
10.5.2. A statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour
10.5.3. A statement certifying that the employee is offered a health care plan with optional family coverage

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

10.7. 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.

10.8. 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 17.4 above to verify compliance with this provision.

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

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

11.2. 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.

11.3. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

11.4. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

12. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

12.1. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

12.2. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

12.3. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

13. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

13.1. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

13.2. Mail the Purchasing Office Copy of the report to the following address:

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SALE OF WASTE OIL AND DISPOSAL OF USED OIL/FUEL FILTERS
AND USED FLOOR DRY

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

14. ESCALATION

Contractor shall submit, as part of the initial bid or proposal, the version of the Producer Price Index for Lubricating and similar oils (the "index") current as of the date of the Contractor's bid. Prices shown in this contract shall remain firm for the first three (3) month of the contract period. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor, subject to the following considerations:

14.1. Price Decreases

Requests for price decreases must be made in writing and submitted to the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and shall include the following documentation:

14.1.1. The effective date of the proposed decrease

14.1.2. Contractor shall submit, as a part of the request, the version of the Producer Price Index (e.g.) (Industry/Product name/code (the "Index")) current as of the date of the Contractor's Offer; and a copy of the index for the most current period. The following index is in effect as of the date of the solicitation:

Series Id: WPU057604
Not Seasonally Adjusted
Area: Fuels and related products and power
Item: Lubricating and similar oils
Base Period: 198506

14.2.1. Proposed price decreases must be solely for the purpose of accommodating increases in the Contractors costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

14.2.2. Requests for price decreases shall be submitted for approval to the City's Purchasing Office within thirty (30) days prior to requested effective date of price decrease. The City will have thirty (30) calendar days to review and approve/disapprove the requested price decrease.

14.2.3. The percentage change between the prevailing price and the requested price decrease shall not exceed the percentage change between the Producer Price Index that was in effect at the beginning of the existing contract period and the one in effect at the time of request for price decrease. Vendor must send monthly to the Contract Managers, a nationwide printed report of escalating/decreasing prices.

14.2.4. Proposed price increases may be offered to the City at any time, and become effective upon acceptance unless a different effective date is specified by the Contractor. Price increase offers may also be subject to negotiation if it appears that the increase offered is less than that which would be justified by the relationship of the current index to the index in effect at the beginning of the current review period.

14.2.5. Price increases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have thirty (30) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested increase, the increase will take effect immediately. Should the Contractor not agree with the requested increase, the City may maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

14.2.6. Since the perceived need for price decreases may be due in whole or in part to factors other than index changes, the City will consider fully documented increase requests which include complete descriptions and analyses of other factors which, in the Contractor's opinion, justify price decreases for one or more line items in the contract. If index changed are responsible in part for the requested change, those changes shall be documented as previously described.

15. **PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (see also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

16. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Statement of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

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

17.1. 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.

17.2. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal Agreement.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SALE OF WASTE OIL AND DISPOSAL OF USED OIL/FUEL FILTERS
AND USED FLOOR DRY

18. **CONTRACT MANAGER**

18.1. 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:

Hazel Black, Contract Compliance Specialist Senior – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1751 or Email: hazel.black@austintexas.gov

18.2. 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 STATEMENT OF WORK
FOR SERVICES FOR
SALE OF WASTE OIL AND DISPOSAL OF USED OIL/FUEL FILTERS
AND USED FLOOR DRY

1. PURPOSE

1.1 This Invitation for Bid (IFB) is to establish a Contract with a single qualified vendor able to provide services for the collection, transportation, and provision for the re-use/recycling of the City's used oil, and for the disposal of used filters for City of Austin ("City"). A Contract will be awarded to provide services for collection and recycling of the City's used oil, filters, and used floor dry as stipulated in this solicitation.

1.2 The Contract will be utilized by the Fleet Services Department and Austin Water Utility Department. The City reserves the right to allow other City Departments to utilize the Contract.

1.3 The City intends to solicit bids in response to this IFB and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).

1.4 It is the City's preference to award a single contract for the used oil and filter collection, recycling and disposal needs of Fleet Services and Austin Water Utility. However, if the cooperative purchasing pricing offers better revenue than the bid prices received, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the best-responsive and responsible bidder. Award may be based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2. CONTRACTOR QUALIFICATIONS

2.1. The Contractor shall comply with all Federal and State regulations relating to the pickup, transportation, and disposal of oil and filters. The Contractor shall have all necessary Federal, State and local permits as required: http://www.tceq.texas.gov/permitting/business_permitting.html, http://www.tceq.texas.gov/permitting/registration/used_oil/, http://www.tceq.texas.gov/permitting/registration/used_oil/handlers.html

2.2. The Contractor shall submit with their bids written copies of proposed transporter's registrations and certifications with EPA and refiner's license for services to be provided to the City under the contract.

2.3. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current customers. Professional references shall be on suppliers' letterhead and shall provide pertinent information regarding the relationship, such as the length of time the Contractor has worked with the supplier.

3. CONTRACTOR'S RESPONSIBILITIES FOR SERVICES

3.1. The Contractor shall pick up and transport used oil and used filters from any City location within two (2) working days of notification by the City. A State of Texas Uniform Hazardous Waste Manifest must be delivered to City personnel at the time of pick up.

3.2. The Contractor shall transport used oil and filters to a registered processor, storage facility, permitted disposal facility, or a refining, recycling facility for these products.

3.3. The Contractor shall furnish the City's Fleet Service Centers with clean, serviceable 55-gallon containers to collect and temporarily store oil and filters. Containers must comply with all applicable laws and regulation. The number of containers required shall be determined by the City's Service Center Managers.

3.4. The Contractor shall ensure that his/her vehicle operators or subcontracted transport's vehicle operators who pick up and transport used oil and filters from the City's locations have an appropriate Commercial Driver's License (CDL) in accordance with the laws of the State of Texas.

3.5. The Contractor will be responsible for any spills of waste oil or other fluids caused by the contractor's representative(s) when picking up oil and the contractor's representative shall clean up filter containers immediately. This includes spills or leakage from contractor-provided storage containers. The contractor's representative shall have the resources available on their vehicles to properly cleanup any spilled liquids.

3.6. The Contractor shall provide the City with copies of all required permits, licenses, etc. prior to beginning work under this contract. Work may not begin until this has been completed.

4. CITY'S RESPONSIBILITIES

4.1. The City employees shall drain all filters before placing them in contractor's storage and collection containers.

4.2. Unless informed otherwise, used filters will not be crushed at the time of pickup by the contractor.

4.3. The Waste oil shall be collected and stored by City facilities. To the best of the ability of the City, waste oil shall be free of other vehicle fluids such as antifreeze, water, and other non-petroleum based fluids and materials.

4.4 The following table shows the estimated numbers of barrels/containers of used filters and oil, and for used bulk quantities of used oil, which will be generated monthly by each City facility. These are approximate estimates only.

City Facility	Barrels of Used Filters (55-Gallon Drums)	Number of Used Oil (55-Gallon Drums)	Bulk Used Oil (Gallons)
Service CTR #1	11 Drums		1000
Service CTR #5	1 Drum		500
Service CTR #6	2 Drums		300
Service CTR #8	5 Drums		500
Service CTR #11	2 Drums		1000
Service CTR #12	4 Drums		800
Service CTR #13	2 Drums		75
Hornsby Bend	1 Drum		100
Ullrich Water TP	1 Drum	4 Drums	
Davis Water TP	1 Drum		12
New Water TP #4	1 Drum	2 Drum	
Walnut WW TP	2 Drums	14 Drums	
S. Austin Regional WW TP	1 Drum		2
Totals	33 Drums	28 Drums	4289

4.5. Tank capacities for City locations are shown in the following table.

City Facility	Tank #1 (Gallons)	Tank #2 (Gallons)	Tank #3 (Gallons)	Tank #4 (Gallons)
Service CTR #1	500	500	500	500
Service CTR #5	500			
Service CTR #6	500			
Service CTR #8	500			
Service CTR #11	500	500		
Service CTR #12	400			
Service CTR #13	500	250		
Hornsby Bend	300			
Ullrich Water TP	n/a	n/a	n/a	n/a
Davis Water TP	550			
New Water TP #4	n/a	n/a	n/a	n/a
Walnut WW TP	n/a	n/a	n/a	n/a
S. Austin Regional WW TP	300	300		

4.6. Service Center managers or other City designated personnel will notify the contractor when filters and oil are ready for pickup.

5. WORK HOURS

The City will not pay off-shift rates. Off-shift hours are any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.

6. MILEAGE

Mileage is not reimbursable, and shall not be billed.

CITY OF AUSTIN
FLEET SERVICES
PICK UP LOCATIONS AND POINTS OF CONTACT

Service Center #1 Gregg Redden, Acting Manager 6301-A Harold Court Austin, Texas 78721 servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233	**Parts Room - Service Center #1** **Amy Arredondo, Stores Coordinator** (512) 974-3029 Harold Terry (512) 974-1763 Jose Herrera (512) 974-1772 Email: firstname.lastname@austintexas.gov
Service Center #5 Steve Yost, Manager 714 East 8th Street Austin, TX 78701 servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903	**Parts Room - Service Center #5** **Darryl Wesley, Stores Coordinator** (512) 974-1889 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974-1813 Email: firstname.lastname@austintexas.gov
Service Center #6 Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702 servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156	**Parts Room - Service Center #6** **Gina Vasquez, Stores Coordinator** (512) 974-1857 Daniel, Ramirez (512) 974-1743 Email: firstname.lastname@austintexas.gov
Service Center #8 James Teague, Manager 4411-D Meinardus Austin, TX 78745 servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524	**Parts Room - Service Center #8** **Daniel Dominguez, Stores Coordinator** (512) 974-1759 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687 Email: firstname.lastname@austintexas.gov
Service Center #11 Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721 servicecenter11@austintexas.gov Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055	**Parts Room - Service Center #11** **Mike Maharidge, Stores Coordinator** (512) 974-9022 Rey Degollado (512) 974-4319 Email: firstname.lastname@austintexas.gov
Service Center #12 Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744 servicecenter12@austintexas.gov Main Tel. No.: (512) 974-4327 / Fax No.: 512) 974-4328	**Parts Room - Service Center #12** **Mike Maharidge, Stores Coordinator** (512) 974-9022 Edward Kinch (512) 974-9020 Email: firstname.lastname@austintexas.gov
Service Center #13 Randy Crawford, Manager 2412 Kramer Lane, Bldg A Austin, TX 78758 servicecenter13@austintexas.gov Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968	**Parts Room - Service Center #13** **Glenn Iosbaker, Stores Coordinator** (512) 491-3957 glenn.iosbaker@austintexas.gov

CITY OF AUSTIN
FLEET SERVICES
PICK UP LOCATIONS AND POINTS OF CONTACT

Hornsby Bend Ed Simpson, TP Diesel Mech. 2210 S. FM 973 Austin, TX 78725 servicecenter1@austintexas.gov Main Tel. No.: (512) 972-1991 (512) 554-2332	**Fleet Administration – Safety** **Jo-Ann Cowan, Occupational Health & Safety Spec Sr.** 1190 Hargrave Street Austin, TX 78702 jo-ann.cowan@austintexas.gov Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549
Materials Control 6301-K Harold Court Austin, Texas 78721 **John Christofferson, Materials Control Manager** 512-974-1750 Email: john.christofferson@austintexas.gov **Lonnie Jones, Materials Control Supervisor,** Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: lonnie.jones@austintexas.gov **Henry Guerra, Materials Control Supervisor** Parts Rooms 8, 11, 12 (512) 974-1547 Email: henry.guerra@austintexas.gov	**Fleet Administration - Contracts & Contract Compliance** 1190 Hargrave Street Austin, TX 78702 **Matt Samaripa, Contract Compliance Supervisor** (512) 974-3527 **Hazel Black, Contract Compliance Specialist Sr.** (512) 974-1751 Fax: (512) 974-9170 **Paige McDonald, Contract Compliance Associate** (512) 974-1768 fleetcompliance@austintexas.gov Fax No.: (512) 974-1769

AUSTIN WATER UTLILTY
PICK UP LOCATIONS AND POINT OF CONTACT

Davis Water Treatment Plant Richard Everton (512) 972-1730 3500 W.35th ST. Austin, TX 78703 Richard.everton@austintexas.gov Main Tel. No.: (512) 972-1700 New Water Treatment Plant #4 Brian Spencer (512) 972-1832 6800 N. FM 620 Austin, TX 78726 Brian.spencer@austintexas.gov Main Tel. No.: (512) 972-1800 South Austin Regional Water Treatment Plant Randall Swenson (512) 972-0601 13009 Farwell Lane Austin, TX 78767 Randall.swenson@austintexas.gov Main Tel No.: (512) 972-0601	Ullrich Water Treatment Plant Terry Delaney (512) 972-1801 1000 Forest View Drive Austin, TX 78724 Terry.delaney@austintexas.gov Main Tel No. (512) 972-1800 Walnut Waste Water Treatment Plant Mike Welch (512) 972-1428 7113 FM 969 Austin, TX 78724 Mike.welch@austintexas.gov Main Tel No.: (512) 972-1428

BID SHEET
CITY OF AUSTIN ("CITY") - FLEET SERVICES
SALE OF WASTE OIL AND DISPOSAL OF USED OIL/FUEL FILTERS AND USED FLOOR DRY

Solicitation No.: IFB-SALES JRD0000

BIDDERS REQUIREMENT: Bidders are to submit an attachment to this Bid Sheet explaining how the services will be provided to the City with details on use of transporters and / or refiners.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. Please provide pricing for the following line items. The prices shall include all costs for labor, equipment, transportation, supervision as necessary, and any others costs involved in providing the services to the City of Austin for collection, transportation, disposal of used oil, used fuel filters, used floor dry, and all services described in the specification. Evaluation and recommendation for award will be based on the highest, responsive bid for the total of line items 1 & 2. The City will award all line items to one vendor.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide to historical usage. Actual purchases may vary.

SECTION 1 -- SALE OF PRODUCT

#	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Amount Contractor ***will pay*** the City of Austin for each 55-gallon drum of used oil, which it will pick up, transport and provide for recycling.	600	DRUM	$ 1.37 GAL.	$ 45,210.00
2	Amount Contractor ***will pay*** the City of Austin per gallon drum of used oil,in the quantities of 150 gallons or more, which it will pick up, transport and provide for recycling.	30,000	GAL	$ 1.37 GAL.	$ 41,100.00
3	Used Oil Filters N/C | Floor Dry 15.00 per 55 GAL Drum chg		TOTAL BID	$ 1.37 GAL.	$ 86,310.00

SECTION 2-- CONFIRMATION OF REQUIREMENTS/PREFERENCES

4	Are you currently certified with EPA and have refiners license for this service?	✓ YES	o NO
5	Do you have current transporter's registration for this type of service for this contract?	✓ YES	o NO
6	Do you have the current necessary Federal, State and local permits to perform the services for this contract?	✓ YES	o NO
7	Can provide the 55 Gallon Drums that are required to perform the services for this contract?	✓ YES	o NO

BIDDER'S BEST DELIVERY IS NEXT DAY CALENDAR DAYS AFTER RECEIPT OF ORDER

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: Bob Tail Tanker Trucks.

Note: The contractor for this effort will be required to pick up and dispose of used filters at no cost to the City. The City recognizes that there are costs associated with this activity, but those costs must be reflected in the amount bid for used oil. The City recognizes and accepts that under these circumstances, the amount it receives for used oil may be less than it would be if the City were paying for the pickup and disposal of used filters and used floor dry.

Vendor's Statement: I have read and I understand the specification from the City of Austin for the collection, transportation and disposal of used oil, used oil filters, used fuel filter, and used floor dry from the City of Austin. I hereby agree to the requirements contained in the specification and submit the above prices for the requested services.

COMPANY NAME: H + H Oil

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Calvin Heine

PRINTED NAME: CALVIN HEINE

EMAIL ADDRESS: CALVIN@hhrecycling

City of Austin

Purchasing Office

Local Business Presence Identification Form

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	H + H Oil					
Address	20909. FM. 685 Pflugerville, Tx. 78660					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

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

Solicitation Number: JRD0000

Offeror's Name: A+ H OIL Date: 8/12/2013

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

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

Company's Name	LCRA-Lower Colorado River Authority
Name of Contact	Corliss Miller Contact Title:
Present Address	3700 Lake Austin Blvd
City	Austin State: Tx. Zip Code: 78703
Telephone Number	512.578.4007 FAX Number:
Email Address	Corliss.miller@LCRA.org

Company's Name	Covert Auto Group
Name of Contact	Rob Germany Contact Title: Corporate Controller
Present Address	11750 Research Blvd
City	Austin State: Tx. Zip Code: 78759
Telephone Number	512.845.5821 FAX Number: 512.583.3009
Email Address	singletrac61@yahoo.com

Company's Name	Howdy Honda
Name of Contact	Jeff Dahl Contact Title: Parts & Service Director
Present Address	5519 E. Ben White Blvd.
City	Austin State: Tx. Zip Code: 78741
Telephone Number	512-443.4300 FAX Number: 512.443.4300
Email Address	jdahl@howdyhonda.com

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

SOLICITATION NO JRD0000

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 12 day of Aug., 2013.

CONTRACTOR H & H OIL

Authorized Signature Calvin Heine

Title Account Director

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. JRD0000

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:	H+H Oil		
Signature of Officer or Authorized Representative:	Calvin Heine	Date:	8/12/2013
Printed Name:	CALVIN HEINE		
Title:	Account Director		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JRD0000
FOR

SALE OF WASTE OIL AND FILTERS

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;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

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

Offeror's Explanation:	N/A

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

Contractor's Name:	H & H Oil
Printed Name:	Calvin Heine
Title:	Acct. Director

Calvin Heine
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 12th day of August, 2013.

Otter Van Sandt
Notary Public

OTTER VAN SANDT
Notary Public, State of Texas
My Commission Expires
April 25, 2015

My Commission Expires April 25, 2015

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

SOLICITATION NO. JRD0000

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:	H & H OIL		
Signature of Officer or Authorized Representative:	Calvin Heine	Date:	8-12-2013
Printed Name:	CALVIN HEINE		
Title:	ACCOUNT DIRECTOR		

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JRD0000
Description of Services:	SALE OF WASTE OIL AND FILTERS
Contractor Name:	H & H OIL

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:	Acct. Director		
Signature of Employee:	Calvin Heine	Date:	8-12-2013
Employee's Printed Name:	CALVIN HEINE		

Don Heine
(Witness Signature)

DON HEINE
(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JRD0000

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"?

- [x] 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:	H4 of Oil		
Signature of Officer or Authorized Representative:	Calvin Heine	Date:	8/12/2013
Printed Name:	CALVIN HEINE		
Title:	ACCOUNT DIRECTOR		

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

SOLICITATION NUMBER: JRD0000

PROJECT NAME: SALE OF WASTE OIL AND FILTERS

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.

H & H Oil
Company Name

Calvin Heine Acct. Director
Name and Title of Authorized Representative (Print or Type)

Calvin Heine
Signature

8/12/2013
Date

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

(Please duplicate as needed)

SOLICITATION NUMBER: JRD0000

PROJECT NAME: SALE OF WASTE OIL AND FILTERS

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	H & H OIL		
Address	20909-FM.685		
City, State Zip	Pflugerville, Tx. 78660		
Phone	512.990.1490	Fax Number	512-990-1388
Name of Contact Person	CALVIN HEINE		
Is company City certified?	Yes ☑ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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.

CALVIN HEINE Acct. Director

Name and Title of Authorized Representative (Print or Type)

Calvin Heine — 8/12/2013

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 ☐ WBE ☐	Ethnic/Gender Code:	☐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 ☐ WBE ☐	Ethnic/Gender Code:	☐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** _____