



Amendment No. 6 to
Contract No. 1500 NA140000044
for
Design, Development and Maintenance of
a Secure Based Data Collection and Reporting System
between
Emerge Knowledge Design, Inc
and the
City of Austin

- 1.0 The City and Contractor hereby extends this contract for 18 months with no additional authority added to this contract. This extension will be December 11, 2019 through June 10, 2021.
- 2.0 The total contract authority shall remain the same. The total contract authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 12/11/2013 - 12/10/2015	\$200,000.00	\$200,000.00
Amendment No. 1: Option 1 Extension 12/11/2015 - 12/10/2016	\$100,000.00	\$300,000.00
Amendment No. 2: Additional Scope of Work 02/06/2016	\$0.00	\$300,000.00
Amendment No. 3: Option 2 Extension 12/11/2016 - 12/10/2017	\$100,000.00	\$400,000.00
Amendment No. 4: Option 3 Extension 12/11/2017 - 12/10/2018	\$100,000.00	\$500,000.00
Amendment No. 5: Option 4 Extension 12/11/2018 - 12/10/2019	\$100,000.00	\$600,000.00
Amendment No. 6: No additional authority Extension 12/11/2019 - 06/10/2021	\$0.00	\$600,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor 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 part of the above-referenced contract.

Sign/Date Jennifer Peters July 15/2019

Printed Name: JENNIFER PETERS
Authorized Representative

Emerge Knowledge Design, Inc.
401 250 McDermott Ave.
Winnipeg, Manitoba, Canada R3B 0 S5

Sign/Date [Signature]

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
to
Contract No. 1500 NA140000044
for
Design, Development and Maintenance of a Secure Based
Data Collection and Reporting System
between
Emerge Knowledge Design Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 11, 2018, through December 10, 2019. No options remain.
- 2.0 The total contract amount is increased by \$100,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/11/2013 – 12/10/2015		
	\$200,000.00	\$200,000.00
Amendment No. 1: Option 1 – Extension 12/11/2015 – 12/10/2016		
	\$100,000.00	\$300,000.00
Amendment No. 2: Additional Scope of work 02/06/2016		
	\$0.00	\$300,000.00
Amendment No. 3: Option 2 – Extension 12/11/2016 – 12/10/2017		
	\$100,000.00	\$400,000.00
Amendment No. 4: Option 3 – Extension 12/11/2017 – 12/10/2018		
	\$100,000.00	\$500,000.00
Amendment No. 5: Option 4 – Extension 12/11/2018 – 12/10/2019		
	\$100,000.00	\$600,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: Jennifer Peters Nov 7, 2018

Printed Name: JENNIFER PETERS
Authorized Representative

Emerge Knowledge Design, Inc.
401-250 McDermott Ave.
Winnipeg, Manitoba, Canada R3B 0S5

Sign/Date: Bartley Tyler 11/7/18

Printed Name: Bartley Tyler
Authorized Representative

Sign/Date: Elisa Folco 11/7/18

Printed Name: Elisa Folco

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
of
Contract No. NA140000044
for
Design, Development and Maintenance of a Secure Based
Data Collection and Reporting System
between
Emerge Knowledge Design Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 11, 2017 to December 10, 2018. One option remains.
- 2.0 The total contract amount is increased by \$100,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/11/13 – 12/10/15	\$200,000.00	\$200,000.00
Amendment No. 1: Option 1 12/11/15 – 12/10/16	\$100,000.00	\$300,000.00
Amendment No. 2: Additional Scope of Work 02/06/16	\$0.00	\$300,000.00
Amendment No. 3: Option 2 12/11/16 – 12/10/17	\$100,000.00	\$400,000.00
Amendment No. 4: Option 3 12/11/17 – 12/10/18	\$100,000.00	\$500,000.00

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

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

Signature and Date:

Printed Name: Jennifer L. Peters
Authorized Representative

Jennifer Peters
Jennifer L Peters
c=US, o=ORC PKI, ou=Emerge
Knowledge Design Inc., ou=Operations
Manager, cn=Jennifer L Peters,
dnQualifier=ORC2400027697.ID
2017.10.24 13:17:36 -05'00'

Signature and Date:

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

Emerge Knowledge Design Inc.
401-250 McDermott Ave.
Winnipeg, Manitoba, Canada R3B OS5

11-28-17



Amendment No. 3
of
Contract No. NA140000044
for
Design, Development and Maintenance of a Secure Based
Data Collection and Reporting System
between
Emerge Knowledge Design Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 11, 2016 to December 10, 2017. Two options remain.
- 2.0 The total contract amount is increased by \$100,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/11/13 – 12/10/15	\$200,000.00	\$200,000.00
Amendment No. 1: Option 1 12/11/15 – 12/10/16	\$100,000.00	\$300,000.00
Amendment No. 2: Additional Scope of Work 02/06/16	\$0.00	\$300,000.00
Amendment No. 3: Option 2 12/11/16 – 12/10/17	\$100,000.00	\$400,000.00

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

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

Signature and Date: **Jennifer L Peters**
Printed Name: **Jennifer L Peters**
Authorized Representative
Digitally signed by Jennifer L Peters
DN: c=US, o=Emerge Knowledge Design Inc., ou=CAN, ou=Operations Manager, cn=Jennifer L Peters, dnQualifier=ORC2400016945.ID
Date: 2016.11.04 13:09:31 -05'00'

Signature and Date: **Linell Goodin-Brown**
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office
11/24/16

Emerge Knowledge Design Inc.
401-250 McDermott Ave.
Winnipeg, Manitoba, Canada R3B OS5



Amendment No. 2
of
Contract No. NA140000044
for
Design, Development and Maintenance of a Secure Based
Data Collection and Reporting System
between
Emerge Knowledge Design Inc.
and the
City of Austin

1.0 The above referenced contract is amended as follows:

The attached Exhibit C – Scope of Work 2 is hereby added to the contract.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/11/13 – 12/10/15	\$200,000.00	\$200,000.00
Amendment No. 1: Option 1 12/11/15 – 12/10/16	\$100,000.00	\$300,000.00
Amendment No. 2: Additional Scope of Work	\$0.00	\$300,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

Signature and Date: **Jennifer L Peters**
Printed Name: **L Peters**
Authorized Representative
Digitally signed by Jennifer L Peters
DN: c=US, o=Emerge Knowledge Design Inc., ou=CAN, ou=Operations Manager, cn=Jennifer L Peters, dnQualifier=ORC2400016945, D
Date: 2016.01.22 15:40:12 -06'00'

Signature and Date: *[Signature]* 2/6/16
Printed Name: **City of Austin**
Purchasing Office

Emerge Knowledge Design Inc.
401-250 McDermott Ave.
Winnipeg, Manitoba, Canada R3B 0S5



Exhibit C - Scope of Work 2, revised

This Scope of Work ("SOW") is provided by Emerge Knowledge Design Inc. ("Emerge Knowledge" and "Contractor") to the City of Austin ("City" and "Customer") describing the provision of services to add (configure) an Additional Program, a new *C&D Ordinance Program*, including required surveys and reports, as outlined below, in Re-TRAC Connect™ (the "Software").

The Master Agreement between Emerge Knowledge and the City (Council Approval Date: October 3, 2013) referenced as Contract Number NA140000044 (the "Agreement"), provisions for adding additional authorized work providing that any change in the fees payable, and services provided by Emerge Knowledge, be approved and agreed to in writing in advance by the City (Section 1.4 Compensation, Section 1.5 Clarifications and Additional Agreements, and Exhibit A, Section 3.2 Fees).

1. Description of Services, Requirements, and Timeline

Emerge Knowledge agrees to provide Professional Services to the City consisting of solutions management to provide client service and undertake all work related to scheduling programming and quality assurance work tasks, and dependencies between tasks, as well as programming and quality assurance services to configure the additional survey and report requirements listed below – and per the specific specifications in the attached *C&D Ordinance Program Spec – Final* document - in the Re-TRAC Connect Software:

C&D Ordinance Program Requirements	Completion Date
Task 1: Survey: Project Registration	30-Jun-2016
Task 2: Survey: Haul Transactions	30-Jun-2016
Task 3: Survey: Project Upload	30-Jun-2016
Task 4: Survey: Waiver Request	30-Jun-2016
Task 5: Survey: Upload of Permit Numbers (for use by Program Managers)	30-Jun-2016
Task 6: Report: Project Report (for Reporting Entities)	31-July-2016
Task 7: Report: File Upload Report (for Program Managers)	30-Aug-2016
Task 8: Report: Compliance Summary Report (for Program Managers)	30-Aug-2016
Task 9: Program Manager training (web-based)	Jan 1 - August 30, 2016
Task 10: Training video for reporting entities (YouTube)	July 1 – August 30, 2016
Task 11: Post launch client services (web-based)	June 30 – Dec 10, 2016

All Professional Services performed and requirements configured pursuant to this SOW shall be performed and delivered subject to and in accordance with the terms and conditions of the Agreement. Upon Emerge Knowledge's completion of the Professional Services, the resulting Enhancements to the Software shall be automatically deemed to be included in and subject to the City's Software License to use the Software.

The scope of work as outlined herein will be completed according to the timeline provided in Section 1. Emerge Knowledge represents and warrants to the City that the Professional Services, and corresponding requirements in this SOW, will be completed within the dedicated hours described in Section 1.

2. Compensation & Payment Terms

Fee Schedule	Hours	Fee
Re-TRAC Connect Additional Program License Fee* for <i>C&D Ordinance Program</i> Note: Pro-rated for the period February 1, 2016 - December 10, 2016 (aligned with first year extension option for Contract No. NA140000044), based on the annual Additional Program License Fee of \$5,100.00.	n/a	\$4,387.40
Re-TRAC Connect Additional Technical Support Fee* for C&D Ordinance Program. Note: Pro-rated for the period February 1, 2016 - December 10, 2016, based on the	9.5	\$855.00

annual Technical Support Fee of \$990.00 for 11 hours.		
Task 1: Survey: Project Registration	4	\$480.00
Task 2: Survey: Haul Transactions	4.5	\$505.00
Task 3: Survey: Project Upload	5	\$570.00
Task 4: Survey: Project Finalization/Waiver Request	6	\$700.00
Task 5: Survey: Upload of Permit Numbers (for use by Program Managers)	2.5	\$285.00
Task 6: Report: Project Report (for Reporting Entities)	30	\$2,900.00
Task 7: Report: File Upload Report (for Program Managers)	15	\$1,510.00
Task 8: Report: Compliance Summary Report (for Program Managers)	14	\$1,380.00
Task 9: Program Manager training	5	\$650.00
Task 10: Training video for reporting entities (YouTube)	4	\$520.00
Task 11: Post launch client services	16	\$2,120.00
Total:	115.5	\$16,862.40

*Fee Change: The Re-TRAC Connect Additional Program License Fee of \$5,100.00 and Additional Technical Support Fee of \$990.00 are annual fees; any exercised future year extension option for Contract No. NA140000044 will include these additional fees.

An invoice will be submitted for the Additional Program License Fee and Additional Technical Support Fee upon the City approving this SOW. Fees for Additional Professional Services hours to implement the Enhancements, Tasks 1-10, described above will be invoiced on a monthly basis in arrears of the performance of services as described in Section 1.4 Compensation of Contract Number NA140000044. Customer agrees to pay such fees and payment shall be made within 30 days after receipt of an invoice. All dollar amounts referred to shall be in US currency.

3. Approval

Contractor has approval to provide and invoice the City for the services described in this SOW upon inclusion of this SOW in Contract No. NA140000044 as an Amendment.



Amendment No. 1
of
Contract No. NA140000044
for
Design, Development and Maintenance of a Secure Based
Data Collection and Reporting System
between
Emerge Knowledge Design Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 11, 2015, the term for the extension option will be December 11, 2015 to December 10, 2016 and there are three remaining options.
- 2.0 The total contract amount is increased by \$100,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/11/13 – 12/10/15	\$200,000.00	\$200,000.00
Amendment No. 1: Option 1 12/11/15 – 12/10/16	\$100,000.00	\$300,000.00

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

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

Signature and Date:

Printed Name:

Authorized Representative **Jennifer
L Peters**

Digitally signed by Jennifer L
Peters
DN: c=US, o=Emerge Knowledge
Design Inc., ou=CAN,
ou=Operations Manager,
cn=Jennifer L Peters,
dnQualifier=ORC2400016945 ID
Date: 2015.11.09 12:43:30 -06'00'

Signature and Date:

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

Emerge Knowledge Design Inc.
401-250 McDermott Ave.
Winnipeg, Manitoba, Canada R3B OS5



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

January 27, 2014

Emerge Knowledge Design Inc.
Jen Peters
401-250 McDermot Ave.
Winnipeg, Manitoba, Canada, R3B 0S5

Dear Mr. Peters:

The City of Austin approved the execution of a contract with your company Design, Development and Maintenance of a secure web-based data collection and reporting system in accordance with the referenced master agreement.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Phillip Tindall
Department Contact Email Address:	phillip.tindall@austintexas.gov
Department Contact Telephone:	512-974-1955
Project Name:	Design, Development and Maintenance of a Secure Based Data Collection and Reporting System
Contractor Name:	Emerge Knowledge Design, Inc.
Contract Number:	NA140000044
Contract Period:	December 11, 2013 through December 10, 2015
Extension Options:	Four (12) month options
Dollar Amount:	\$600,000.00
Agenda Item Number:	49
Council Approval Date:	October 3, 2013

A Copy of the contract/purchase order will be forwarded via email.

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

Sincerely,

Lupe Cruz
Buyer I
City of Austin Purchasing Office
Finance and Administrative
Service Department



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

January 27, 2014

Emerge Knowledge Design Inc.
Jen Peters
401-250 McDermot Ave.
Winnipeg, Manitoba, Canada, R3B 0S5

Dear Mr. Peters:

The City of Austin approved the execution of a contract with your company Design, Development and Maintenance of a secure web-based data collection and reporting system in accordance with the referenced master agreement.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Phillip Tindall
Department Contact Email Address:	phillip.tindall@austintexas.gov
Department Contact Telephone:	512-974-1955
Project Name:	Design, Development and Maintenance of a Secure Based Data Collection and Reporting System
Contractor Name:	Emerge Knowledge Design, Inc.
Contract Number:	NA140000044
Contract Period:	December 11, 2013 through December 10, 2015
Extension Options:	Four (12) month options
Dollar Amount:	\$600,000.00
Agenda Item Number:	49
Council Approval Date:	October 3, 2013

A Copy of the contract/purchase order will be forwarded via email.

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

Sincerely,

Lupe Cruz
Buyer I
City of Austin Purchasing Office
Finance and Administrative
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City" or "Customer")
AND
EMERGE KNOWLEDGE DESIGN INC. ("Contractor" or "Emerge Knowledge")
FOR
DESIGN, DEVELOPMENT AND MAINTENANCE OF A SECURE WEB-BASED DATA
COLLECTION AND REPORTING SYSTEM ("the System")**

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 Emerge Knowledge Design Inc. having offices at 401-250 McDermot Avenue, Winnipeg, Manitoba, Canada, R3B 0S5 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 SDC0010.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, SDC0010 including all documents incorporated by reference
- 1.1.3 Contractor's Offer, dated May 30, 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 twenty-four (24) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The City accepts the Contractor's cost proposal of \$75,955 for Year 1, \$49,430 for Year 2 and any future extension options for up to four (4) 12 month extension options, and the hourly labor rates specified therein as reflected in the Contractor's Offer. For the services described in the Contractor's Offer and any additional authorized work performed under this Contract, the Contractor shall be paid a total not to exceed amount of \$200,000 for the initial Contract term and \$100,000 for each of the four (4) 12-month extension options for a total estimated not to exceed Contract amount of \$600,000. Invoices submitted to Primary User "Aiden Cohen or designee" no more frequently than monthly. Invoices will be approved for payment and submitted to Austin Resource Recovery's Departmental Contract Manager "Phil Tindall or designee" to process payment. The City can only approve payment once services are delivered. Annual software licenses and technical support, and renewals, may be paid at the beginning of the license term and should be included in the invoice.

1.5 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.5.1 Contractor shall provide the System in accordance with the terms set forth in the Re-TRAC Connect™ Agreement, as modified by the City, attached hereto as Exhibit A.

1.5.2 Scope of Work

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

EMERGE KNOWLEDGE DESIGN INC.

RICK PENNER

Printed Name of Authorized Person



Signature

PRESIDENT

Title:

DECEMBER 4, 2013

Date:

CITY OF AUSTIN

Teresa Reddy

Printed Name of Authorized Person

Teresa Reddy

Digitally signed by Teresa Reddy
DN: cn=Teresa Reddy, o=Purchasing Office,
ou=IT Procurement,
email=teresa.reddy@austintexas.gov, c=US
Date: 2013.12.12 18:10:23 -06'00'

Signature

Corp Contract Compliance Manager

Title:

12/11/13

Date:

Exhibit A – Re-TRAC Connect Agreement
Exhibit B – Scope of Work

Exhibit A

Re-TRAC Connect™ Agreement

Definitions

All capitalized terms used but not defined in this Contract shall have the following meanings:

“Base License Fee” means, for the applicable year in the Term, the Software License base license fee of \$6,100 per annum.

“Business Day” means any day of the week other than Saturday, Sunday, a statutory holiday in the Province of Manitoba, Remembrance Day (November 11), the August Civic Holiday (1st Monday in August) and Boxing Day (December 26). The eight general holidays in the Province of Manitoba include: New Year’s Day, Louis Riel Day (3rd Monday in February), Good Friday, Victoria Day (the Monday preceding May 25), Canada Day (July 1), Labour Day (1st Monday in September), Thanksgiving Day (2nd Monday of October), and Christmas Day.

“Business Hours” means from 8:30 a.m. to 5:00 p.m. (Central Standard Time/Central Daylight Time) each Business Day.

“Professional Services” has the meaning ascribed to it in Schedule “A”.

“Credentials” has the meaning ascribed to it in Section 1.1.

“Data” means all data and other information that Customer enters into the Software. (Under no circumstances will the Customer seek, or Contractor maintain, any identification of, or specific reference to, any private hauler, or any set of information that could be used by any person to identify a private hauler. Council-approved definition (15-6 Administrative Rules) PRIVATE SOLID WASTE COLLECTION SERVICE or PRIVATE SOLID WASTE SERVICE PROVIDER or PRIVATE HAULER means an entity in the business of collecting, removing, or transporting solid waste from any premises within City of Austin for a fee, and excludes any governmental entity.)

“Documentation” means any and all technical information, commentary, explanations, design documents, help files, database layouts, software code, test materials, training materials, user guides, notes, methods, techniques, know-how, processes, algorithms, schematics, and all other information, documentation and materials related to or used in conjunction with the Emerge Knowledge Software, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media, supplied by Emerge Knowledge.

“Enhancements” means all updates, upgrades, bug fixes, patches, additions, modification or other enhancements to the Software (including without limitation any new releases of the Emerge Knowledge Software) provided or made available by Emerge Knowledge and all changes to the Source Code and Documentation as a result of such Enhancement.

“Maintenance Services” has the meaning ascribed to it in Schedule “A”.

“Person” means any individual, partnership, corporation, association, quasi-governmental entity or organization, joint stock company, trust, joint venture, unincorporated organization, company, or governmental authority.

“Services” has the meaning ascribed to it in Section 2.1.

“Software License” has the meaning ascribed to it in Section 1.1.

“Source Code” means the human-readable source code, source program, scripts and/or programming languages related to the Software including all source codes listings, instructions (including compile instructions),

databases, programmer's notes, commentary, and all related technical information and Documentation that is necessary or useful for purposes of developing, maintaining, compiling, or making modifications or Enhancements to the Software and the Source Code.

"System" and **"Software"** mean Emerge Knowledge's proprietary web-based Re-TRAC Connect™ software, or any successor software thereof, including Source Code, databases, and any modifications, enhancements, and improvements, and any related documentation, updates, upgrades, and user support and/or training materials thereto.

"Technical Support" has the meaning ascribed to it in Schedule "A".

"Website" means the website through which the Software is made available, including without limitation the underlying software used to support and operate the Software and the uniform resource locator used to access the website.

1. Grant of Software License and Acceptance of Grant

- 1.1 *Grant of Software License.* Emerge Knowledge hereby grants to Customer a non-exclusive license to access and use the Software through the Internet during the Term and subject to and in accordance with the terms and conditions set forth in this Exhibit A (the **"Software License"**). Emerge Knowledge shall provide to Customer the number of Program Manager user accounts as requested by Customer for Customer's own business purposes. Customer shall take all necessary steps to maintain the confidentiality of its passwords (the **"Credentials"**) used to access the Software, and shall be responsible for all activities that occur using such Credentials or accounts. Customer shall promptly notify Emerge Knowledge of any unauthorized use of any Credentials or breach of security of which it becomes aware.
- 1.2 *Acceptance of Grant.* Customer hereby accepts the Software License granted to it, and undertakes to use the Software strictly in accordance with the terms and conditions set forth in this Contract.

2. Description of Services

- 2.1 *Services.* During the Term, Emerge Knowledge will provide the Professional Services, and Technical Support Services, each as more particularly described in Schedule "A" attached hereto, and shall perform all of its other obligations set out in this Contract, all subject to the terms and conditions of this Contract (collectively, the **"Services"**). Under no circumstances will the Customer seek, or Contractor maintain, any identification of, or specific reference to, any private hauler, or any set of information that could be used by any person to identify a private hauler.

3. Fees

- 3.1 In consideration of the grant of the Software License and the provision of Services by Emerge Knowledge, Customer agrees to pay to Emerge Knowledge fees as set out in Schedule "C" attached hereto (the **"Fees"**).
- 3.2 Any change in the fees payable hereunder must be approved in advance by Customer in writing. The parties acknowledge and agree that any further services to be provided by Emerge Knowledge during the Term other than the Services must be approved in writing in advance by both parties before Emerge Knowledge can perform such services.

3. Covenants, Representations and Warranties

- 3.1 Emerge Knowledge covenants, represents and warrants, which representations and warranties will remain true and accurate throughout the Term, that Emerge Knowledge and all subcontractors, employees or other persons retained by it in connection with the Services and/or the performance of its obligations hereunder will (at Emerge Knowledge's sole cost and expense):
 - a) procure and maintain all applicable permits, licenses and approvals of any governmental authority relating to the Services and/or business operations;

- b) comply with all statutes, regulations and other legal stipulations or guidelines of any governmental authority having jurisdiction over the Services or business operations of Emerge Knowledge;
- c) conduct its activities in a discrete, safe, ethical and professional manner;
- d) ensure that the reports generated by the Software accurately reflect the relevant Data (including any calculations performed thereon or aggregations thereof); and
- e) not take any action to intentionally injure or damage Customer's reputation or business.

3.2 Customer represents, warrants and covenants that it is and shall at all times comply with all applicable local, provincial or state, federal, and international laws including but not limited to those laws regarding:

- a) court ordered publication bans;
- b) restrictions on publishing, printing, distributing, possessing, selling, advocating, promoting or exposing, obscene or threatening material, child pornography, or hate propaganda and Customer understands that these situations could generate criminal liability;
- c) restrictions on the use of trade-marks or trade names, or any work which is protected by copyright, trade secret, patent or other intellectual property laws, including without limitation, software;
- d) restrictions on defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability;
- e) export and import restrictions; and
- f) the privacy of any users whose personal information it collects, uses and/or discloses.

3.3 Notwithstanding anything contained herein, Customer represents that it has the right to enter into the Contract and shall be solely responsible for all information generated by the Software and the contents of all items or statements transmitted, posted, received or created through Customer's account.

4. **Confidentiality and Ownership of Materials**

4.1 Emerge Knowledge acknowledges and agrees that certain information made available to it from time to time by Customer is confidential in nature. For the purposes of this Contract, confidential information ("**Confidential Information**") means information received by Emerge Knowledge, its agents, subcontractors, or employees that (i) is logically considered confidential information, or (ii) is marked "Confidential" or "Proprietary". Emerge Knowledge shall protect all confidential or proprietary information it receives from Customer by adhering to the security terms set forth in the **McAfee SECURE™ Standard**. Emerge Knowledge agrees to the use of a third party audit to ensure Emerge Knowledge is performing security standards in accordance with the terms set forth in the **McAfee SECURE™ PCI DSS Vulnerabilities Scan** on a quarterly basis. Adhering to the **McAfee SECURE™ Standard** and the **McAfee SECURE™ PCI DSS Vulnerabilities Scan** will be performed at no additional charge to the Customer. Emerge Knowledge will notify the Customer in writing within five (5) calendar days of receipt of notice of security breach or non-compliance of the **McAfee SECURE™ Standard**. Emerge Knowledge will resolve the security breach or non-compliance within twenty (20) calendar days of notice of such breach or non-compliance, or request an extension from the Customer. Emerge Knowledge agrees that all data received by Customer is and shall remain the confidential and proprietary property of Customer and Emerge Knowledge shall forever disclaim any rights thereto. Under no circumstances will the Customer seek, or Contractor maintain, any identification of, or specific references of any private hauler, or any information that could be used to identify a private hauler. Emerge Knowledge will notify the Customer of a security breach within 24 hours of Emerge Knowledge's notification of the breach by emailing ctminformationsecurity@austintexas.gov. Emerge Knowledge will notify the Customer in writing, by emailing ctminformationsecurity@austintexas.gov, to provide a timeframe to remediate the breach and to notify the Customer when the breach has been corrected.

4.2 Emerge Knowledge acknowledges that as between the parties, Customer has the exclusive right, title and interest in (i) all trade-marks, copyrights and other intellectual property rights owned by or licensed to Customer (for greater certainty, this excludes the Software); and (ii) all Data provided or made available to Emerge Knowledge or its representatives by Customer, including all trade-marks, copyrights and other intellectual property rights therein or associated therewith (collectively, the "**Customer Intellectual Property**"). Emerge Knowledge shall not in any manner represent that it has any ownership in Customer

Intellectual Property. For greater certainty, Customer Intellectual Property specifically excludes the Software and Customer's ownership shall be restricted to its rights in the Data. Customer hereby acknowledges and agrees that the Software, including all modifications, enhancements and improvements thereto, is not Customer Intellectual Property.

- 4.3 Notwithstanding anything contained herein, Customer expressly acknowledges and agrees that for all purposes title to and ownership of the Software, including any template reports generated by the Software and the methodology that produces such reports, and the data fields in such reports, together with all modifications, enhancements and improvements to the Software and any copyrights, patent rights, trademarks, trade secrets or other intellectual property rights of any nature whatsoever therein (collectively, the **"Emerge Knowledge Intellectual Property"**) are and shall remain the confidential and proprietary property of Emerge Knowledge and Customer forever disclaims any rights thereto. Emerge Knowledge agrees that all data received by Customer is and shall remain the confidential and proprietary property of Customer and Emerge Knowledge shall forever disclaim any rights thereto. Customer shall not cause or permit the reverse engineering, disassembly, decompilation of all or any portion of the Emerge Knowledge Intellectual Property, and shall not create derivative works based on the Emerge Knowledge Intellectual Property. Customer shall not remove any title, trade-mark, copyright or restricted rights notice which Emerge Knowledge may have attached to the Software. Emerge Knowledge owns and shall own all modifications, enhancement and improvements to the Emerge Knowledge Intellectual Property regardless of whether such modifications, enhancement or improvements are made by Emerge Knowledge, Customer, or a third party. All rights to the Emerge Knowledge Intellectual Property not expressly granted are hereby reserved by Emerge Knowledge.
- 4.4 The provisions of this Section 4 shall survive and remain in full force and effect following the expiry or termination of the Contract.

5. **Indemnity**

- 5.1 Emerge Knowledge shall indemnify and save Customer, its directors, officers, employees, agents, or contractors from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses arising in connection therewith (including legal fees and disbursements on a substantial indemnity basis) that may, directly or indirectly, result from, arise out of or be in relation to (i) any breach, violation or non-performance by Emerge Knowledge, or by any of its employees, subcontractors or other persons for whom it is responsible, of any term, condition, representation, warranty or covenant contained in this Contract; (ii) any failure or delay by Emerge Knowledge to make or maintain any registration, coverage or payments or file any return or information required by any law; and/or (iii) any negligent act or omission of Emerge Knowledge or any of its employees, subcontractors or other persons for whom it is responsible at law or in equity.
- 5.2 The provisions of this Section 5 shall survive and remain in full force and effect following any termination or expiry of the Contract.

6. **Limitation of Liability and Disclaimers**

- 6.1 *Disclaimer.* Except as expressly provided in this Contract, the specified Software and services are not guaranteed and are provided "as is" and Emerge Knowledge gives no representations, warranties or conditions of any kind, express or implied, including without limitation representations, warranties or conditions as to uninterrupted or error free service, accessibility, security, merchantability, quality or fitness for a particular purpose and those arising by statute or otherwise, or from a course of dealing or usage of trade.
- 6.2 *Limitation on liability.* In no event shall either party and its directors, officers, employees, agents, or contractors, be liable for any claim for: (i) punitive, exemplary, or aggravated damages; (ii) damages for loss of profits or revenue, failure to realize expected savings; or (iii) indirect, consequential or special damages.

6.3 The provisions of this Section 6 shall survive and remain in full force and effect following any termination or expiry of this Contract.

7. **General Representations and Warranties**

7.1 *Representations and Warranties.* Emerge Knowledge represents and warrants that (a) it will comply with all applicable laws, rules and regulations during the performance of this Contract; (b) it is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way its performance of any of the terms of this Contract; (c) the Software License including all updates contained therein, do not infringe, nor will infringe, any patent, copyright, trademark, or other intellectual property right (including trade secrets), privacy, or similar rights of any third party; and (d) the Software License, including all updates contained therein, will (i) conform to the specifications in this Contract, and (ii) not contain any Trojan horses, back doors, trap doors, worms, viruses, disabling devices, or other malicious code.

8. **General Terms and Conditions**

8.1 *Monitoring.* Emerge Knowledge shall have the right to monitor the Customer's use of the Software in such a manner as it deems appropriate in order to ensure Customer is complying with the terms of this Contract. Emerge Knowledge agrees that it will perform this monitoring (i) following reasonable notice to Customer (ii) in a manner that does not interfere with Customer's use of the Software and other business activities, and (iii) in accordance with applicable data privacy and employee rights laws.

8.2 *Links to Other Sites.* Customer agrees that any links to other Internet web sites are provided merely as a convenience and do not imply endorsement of the linked or referenced sites or their content. Emerge Knowledge is not responsible for the accuracy, reliability or currency of the information or services provided on the linked sites or by external sources. Customer's using such linked sites shall be subject to the terms and conditions that apply to those sites.

8.3 *Non-Disclosure.* Customer shall not permit its credentials in the Software or any part thereof to be disclosed or made accessible to any third party, and agrees to restrict access to and display of the Software to such employees or officers of Customer who:

- (a) Have a need to have such access to enable Customer to utilize the Software as contemplated by this Contract; and
- (b) Have been advised of this Contract and have agreed to use the Software strictly in accordance with the provisions of this Contract.

8.4 *Minimum Steps.* In order to prevent unauthorized access to, and unauthorized use, disclosure, or copying of, all or any portion of the Software by its employees, officers or others, Customer shall take at least the same steps by action, instruction, agreement or otherwise as it uses to protect its own trade secrets and confidential information of like importance, but in no event shall such steps be less than a prudent business person would take in a like or similar situation.

8.5 *Injunctive Relief.* Customer acknowledges and agrees that its obligations contained in Section 4.3 and Section 8.5 and Section 8.6 are of a special and unique character which give them a particular value to Emerge Knowledge, and that Emerge Knowledge cannot be adequately compensated in damages in an action at law in the event Customer breaches such obligations. Customer therefore agrees that, in addition to any other remedies which Emerge Knowledge may possess, Emerge Knowledge shall be entitled to seek injunctive or other equitable relief in the form of a preliminary and/or permanent injunction or other appropriate or similar equitable remedies in the event of an actual or threatened breach of such obligations by Customer.

8.6 *Use of the Software License:*

Authorized Uses: Customer hereby undertakes that the Software License shall be used:

- (a) only as expressly authorized by this Contract; and

(b) solely for Customer's own business purposes.

Prohibited Uses: Customer hereby undertakes that the Software License shall not be:

(a) rented or loaned, with or without consideration, to any third party without the written consent of Emerge Knowledge.

8.7 Return of Information. Customer shall be entitled to retrieve Customer Data contained in the Software at any time during the Term of this Contract by using the standard access mechanism available to Customer.

8.8 Currency. All references herein to currency are to US currency and all payments shall be made in US currency.

8.9 Language. The parties acknowledge and agree that they have required that this Contract be prepared in the English language.

9. Termination.

Without limiting any other rights or remedies available to Emerge Knowledge under this Contract at law or in equity, Emerge Knowledge may terminate this Contract upon notice to City if Emerge Knowledge has not received any payment when due under this Contract and City has not made such payment within ninety (90) business days after receiving such notice from Emerge Knowledge.

9.1 Upon termination of this Contract, the subscription for the Software License will terminate immediately.

SCHEDULE "A" - SERVICES

1.0 PROFESSIONAL SERVICES

1.1 **Description** - During the Term, subject to the terms and conditions of the Contract, Emerge Knowledge agrees to provide the number of hours set out in Schedule "C" (Fees) of the following professional services (collectively, the "**Professional Services**"):

- a. During the first year of the Term, Emerge Knowledge agrees to provide the services below, and Customer agrees to pay such Fees:
 - i. solutions management through web-based and/or telephone based communication with Customer to provide client service, including determine requirements, meeting preparation, planning meetings, and all work required related to scheduling programming and quality assurance work tasks, dependencies between tasks, and tasks required to configure the Software for user acceptance;
 - ii. web-based and/or telephone based dedicated training to support Customer to manage account including accessing reports; and
 - iii. solutions management, programming, and quality assurance services to configure and set up the Software.
- b. During each renewal year of the Term (if any), Emerge Knowledge agrees to provide up to the number of hours set out in Schedule "C" (Fees) of the services below per year, and Customer agrees to pay such Fees:
 - i. Solutions management and programming services to configure and update the Software, including quality assurance; and
 - ii. Web-based and/or telephone based dedicated training.

1.2 **Services Not Included** - Importing historical data into the Software is not included in the Services. Additional Professional Services may be purchased to import historical data into the Software, the fees for which to be based on the scope of data import required.

1.3 **Additional Professional Services** - Additional Professional Services may be purchased at the rates set out in Schedule "C" for any Professional Services provided over and above the number of hours set out in Section 1 of Schedule "C" for the applicable year of the Term. Additional Professional Services may be purchased to import historical data into the Software, the fees for which would be based on the scope of data import required.

2.0 TECHNICAL SUPPORT SERVICES

2.1 **Description** - During the Term, Emerge Knowledge agrees to provide the number of hours set out in Schedule "C" (Fees) of the following technical support services (the "**Technical Support Services**") to Customer as defined below:

- 1) Emerge Knowledge will make available to Customer a telephone number ("**Hotline**") for Customer to call and an online form within the Software for Customer to use for the purpose of receiving *technical support for assistance to use the software*. The Hotline operates during Business Hours on each Business Day. The Hotline or email can also be used to notify Emerge Knowledge of problems associated with the Software and related documentation. Technical Support may also include other support such as online Frequently Asked Questions (FAQs) and/or web-based general technical support for user's self diagnostics.

- 2) Emerge Knowledge acknowledges and agrees that Customer shall not be charged for any hours spent resolving problems with the Software, and related documentation, not caused by Customer even if such problems are reported by Customer through the Hotline.

Emerge Knowledge assumes no responsibility for the operation or performance of any Customer written or third-party application.

2.2 Services Not Included - Technical Support Services does not include, and Emerge Knowledge shall not be obligated to provide, any of the following: (1) custom programming services; (2) on-site support; and, (3) support of any software other than the Software.

2.3 Additional Services - Additional Technical Support Services may be purchased at the rates set out in Schedule "C" for any Technical Support Services provided over and above the services included in the Term.

SCHEDULE "B" – SYSTEM FUNCTIONALITY SUMMARY (Version 4.10)

1. SOFTWARE DESCRIPTION

Re-TRAC Connect™ software is used for:

- a. New User Registration
- b. Notification / Messaging
- c. Organization Profile Information
- d. Contact Information
- e. Mandatory Programs: Promotion, data collection, and reporting
- f. Optional Programs: Promotion, data collection, and reporting
- g. Directories: Publicly sharing information online
- h. Toolkit: Access Tools designed to help improve internal operations

2. SOFTWARE OBJECTIVES

The high-level objectives for Re-TRAC Connect include:

- a. Delivering high-level software availability, dependability, and information security
- b. Offering a positive user experience through user centered design
- c. Providing the ability for users to efficiently deliver and manage programs
- d. Providing the ability for users to easily report to/participate in multiple programs through one account (single-window reporting)
- e. Improving program performance, reducing time and costs by providing tools to facilitate sustainable materials management

3. IDENTIFICATION OF USER ROLES

- a. Free user – a non-paying user
- b. Leader user – a paying user who delivers at least one program or directory within one state or province.

4. NEW USER REGISTRATION

Upon registration, each user creates a user specific account including username and password.

5. USER LOGIN

Upon login, each user provides username and password.

6. ORGANIZATIONS

Each user must create and associate at least one organization with their user account. The contact information for the organization is provided and managed by the user, not by the Program Manager for programs the organization is reporting to/participating in. The reason this information is managed by the user is due to the organization being able to report to/participate in multiple programs. If a Program Manager would like to manage contact information for the organizations reporting to them, contact information fields must be included on one of the Program's surveys/reports. Organization options may include Multifamily (Apartments) Property, Religious Property, Warehouse, Industrial Property, Grocery, Multi-Use Property (residential, retail, food service), Governmental Property, Private School or College in addition to the list below.

Board Chair	Manufacturing Plant
Borough	Material Recovery Facility
Broker	Municipality
Business	Non Profit
Buy Back Center	Office Building
City	Other Generator
Civic Organization	Paper Shredder
College or University	Parish
Composting Facility	Processor
Consultant	Recycling Organization
County	Restaurant
Drop Off Location	Retail Complex
Electronics Recycler	Retail Establishment
End Market	Reuse/Thrift Store
Federal Government Agency	Scrap Yard
Hauler	State
Hotel or Motel	State Agency
Incinerator	Town
Indian Band	Township
K-12 School	Transfer Station
Landfill	Village
Manufacturer	Waste To Energy Plant

7. Re-TRAC CONNECT FUNCTIONALITY

Software Standard Functionality		User Roles	
Section	Feature	Free	Leader
Custom registration page	Customer branded registration page used by reporting entities to create a Re-TRAC Connect account and join specified program.		√
My Account (accessible by clicking on user's name)	Name and email (username) controls	√	√
	Password controls allow user to modify own password	√	√
	Presents organizations associated with user's account, with the ability to add, edit, and delete organizations	√	√
Messages	Message Center including inbox, archive, sent, and recycle bin folders to manage messages	√	√
Help	Frequently Asked Questions and responses	√	√
	Icon Legend	√	√
	Definitions of terminology used in Re-TRAC Connect	√	√
	Online technical support request form	√	√
	Software updates presented in chronological order	√	√
Logout	Logout of Re-TRAC Connect account	√	√
Dashboard	Display of programs, and directories in which user's organization(s) is participating and/or participation is pending approval	√	√
	Display of tools currently being utilized by user's organizations	√	√
	Quick links to programs, directories, and tools in which user's organization(s) is participating in/utilizing	√	√
	Quick links to view all programs, directories, and tools that can be joined/accessed	√	√
	Announcement section displaying recently added programs, directories, tools, and features	√	√

	Quick links to register for upcoming Tuesday Training webinars	√	√
	Program Management Functionality (See Section 8 for details)		√
Programs	Display of all programs which can be joined, either by user's existing organization(s), or by creating another organization	√	√
	Automatic notification to Program Manager when a user requests to join program	√	√
	Automatic notification to user when a request to join program has been reviewed	√	√
	Access and complete online surveys/reports for programs in which user's organization(s) is participating	√	√
	Save partially complete surveys/reports and continue later	√	√
	Print button to allow for printing of survey/report forms when saved, submitted, or verified	√	√
	Generate reports provided by programs in which user's organization(s) are participating	√	√
Directories	Display of all directories which user may access and contribute listings	√	√
	Complete/Manage profile information for each directory listings (organizations), including demographics and local program information	√	√
	Add specific types of organizations that can be listed in the specific directory	√	√
	View a preview of each directory listing	√	√
	Automatic notification to Directory Manager when a user requests to join	√	√
	Automatic notification to user when a request to join directory has been processed	√	√
Toolkit	Display of all tools you may access	√	√
	Display of additional cost associated with specific tool (if applicable)	√	√
	Add specific types of organizations in order access specific tools	√	√
	Automatic notification to Tool Manager when a user requests to access (if approval is required)	√	√
	Automatic notification to user when a request to access the tool has been processed (if approval is required)	√	√
	View content and surveys for tools the user has been approved to access	√	√
	Generate reports provided by tools accessed by user's organization(s)	√	√
Community Center	View profiles of featured programs	√	√
	Access the Resource Library providing an array of resource types	√	√
	Displays a list of upcoming conferences within the waste management sector with links to learn more	√	√

8. SCOPE OF LEADER AND PLATINUM ACCOUNT PROGRAM DELIVERY

a. Program Delivery

Programs delivered in Re-TRAC Connect may include multiple surveys and can be delivered by Leader and Platinum users to users (of all user roles) based on:

- i. Type(s) of organization a user represents
- ii. Geographical location of the organization(s) a user represents
- iii. Program participation criteria

b. Program Management

Re-TRAC Connect offers custom survey capability to collect information using online surveys directly from reporting entities (users) that agree to share data with your organization. Users that agree to share data/report to a program are called members. Program management includes:

i. Members Page enables:

- Searching/filtering for members by name or alias (alias is a secondary name defined by program manager), type of organization and status (approved, denied, pending, opted out, or any status)
- Editing the aliases of members
- Filtering of members based on Survey Response Status for a specific survey, or multiple surveys
- Filtering of members by email address (Username or Contact Email)
- Filtering of members by location (country, state/province, county, city/town), and member type (local governments, MRFs, K-12 schools, etc.)
- Sorting of member lists (searched, filtered, unfiltered) by city/town, county, state/province, country, member type, and name
- All member lists display a status summary of each member's survey responses (or subset) for a specified year, and filtered based on survey response status (saved, submitted, verified, has data, and no data)
- Access to a member's survey responses for viewing, editing, and adding manager only notes, as well as completing 'Manage Only' fields that are not displayed to the member, if applicable
- Viewing contact information for members within a member list (searched, filtered, or unfiltered)
- Sending of messages to member lists (Emails are sent to user and a message is stored in their Message Center)

ii. Responses Page enables:

- Searching/filtering for survey responses by member name, survey, survey status, year, cycle, and date range for Reporting Date, Date Created, and Date Updated.
- Viewing a summary of survey responses in tabular form (each row represents a survey response record) including response ID, alias of member, name of survey, survey cycle, reporting date/period, date created, last updated date, and status of survey
- For each response, quick links are provided in order to edit or delete the response
- Access to a member's survey responses for viewing, editing, deleting, and adding manager only notes, as well as completing 'Manage Only' fields that are not displayed to the member, if applicable
- All tables can be sorted by member alias, name of survey, survey cycle, reporting date/period, date created, last updated date, and status of survey (done by clicking the column header)
- Filtering for specific responses based on Response ID (Response ID must be specified)
- Bulk editing of survey status for entire tables

iii. Search Page enables:

- Searching for a select question in a survey to view how members answered (can search on all members or one specific member)

- Specifying a date range to include in the query
- Specifying the answer to the selected question (Results will only include members that have provided that exact answer)
- All results tables can be sorted by member alias, name of survey, reporting date/period, date created, and last updated date (done by clicking the column header)
- Summary statistics can be viewed once a query is performed (The range of statistics varies based on the type question queried)
- Editing or deleting of results

iv. Status Page enables:

- Viewing members that are approved, pending approval, denied approval, and opted-out from the program
- Approving and denying requests from organizations requesting to join the program (when approval is required)
- Filtering member lists by username or contact email address
- Sending of messages to member lists (Emails are sent to user and a message is stored in their Message Center)

v. Analytics Page enables:

- See section 8d below

vi. Move Responses Page enables:

- Moving responses from one member to another member

vii. Register

- Create user accounts for new members in your program with automatic approval into program
- Add additional organizations to user accounts who are participating in program

viii. Program Managers Page enables:

- Assign program managers to the program
- Configure permissions for each program manager, including ability to approve new members, verify/edit responses, configure manager permissions, which email notifications to receive, and which reports can be accessed

c. Types of Survey Data Collection Fields

The following types of data collection fields can be used to configure surveys:

- iv. Boolean: a single checkbox for yes/no or true/false responses
- v. Checkboxes: multiple checkboxes allowing for multiple select
- vi. Date-picker: presents a calendar select menu
- vii. Email: text field that ensures valid email format is entered
- viii. File Upload: allows a user to upload a file and Program Manager can then download (Note: uploaded files are securely stored on Amazon Web Services Secure S3 storage)
- ix. Numeric: numeric field in which decimals and numeric range can be specified
- x. Phone: numeric field that ensures valid phone number format is entered
- xi. Radio: multiple radio options where only one may be selected (similar to checkboxes, but only one option may be selected)

- xii. Select: a dropdown field that allows for only one selection
- xiii. String: short text field with no restrictions
- xiv. Text: long text field with no restrictions
- xv. Time-picker: presents two clocks so start and end time may be identified
- xvi. URL: text/numeric field that ensures valid website address format is entered

d. Program Analytics

Re-TRAC Connect provides large-scale data aggregation from users that report to your organization. Types of reports that can be generated based on data collected from users reporting to your organization include the following standard and specialized reports.

i. Standard reports

- a. **Listed:** Generate a tabular listing of all responses to a single question in a single survey for a given time frame. For cycled survey data (i.e. – monthly or quarterly), a single cycle can be displayed or all cycles in a given year can be displayed alongside one another for comparison. Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city.
- b. **Listed by Response:** Generate a tabular listing showing the member alias, city, state, contact name and email address for all members who have given a particular response to a single question in a single survey over a given time frame (i.e. – answered “Yes” in Quarter 1 to a multiple choice question with “Yes”, “No” and “Maybe” options). Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city.
- c. **Aggregate Counts:** Generate tables and charts showing the number times that members have provided given responses to a given question over a given time frame. Displays the number of a particular response to a specified question. Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city. Aggregate counts analysis applies to multiple choice questions only. Charts available: pie, column, and bar.
- d. **Summations:** Generate tables and charts showing the numerical responses that members have provided to a single question in a single survey over a given time frame. Displays the summation of responses (numeric field) to a specified question and survey. Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city. Summations analysis applies to numerical questions only. Charts available: pie, column, and bar.
- e. **Single Member Survey Summaries:** Generate a table that displays the responses that a single member has provided to all questions for a given survey. If the survey is cycled (i.e. annual, quarterly, monthly, etc.), and the member has provided responses for multiple cycles, the responses for each cycle will be displayed alongside one another with the most recent displayed first.
- f. **All Member Survey Summaries:** Generate a table that compares the responses that all members have provided to all questions in a given survey. A year and, if applicable, a cycle (i.e. – quarter, month, etc.) must selected as the table displays responses for a single time frame.
- g. **Response View:** Generate a report that displays a single members’ response to a given survey for a given cycle.
- h. **Member Listing:** Generate a table that lists member specific information. The sixteen (16) fields that can be included are: name, alias, user email address, contact title, contact email, contact phone number, contact fax, website, street, address, city/town, zip code, county, state/province, and country. This report can generated for four (4) types of member status: approved, denied, pending, and opted-out.

ii. Specialized Reports

- a. Specialized reports may also be available based on data submitted to your organization. These typically include comparisons of 2 or more data fields, spanning 1 or more surveys. Specialized reports can have a variety of mathematical formulas applied.

All reports that are generated are exportable. Charts/graphs may be printed or downloaded as an image, and tables can be exported in two formats: CSV, and Microsoft Excel™. Note: Some tables are exportable in PDF format depending on number of columns in the table.

9. INTERNET BROWSER SOFTWARE

Re-TRAC Connect is web-based software that is accessible, functional, and tested using multiple internet browsers. For optimal user experience, the newest version of a user's preferred internet browser is recommended. Internet browsers recommended for optimal software performance and presentation, include:

- a. Mozilla Firefox™
- b. Google Chrome™
- c. Opera™
- d. Safari™

10. ACCESSIBILITY STANDARDS

Emerge Knowledge is committed to ensuring that the content in Re-TRAC Connect is accessible to all users. We regularly review the web accessibility guidelines and open standards published by the World Wide Web Consortium (W3C) international community as well as the Electronic Information Technology (EIT) Standard of the United States Government (including completion of the VPAT™).

11. UPDATES

Updates to the software are provided on an as-is basis, and include bug fixes and select performance enhancements. There is no software for users to download or install to receive an update. Users are made aware of an update via an on-screen timer and notice. Documentation about significant updates is provided on the System Update page in the software for current and historical reference.

SCHEDULE "C" – FEES

1. Fees

1.1 The Fees for the first year set up and subscription of the Term shall be as follows:

Services	Dedicated Hours Included	Cost
Software License base license fee	n/a	\$6,100.00
Professional Services (52 hours included)	52	\$6,562.00
Technical Support (13 hours)		\$1,193.00
Total First Year Set up and Subscription Fee		\$13,855.00

1.2 The Fees for all years following the first year of the Term (i.e. any renewal terms) shall be as follows:

Services	Dedicated Hours Included	Cost
Software License base license fee	n/a	\$6,100.00
Professional Services (21 hours included each year)	21	\$2,687.00
Technical Support (13 hours)		\$1,193.00
Total Subscription Fee		\$9,980.00

2. Additional Professional Services and Technical Support

2.1 If Customer requires any additional Professional Services beyond the number of hours included in the annual fees. paid, Emerge Knowledge shall provide such Professional Services at Emerge Knowledge's Standard Commercial Rates set out in the table below:

Emerge Knowledge Professional Services Hourly Rates by Labor Category

Information Systems / Solutions Management Services	Hourly Rate
Solutions Manager	\$ 130.00
Senior Solutions Manager	\$ 170.00
Systems Analysis and Design Services	
Systems Analyst	\$ 90.00
Senior Systems Analyst	\$ 120.00
Principal Systems Analyst	\$ 170.00
Programming Services	
Junior Computer Programmer	\$ 70.00
Computer Programmer	\$ 90.00
Senior Computer Programmer	\$ 110.00
Web Design Services	
Web Designer	\$110.00
Technical Support Services	
Technical Support Analyst	\$ 90.00
Senior Technical Support Analyst	\$ 105.00

2.2 The annual Subscription Fee for any years following the first year of the Term (ie. any renewal terms) and hourly service rates may be subject to change in the future upon EmERGE Knowledge providing a minimum of sixty (60) days written notice, provided, however, that such fee and rates will not be increased more than once in any calendar year and no increase shall exceed 2% in any given year.

Exhibit B Scope of Work

1.0 PURPOSE

This solicitation is to establish a service contract for 24 months with up to four (4) 12-month extension options with an established and qualified vendor (referred to as "Contractor") who can design, develop and maintain a secure Web-based data collection and reporting system. This contract will be utilized by the City of Austin, Austin Resource Recovery Department (referred to as "City").

The City's intention is to procure the services described herein for a firm fixed not-to-exceed price. Proposers shall include **all** costs for providing the services as defined by this RFP.

2.0 BACKGROUND

On November 4, 2010, the Austin City Council passed the Universal Recycling Ordinance (referred to as "URO") amending City Code Chapter 15-6 related to recycling (see Attachment A, Ordinance No. 20101104-018). One of the requirements of the URO is for private waste service providers (referred to as "Private Haulers") and recyclable material generators ("Facilities") to provide the City applicable data pertaining to waste streams and recycling.

The data collected will be used to develop reports for review by City staff to help the City promote economic development, ensure compliance with the URO, develop innovative programs to assist the business community, and provide technical assistance to Austin-area companies (referred to as "Program"). The data collected will enable the City to more accurately communicate progress towards Austin's Zero Waste goal of reducing materials sent to landfills by 90% by the year 2040.

Phase 1 of the URO became effective on October 1, 2012. Private Haulers, including self-haulers, are required to file a volume report twice each year that details the volumes and types of materials collected by the recycling service provider at premises required to comply with City Code Chapter 15-6.

Also effective on October 1, 2012, non-residential premises that consist of 100,000 or more square feet of floor area, and multi-family residential properties that consist of more than 75 units are required to submit annual Recycling and Waste Diversion Plan Forms (the effective date for future properties varies by property type and size).

In order to reduce paperwork, increase efficiency, and better serve the public, the City has initiated this solicitation to obtain a Contractor who is best qualified to design, develop and maintain a robust Web-based data management collection system. The Contractor will be required to provide the appropriate database structures with flexible report and data analysis capabilities. The Contractor will develop a multi-user Website that will allow reporting forms to be electronically accessible and available online.

3.0 BASIC SYSTEM OVERVIEW

The City requires a simple, effective, and secure system that provides consolidated reports, as needed by the City, detailing compliance with the URO by property. Below is a basic overview of the type of system required, but may not include the complete requirements of the system.

3.1 Web-Based System – The data collection system, which will be maintained by the Contractor, will be Web-based and will provide Private Haulers and self-haulers (property owners or property managers) a secure method by which to submit data as required by the URO and the Austin Resource Recovery Department Director's Rules (see Attachment B, Director's Rules). The Web-based data collection system will have a single point of entry, will automatically populate recurring fields as specifically described in 'Basic System Overview' notes in Emerge Knowledge Proposal, will provide easy and flexible search options, and will provide City staff compliance summary reports (see Section 7.0, Required Data and Reports Needed).

3.2 Collection of Data – The data collected by the Contractor through the Web-based system will be assembled, collected, maintained, and hosted by the Contractor

4.0 SOURCES OF DATA INPUT

4.1 Self-Hauler Reporting

The URO requires that owners of properties that are a particular type and size (effective date varies according to property size) must either self-haul or obtain services from a City-registered Private Hauler to handle the collection and processing of the recyclable materials generated. The URO requires volume reports for specified multi-family and non-residential properties (effective date varies according to property size).

- 4.1.1 If a property owner or property manager self-hauls and takes materials directly to a landfill or recycling processor, then the owner or property manager is required to report volumes using the Web-based data collection system.

4.2 Generator Plan Forms

- 4.2.1 Property owners, or their designees, are required to submit a Generator Plan Form indicating their types of materials processed, and number and size/capacity of containers.

- 4.2.2 Generator Plan Forms must be updated annually..

4.3 Data Collected by Staff Inspections

- 4.3.1 Periodically, City staff may physically inspect properties required to comply with the URO. These inspections can be the result of requests from the property owners or property managers, community complaints, staff observations, referrals from other departments, or part of a random selection of properties visited. The data collection system should be able to accept and incorporate staff-generated information and non-compliance issues as notes or addendums to the records.

- 4.3.2 City staff may be asked to provide education, outreach, and technical assistance for properties. Details of information obtained may be extensive in nature, and the data collection system should provide adequate accessibility for City staff to log-in and input that information into the property records.

5.0 DATA

In the event a new vendor is awarded the contract as the result of a subsequent solicitation, the Contractor agrees to provide all Data collected on behalf of the City of Austin through the Software via a standard export report in CSV and/or Microsoft Excel™ format to the new vendor (or other City-designated independent 3rd party) during the 30-day period prior to the expiration of the final term of this contract.

6.0 BASIC FUNCTIONAL REQUIREMENTS

The system must be able to accommodate a relatively large number of users simultaneously (approx. 20) and each user (up to 30,000) must have a unique login and password to access the system. The system must also be able to maintain multiple data fields on a minimum of 30,000 properties, and must have the flexibility to expand its storage and operating capacity to meet the needs of Austin's future growth and development.

Due to the large number of properties, and ongoing changes in property ownership, the Contractor needs to provide a system that includes a standard method of entering property addresses that will identify duplicate property addresses as well as multiple inputs for the same address. Each property can be geo-located in the system.

Below are the minimum basic functional attributes of the data collection system that are necessary in order to fulfill the reporting requirements specified in the URO. (For reference only, may not be a complete list.)

- 6.1 A Web-based, Contractor-hosted System that allows easy and secure access through the Internet.
- 6.2 Reporting entity data collected on behalf of the City of Austin through the Software is made available through reports. Reports are generated as tables are exportable in two formats: CSV, and Microsoft Excel™.
- 6.3 The System will allow Property Owners/Managers, property designees and designated City staff to create secure logins. The City will be provided with a custom registration URL that will allow Property Owners/Managers and property designees to create secure logins. The City will be responsible for promoting the custom registration URL to the required reporting entities. Contractor will provide City staff (designated by the City) with secure login credentials for administrative access.
- 6.4 Secure, password protected access for Property Owners/Managers, property designees, and designated City staff.
- 6.5 System capacity and flexibility to allow for modifications, enhancements and expansion to meet the reporting requirements for Phase I and Phase II, of the URO as agreed by both parties.
- 6.6 System must be capable of handling multiple simultaneous logins with unique user IDs.
- 6.7 Reports – Contractor is capable of creating a wide variety of reporting tools which will can give The City the flexibility to analyze data quickly after configuration (i.e. non-compliant properties, sorted by zip code, organized by street/block) in a tabular and chart form if required. Tabular data can be exported in XLSX & CSV format. The configuration of these reporting tools entails cooperative consultation between Contractor and Customer. It generally takes 1 – 3 months from conception to implementation. Requests for changes to these tools require a minimum of five (5) weeks prior to expected implementation and will be delivered in accordance with Contractor's monthly launch schedule. Unanticipated queries of the data can be accommodated if necessary. A minimum five (5) business days of notice is required from request to delivery of these unanticipated queries. The results of unanticipated queries of will be delivered in CSV format. Unanticipated queries utilize available professional services hours.
- 6.8 Flexible data collection capabilities that will accept, at a minimum, property information, service provider information, volume (tons) and type of recyclable materials collected, and other information deemed necessary by the Director of the Austin Resource Recovery Department.
- 6.9 SYSTEM IS EXPECTED TO BE FULLY OPERATIONAL (SUCCESSFULLY TESTED AND APPROVED BY CONTRACT MANAGER) WITHIN 18 MONTHS OF CONTRACT EXECUTION.

7.0 REQUIRED DATA AND REPORTS

This solicitation identifies the **minimum level** of functionality the City requires in a Web-based data collection and reporting system. The items listed in this section are examples of data that are likely to be input into the system by online users, but do not necessarily indicate all data and reports that will be required upon system implementation. The City reserves the right to add/delete/modify data fields, add/delete/modify reports, etc., at any time as deemed necessary as supported by Contractor professional services hours available to Customer included in Contract.

In an effort to make the system easy to use as possible, the City would like the system to include the functionality of checkboxes, dropdown menus, text-only fields, number-only fields, etc., insofar as possible and as determined to be appropriate through the system development process.

At a minimum, the successful Contractor will provide a system with the following capabilities and attributes.

7.1 SAMPLE of Data Required from All Properties (General Information)

- a. Name and address of location (street number, street name, zip code)
- b. Owner information (name, phone and email address)
- c. On-site manager or contact person (name, phone and email address)
- d. Date of last filed Recycling Plan Form
- e. Date of last educational effort
- f. How was education performed?
- g. Recycling collection containers:
 - Within 25 feet of trash containers (Yes/No)
 - Number of outdoor recycling containers
 - Weekly capacity of containers (i.e. cubic yards, gallons)
 - Type of recycling containers (i.e. dumpsters, carts)
 - Type of trash containers
 - Number of pickups per week (frequency)
- h. Types of recyclable materials accepted
- i. Signs clearly indicate what recyclable materials are accepted
- j. Trash service provider, if different (contact name, address, and number)

7.2 SAMPLE of Data Required Specific to Multi-family Properties

- a. Number of individual units
- b. Number of buildings in complex, number of units per building
- c. Number of public accessible "Waste Stations"
- d. Site Plan available (Yes/No)
- e. On-site recycling service volume capacity (gallons or cubic yards) for property address
- f. Average recycling service volume (gallons or cubic yards) per dwelling unit

7.3 SAMPLE of Data Required Specific to Commercial Properties

- a. Square footage of facility
- b. Number and types of businesses (for Multi-Use only)
- c. Recycling collection containers:
 - Outside location of on-site collection containers (*i.e. next to trash container, at loading dock, etc.*)
 - Number of each type of collection container
 - Number of pickups per week/month
- d. On-site recycling service volume capacity (gallons or cubic yards) per property address
- e. On-site trash service volume capacity (gallons or cubic yards) per property address
- f. Percentage ratio between recycling volume and trash volume per property address

7.4 3rd Party Reports Required

- a. Citywide Diversion Rate
- b. Diversion by Business Segment
- c. Diversion by Property Address
- d. Property Addresses NOT Reporting Recycling Rates
- e. Waiver Requests by Property
- f. Diversion Tons by Material Types (partial list):
 - Glass
 - Aluminum Cans
 - Plastics
 - Cardboard
 - Mixed Paper
 - Plastics 1 and 2
 - Plastics 3 to 7

8.0 EXISTING PAPER FORMS TO BE OFFERED ONLINE

At a minimum, the following forms will need to be consolidated and provided in an integrated format.

- 8.1 Multifamily and Commercial Recycling Plan Form
- 8.2 Multifamily and Commercial Recycling Onsite Assessment Form
- 8.4 Individual Property or Self Haul Reporting Form
- 8.5 WAIVER PROCESS TO REQUEST ALTERNATE MATERIALS OR REQUEST FOR HARDSHIP EXEMPTION.

9.0 MINIMUM SYSTEM ADMINISTRATION REQUIREMENTS OF CONTRACTOR

- 9.1 The Contractor will modify reports as needed, or upon request by the City, as supported by Contractor professional services hours available to Customer included in Contract.
- 9.2 The Contractor will maintain a record of user accounts that are registered for the City of Austin reporting program. Passwords are intentionally selected and maintained by users to ensure security. The Software has a password management system to enable users to reset their password.
- 9.3 The Contractor will maintain account access logs with usernames and maintain possession of the master list of accounts that are registered for the City of Austin reporting program.
- 9.4 The Contractor will maintain a password management system for all accounts.
- 9.5 The Contractor will provide City-approved email notifications for registered users of pertinent information, updates, and failure to report data.
- 9.6 The Contractor will provide analytical reporting tools allowing the client to query data quickly. Unanticipated queries of the data can be accommodated if required. A minimum five (5) business days of notice is required from request to delivery of these unanticipated queries. The results of unanticipated queries of will be delivered in CSV format. Unanticipated queries will utilize professional services hours.
- 9.7 The Contractor will ensure that the data collection system is capable of providing notifications to the users as needed.
- 9.8 The Contractor will solicit surveys from the users, at least annually, regarding the performance and potential improvements to the data collection system.
- 9.9 The Contractor will maintain the data collection system in such a way as to prevent any unscheduled downtime. System uptime of 99.9% is required.
- 9.10 The Contractor will ensure that the system's software program is backed-up regularly and will demonstrate appropriate disaster recovery plans to guarantee that data will not be lost.
- 9.11 The Contractor will ensure that user data is backed-up daily off-site and that the data back-ups are protected against loss, corruption, or accidental deletion.
- 9.12 The Contractor will work closely by telephone and through online meetings with City staff during the configuration of surveys and reporting tools.
- 9.12 Reporting entity data collected on behalf of the City of Austin through the Software is made available through reports. Reports are generated as tables are exportable in two formats: CSV, and Microsoft Excel™.
- 9.13 The Contractor shall offer online help to data collection system users during normal business hours. Normal business hours are from 9:00 A.M. to 5:00 P.M. (CST).

- 9.14 The Contractor shall ensure that the data collection system includes a process of flagging and identifying redundant or duplicative information (i.e. property address, date of input) via Discrepancy and 'unreasonable value' reports to flag data outliers.

10.0 DATA PROTECTION AND CONTINGENCY PLAN

The Contractor shall demonstrate how data will be backed-up and protected against loss. The Contractor shall also provide a written contingency plan to provide for continuity of operation should the Database and support systems be adversely impacted by a disaster or other event.

The Contractor will also demonstrate what security measures will be incorporated to prevent illegal data mining/theft of data.

11.0 CONTRACTOR EXPERIENCE

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Proposals that do not meet the minimum requirements shall be deemed non-responsive and will not be considered.

Minimum qualifications are:

- 11.1 At least five (5) years in business providing similar services
- 11.2 Demonstrated ability to support government enterprise operations with similar products
- 11.3 Existing client verification of ease-of-use claims
- 11.4 Customer or professional references (at least 3)

12.0 EVALUATION FACTORS

- 12.1 System Concept and Solutions Proposed (20 Points)
- 12.2 Sample Online Interface, or other examples of similar completed projects that clearly demonstrate capabilities of current personnel. (20 points)
- 12.3 Project Management Structure (10 Points)
- 12.4 Personnel Qualifications (20 Points)
- 12.5 Total Evaluated Cost (20 Points)
- 12.6 Local Business Presence (10)
- 12.7 Interviews for top 2-4 vendors, as needed, at the discretion of the City. (25 Points)

(Refer to 0600 "Bid Sheet" for additional Proposal Preparation Instructions and Evaluation Factors.)

13.0 APPLICABLE PERMITS AND LICENSES

The Contractor shall obtain and maintain all permits and licenses to perform all services described herein. All services provided in relation to this agreement, directly and indirectly, shall be in compliance with all laws,

ordinances, specifications, rules and regulations applicable to this service as established by any federal, state or local governmental provisions prevailing during the term of this agreement.

14.0 INVOICE REQUIREMENTS

The Contractor shall submit a monthly invoice to the City by the 15th day of each month which details the charges billed under the contract for the previous calendar month to the City of Austin, Austin Resource Recovery, Attn: Accounts Payable, P.O. Box 1088, Austin, Texas 78767.

The Contractor's monthly invoice shall list, at a minimum, the following information:

- 14.1 The quantity of items or description of services billed.
- 14.2 Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the new or changed service. The method(s) used by the Contractor to calculate prorated bills is subject to the approval of the City.

15.0 OMISSIONS

It is the intention of this scope of work to acquire complete development, implementation, and maintenance for a data collection system of the type described herein. All items and/or services omitted from this scope of work which are clearly necessary for the successful operation of the services described herein shall be considered requirements, although not directly specified or called for herein.

16.0 CONTRACT AWARD

This contract will be awarded to the Contractor submitting the responsive bid that receives the highest total score based upon the aforementioned Evaluation Factors.

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

SOLICITATION NUMBER: SDC0010

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 2093852

DESCRIPTION: SOFTWARE, MAINFRAME, DATABASE,
LATEST VERSION

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

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title

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

SOLICITATION NUMBER: SDC0010

PROJECT NAME: DATA COLLECTION AND REPORTING SERVICES

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

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

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

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

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

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

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

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP NUMBER: SDC0010**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an EXECUTIVE SUMMARY of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be no more than 15 pages (not including exhibits and appendices) and shall be organized in the following format (USING THE EXACT TITLES) and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III – Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of what your specific approach will be for designing, configuring, developing, and implementing the system as described in the Scope of Work. (Your description should include how you will ensure that the proposed design will meet the City's end user expectations.)
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. A description of your work by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks up to, and beyond, the point of initial implementation.
 - iv. A description of how the system will be tested before implementation. (Please include your specific approach to testing, and explain the testing tools and procedures typically used by your firm.)
 - v. The minimum hardware and software requirements that must be maintained by end users in order to ensure compatibility with the system. (Your description should also include what impact, if any, upgrades to the system could have on end user hardware and software requirements.)
 - vi. A description of how you will provide training and support to end users.
 - vii. The degree of definition provided in each technical element of your plan.
 - viii. The points at which written, deliverable reports will be provided.
 - ix. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP NUMBER: SDC0010**

- x. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. List at least three (3) customer contacts for which the same or similar services and products have been provided by your company. Supply the project title, year, and reference name, title, present address, and phone number of principal person(s) for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. 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. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- H. **Part VIII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
 - i. 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.
 - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - iii. 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.

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- iv. 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>

- I. **Part IX - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- J. **Part X - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- K. **Part XI - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- L. **Part XII - Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

Important Note: Please identify which costs will be in the first year of the contract (which should include design, development, testing, staff training, and full implementation), and which costs will be in years 2 and 3 of the contract.

- i. Manpower. **Itemize each category of personnel with separate hourly rates:**
- (1) manager, senior consultant, analyst, programmer, subcontractor, etc.
 - (2) estimated hours for each category of personnel (estimated hours should cover, at a minimum: design and development, testing, training, implementation, monthly maintenance and support, etc.)
 - (3) rate applied for each category of personnel
 - (4) total cost
- ii. Itemize cost of supplies and materials
- iii. Other itemized direct costs
- iv. Hourly rates should include all administrative burden or overhead costs included in the administration of this contract.

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- v. Travel expenses. All travel lodging 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/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed 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.

- vi. Printing. State separately the cost of furnishing copies of the final report (if applicable).
- vii. Total cost schedule.

2. EXCEPTIONS:

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

3. PROPOSAL PREPARATION COSTS:

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

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City using the Evaluation factors below. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the best proposal. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:** Proposals will be evaluated based on the following criteria and rankings. A maximum 100 points will be awarded (100 points based on the evaluation of the proposal). Optional: Interviews -25 points, if the City determines an interview is necessary.

- (1) System Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.) [20 points]
- (2) Sample Online Interface (or other examples of similar completed projects that clearly demonstrate capabilities of current personnel) [20 points]
- (3) Project Management Structure [10 points]
- (4) Personnel Qualifications/Credentials [20 points] -

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(5) Total Evaluated Cost [20 points]

(6) LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

(7) Optional: Interviews to be conducted for the top 2-4 vendors, as needed, at the discretion of the City. (25 Points)

C. Contract Payment and Retainage:

- i. The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. **A firm not-to-exceed contract is intended**, with payments as mutually determined in writing.

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1.0 PURPOSE

This solicitation is to establish a service contract for 24 months with up to four (4) 12-month extension options with an established and qualified vendor (referred to as “Contractor”) who can design, develop and maintain a secure Web-based data collection and reporting system. This contract will be utilized by the City of Austin, Austin Resource Recovery Department (referred to as “City”).

The City’s intention is to procure the services described herein for a firm fixed not-to-exceed price. Proposers shall include all costs for providing the services as defined by this RFP.

2.0 BACKGROUND

On November 4, 2010, the Austin City Council passed the Universal Recycling Ordinance (referred to as “URO”) amending City Code Chapter 15-6 related to recycling (see Attachment A, Ordinance No. 20101104-018). One of the requirements of the URO is for private waste service providers (referred to as “Private Haulers”) and recyclable material generators (“Facilities”) to provide the City applicable data pertaining to waste streams and recycling.

The data collected will be used to develop reports for review by City staff to help the City promote economic development, ensure compliance with the URO, develop innovative programs to assist the business community, and provide technical assistance to Austin-area companies (referred to as “Program”). The data collected will enable the City to more accurately communicate progress towards Austin’s Zero Waste goal of reducing materials sent to landfills by 90% by the year 2040.

Phase 1 of the URO became effective on October 1, 2012. Private Haulers, including self-haulers, are required to file a volume report twice each year that details the volumes and types of materials collected by the recycling service provider at premises required to comply with City Code Chapter 15-6.

Also effective on October 1, 2012, non-residential premises that consist of 100,000 or more square feet of floor area, and multi-family residential properties that consist of more than 75 units are required to submit annual Recycling and Waste Diversion Plan Forms (the effective date for future properties varies by property type and size).

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In order to reduce paperwork, increase efficiency, and better serve the public, the City has initiated this solicitation to obtain a Contractor who is best qualified to design, develop and maintain a robust Web-based data management collection system. The Contractor will be required to provide the appropriate database structures with flexible report and data analysis capabilities. The Contractor will develop a multi-user Website that will allow reporting forms to be electronically accessible and available online.

3.0 BASIC SYSTEM OVERVIEW

The City requires a simple, effective, and secure system that provides consolidated reports, as needed by the City, detailing compliance with the URO by property. Below is a basic overview of the type of system required, but may not include the complete requirements of the system. The City reserves the right to modify the system requirements, as needed, to meet the goals of the Program.

- 3.1 Web-Based System – The data collection system, which will be maintained by the Contractor, will be Web-based and will provide Private Haulers and self-haulers (property owners or property managers) a secure method by which to submit data as required by the URO and the Austin Resource Recovery Department Director's Rules (see Attachment B, Director's Rules). The Web-based data collection system will have a single point of entry, will automatically populate recurring fields, will provide easy and flexible search options, and will provide City staff compliance summary reports as needed (see Section 7.0, Required Data and Reports Needed).
- 3.2 Collection of Data – The data collected by the Contractor through the Web-based system will be assembled, collected and maintained by the Contractor. The City will not assemble, collect or maintain the data. Should the City inadvertently be provided information related to a Private Hauler's customer list or operational methodology that may be considered proprietary in nature, and then receive a request for the information pursuant to the Texas Public Information Act, the City will follow the procedure contained in the Texas Public Information Act related to third-party proprietary rights.

4.0 SOURCES OF DATA INPUT

4.1 Private Hauler / Self-Hauler Reporting

The URO requires that owners of properties that are a particular type and size (effective date varies according to property size) must either self-haul

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or obtain services from a City-registered Private Hauler to handle the collection and processing of the recyclable materials generated. The URO requires volume reports for specified multi-family and non-residential properties (effective date varies according to property size).

4.1.1 If a property owner or property manager self-hauls and takes materials directly to a landfill or recycling processor, then the owner or property manager is required to report volumes using the Web-based data collection system.

4.1.2 If a property owner or property manager obtains services from a Private Hauler, then the Private Hauler is required to report volumes on behalf of its client using the Web-based data collection system. All Private Haulers that transport materials for any form of compensation must be registered with the City.

4.2 Generator Plan Forms

4.2.1 Property owners, or their designees, are required to submit a Generator Plan Form indicating their service provider, types of materials processed, and number and size/capacity of containers.

4.2.2 Generator Plan Forms must be updated annually, or when the service provider changes.

4.3 Data Collected by Staff Inspections

4.3.1 Periodically, City staff may physically inspect properties required to comply with the URO. These inspections can be the result of requests from the property owners or property managers, community complaints, staff observations, referrals from other departments, or part of a random selection of properties visited. The data collection system should be able to accept and incorporate staff-generated information and non-compliance issues as notes or addendums to the records.

4.3.2 City staff may be asked to provide education, outreach, and technical assistance for properties. Details of information obtained may be extensive in nature, and the data collection system should provide adequate accessibility for City staff to log-in and input that information into the property records.

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5.0 PROTECTION OF PRIVATE HAULER-SPECIFIC INFORMATION

Private Hauler-specific “proprietary” information that is submitted by users into the data collection system will be held and maintained by the Contractor, not the City. The Contractor shall not provide the City with hauler-specific proprietary information, but rather shall provide recycling reports on a regular basis, or as requested by the City, that identify properties that are delinquent in providing annual Recycling Plan Forms and identify properties where there is no record of adequate levels of recycling services. (Please refer to section 3.2, ‘Collection of Data’.)

Below is a partial list of methods to be incorporated to handle and protect Private Hauler-specific proprietary information.

- 5.1 During the term of this contract, the Contractor is in possession of, and maintains, the collected data. However, if the Contractor fails to fulfill the contractual obligations of the contract, and is thereby in breach of contract, the Contractor agrees to transfer all necessary information, data, software/programming code (unless specifically identified as “proprietary” in the proposal), queries, tables, reports, and any other information created under the terms of this contract to a City-designated independent 3rd party who will be selected by the City at that time.
- 5.2 In the event a new vendor is awarded the contract as the result of a subsequent solicitation, the Contractor agrees to provide all necessary information, data, software/programming code (unless specifically identified as “proprietary” in the proposal), queries, tables, reports and other information created under the terms of this contract to the new vendor (or other City-designated independent 3rd party) during the 30-day period prior to the expiration of the final term of this contract.
- 5.3 The City will at no time take possession of the raw data described herein, except for the data presented in reports submitted to the City by the Contractor under the terms of this contract. Consequently, the Contractor is under no obligation to provide the City any of the raw data that includes Hauler-specific information.
- 5.4 Reports provided to the City by the Contractor may be subject to open records requests per applicable State and Federal laws. However, Private Hauler-specific proprietary information will not be reported to the City, and the City and the Contractor agree to protect this information to the fullest extent allowed by law.

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- 5.5 The City cannot ask for a list of properties by Private Hauler, nor can any reports submitted to the City indicate any specific Private Hauler.
- 5.6 The City cannot request Private Hauler-specific information, raw data, reports, spreadsheets, or any set of information that could be used by a competitor to identify clients of a specific Private Hauler.
- 5.7 In all reports provided to the City, all references to Private Haulers will be removed by the Contractor.
- 5.8 At the end of the contract, all of the data will be given to the next successful vendor.

6.0 BASIC FUNCTIONAL REQUIREMENTS

The system must be able to accommodate a relatively large number of users simultaneously (approx. 20) and each user (up to 30,000) must have a unique login and password to access the system. The system must also be able to maintain multiple data fields on a minimum of 30,000 properties, and must have the flexibility to expand its storage and operating capacity to meet the needs of Austin's future growth and development.

Due to the large number of properties, and ongoing changes in property ownership, the Contractor needs to provide a system that includes a standard method of entering property addresses that will prevent duplicate property addresses as well as multiple inputs for the same address. The key identification of the system's tables should be the property address.

Below are the minimum basic functional attributes of the data collection system that are necessary in order to fulfill the reporting requirements specified in the URO. (For reference only, may not be a complete list.)

- 6.1 A Web-based, Contractor-hosted system that allows easy and secure access through the Internet.
- 6.2 Ability to export data for use in existing City databases. Exports must be in a common format such as an Excel spreadsheet, csv, flat file, etc.
- 6.3 Secure logins provided to Private Haulers, Property Owners/Managers, and designated City staff.

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- 6.4 Secure, password protected access for Private Haulers, Property Owners/Managers, and designated City staff.
- 6.5 System capacity and flexibility to allow for modifications, enhancements and expansion to meet the reporting requirements for Phase I, Phase II, and any future requirements of the URO.
- 6.6 System must be capable of handling multiple simultaneous logins with unique user IDs. (Note: By October 1, 2013, there will be approximately 1500 commercial and multi-family properties, 10 City of Austin Staff, and approximately 75 Private Haulers needing login access to the system.)
- 6.7 Reports - Contractor must be able to modify and provide reports based on City needs within five (5) business days. This includes requests for new reports using SQL, or similar, database reporting functions. The City reserves the right to request reports in a raw format (i.e. Excel, csv). The system's reporting capabilities must remain flexible, and system and Contractor staff must be capable of providing reports based on City-provided criteria (i.e. non-compliant properties, sorted by zip code, organized by street/block).
- 6.8 Flexible data collection capabilities that will accept, at a minimum, property information, service provider information, volume (tons) and type of recyclable materials collected, and other information deemed necessary by the Director of the Austin Resource Recovery Department.
- 6.9 SYSTEM IS EXPECTED TO BE FULLY OPERATIONAL (SUCCESSFULLY TESTED AND APPROVED BY CONTRACT MANAGER) WITHIN 18 MONTHS OF CONTRACT EXECUTION.

7.0 REQUIRED DATA AND REPORTS

This solicitation identifies the minimum level of functionality the City requires in a Web-based data collection and reporting system. The items listed in this section are examples of data that are likely to be input into the system by online users, but do not necessarily indicate all data and reports that will be required upon system implementation. The City reserves the right to add/delete/modify data fields, add/delete/modify reports, etc., at any time as deemed necessary.

In an effort to make the system easy to use as possible, the City would like the system to include the functionality of checkboxes, dropdown menus, text-only fields, number-only fields, etc., insofar as possible and as determined to be appropriate through the system development process.

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At a minimum, the successful Contractor will provide a system with the following capabilities and attributes. **(For reference only, not a complete list.)**

7.1 SAMPLE of Data Required from All Properties (General Information)

- a. Name and address of location (street number, street name, zip code)
- b. Owner information (name, phone and email address)
- c. On-site manager or contact person (name, phone and email address)
- d. Date of last filed Recycling Plan Form
- e. Date of last educational effort
- f. How was education performed?
- g. Recycling collection containers:
 - Within 25 feet of trash containers (Yes/No)
 - Number of outdoor recycling containers
 - Weekly capacity of service provider's containers (i.e. cubic yards, gallons)
 - Type of recycling containers (i.e. dumpsters, carts)
 - Type of trash containers
 - Number of pickups per week (frequency)
- h. Recycling Service provider (contact name, address, and number)
- i. Types of recyclable materials accepted
- j. Signs clearly indicate what recyclable materials are accepted
- k. Trash service provider, if different (contact name, address, and number)

7.2 SAMPLE of Data Required Specific to Multi-family Properties

- a. Number of individual units
- b. Number of buildings in complex, number of units per building
- c. Number of public accessible "Waste Stations"
- d. Site Plan available (Yes/No)
- e. On-site recycling service volume capacity (gallons or cubic yards) for property address
- f. Average recycling service volume (gallons or cubic yards) per dwelling unit

7.3 SAMPLE of Data Required Specific to Commercial Properties

- a. Square footage of facility
- b. Number and types of businesses (for Multi-Use only)
- c. Recycling collection containers:
 - Outside location of on-site collection containers (*i.e. next to trash container, at loading dock, etc.*)

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- Number of each type of collection container
- Number of pickups per week/month
- d. On-site recycling service volume capacity (gallons or cubic yards) per property address
- e. On-site trash service volume capacity (gallons or cubic yards) per property address
- f. Percentage ratio between recycling volume and trash volume per property address

7.4 3rd Party Reports Required (For Reference Only, not a complete list)

- a. Citywide Diversion Rate
- b. Diversion by Business Segment
- c. Diversion by Property Address
- d. Property Addresses NOT Reporting Recycling Rates
- e. Waiver Requests by Property
- f. Diversion Tons by Material Types (partial list):
 - Glass
 - Aluminum Cans
 - Plastics
 - Cardboard
 - Mixed Paper
 - Plastics 1 and 2
 - Plastics 3 to 7

8.0 EXISTING PAPER FORMS TO BE OFFERED ONLINE

At a minimum, the following forms will need to be consolidated and provided in an integrated format.

- 8.1 Multifamily and Commercial Recycling Plan Form
- 8.2 Multifamily and Commercial Recycling Onsite Assessment Form
- 8.3 Multifamily and Commercial Recycling Service Provider Reporting Form
- 8.4 Individual Property or Self Haul Reporting Form
- 8.5 WAIVER PROCESS TO REQUEST ALTERNATE MATERIALS OR REQUEST FOR HARDSHIP EXEMPTION.

9.0 MINIMUM SYSTEM ADMINISTRATION REQUIREMENTS OF CONTRACTOR

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- 9.1 The Contractor will modify reports and user-interface as needed, or upon request by the City.
- 9.2 The Contractor will retain possession of all account access information and verification per the terms of the contract.
- 9.3 The Contractor will provide account access logs with usernames and passwords and maintain possession of the master list of accounts and Private Hauler information.
- 9.4 The Contractor will maintain a password management system for all accounts.
- 9.5 The Contractor will provide City-approved email notifications for registered users of pertinent information, updates, and failure to report data.
- 9.6 The Contractor will compile data, develop queries, and provide reports to the City as requested (as long as the City does not request hauler-specific reports).
- 9.7 The Contractor will ensure that the data collection system is capable of providing notifications to the users as needed.
- 9.8 The Contractor will solicit surveys from the users, at least annually, regarding the performance and potential improvements to the data collection system.
- 9.9 The Contractor will maintain the data collection system in such a way as to prevent any unscheduled downtime. System uptime of 99.9% is required.
- 9.10 The Contractor will ensure that the system's software program is backed-up regularly and will demonstrate appropriate disaster recovery plans to guarantee that data will not be lost.
- 9.11 The Contractor will ensure that user data is backed-up daily off-site and is protected against loss, corruption, or accidental deletion.
- 9.12 The Contractor will work closely with City staff during the development of system design, website user interface, reports, and overall system functionality.
- 9.13 The Contractor will develop a data collection system that is capable of exporting data into a table with fields that is compatible or up-loadable to

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other information systems currently used by the City, including AMANDA and/or the City's billing system.

- 9.14 The Contractor shall offer online help to data collection system users during normal business hours. Normal business hours are from 9:00 A.M. to 5:00 P.M. (CST).
- 9.15 The Contractor shall ensure that the data collection system's reporting flexibility shall accommodate data analyses needed to aid in the tracking of the City's Zero Waste Initiative.
- 9.16 The Contractor shall ensure that the data collection system includes a process of flagging and identifying redundant or duplicative information (i.e. property address, date of input).

10.0 DATA PROTECTION AND CONTINGENCY PLAN

The Contractor shall demonstrate how data will be backed-up and protected against loss. The Contractor shall also provide a written contingency plan to provide for continuity of operation should the Database and support systems be adversely impacted by a disaster or other event.

The Contractor will also demonstrate what security measures will be incorporated to prevent illegal data mining/theft of data.

11.0 CONTRACTOR EXPERIENCE

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Proposals that do not meet the minimum requirements shall be deemed non-responsive and will not be considered.

Minimum qualifications are:

- 11.1 At least five (5) years in business providing similar services
- 11.2 Demonstrated ability to support government enterprise operations with similar products
- 11.3 Existing client verification of ease-of-use claims
- 11.4 Customer or professional references (at least 3)

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12.0 EVALUATION FACTORS

- 12.1 System Concept and Solutions Proposed (20 Points)
- 12.2 Sample Online Interface, or other examples of similar completed projects that clearly demonstrate capabilities of current personnel. (20 points)
- 12.3 Project Management Structure (10 Points)
- 12.4 Personnel Qualifications (20 Points)
- 12.5 Total Evaluated Cost (20 Points)
- 12.6 Local Business Presence (10 Points)
- 12.7 Interviews for top 2-4 vendors, as needed, at the discretion of the City. (25 Points)

(Refer to 0600 “Bid Sheet” for additional Proposal Preparation Instructions and Evaluation Factors.)

13.0 APPLICABLE PERMITS AND LICENSES

The Contractor shall obtain and maintain all permits and licenses to perform all services described herein. All services provided in relation to this agreement, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations applicable to this service as established by any federal, state or local governmental provisions prevailing during the term of this agreement.

14.0 INVOICE REQUIREMENTS

The Contractor shall submit a monthly invoice to the City by the 15th day of each month which details the charges billed under the contract for the previous calendar month to the City of Austin, Austin Resource Recovery, Attn: Accounts Payable, P.O. Box 1088, Austin, Texas 78767.

The Contractor’s monthly invoice shall list, at a minimum, the following information:

- 14.1 The quantity of items or description of services billed.

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- 14.2 Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the new or changed service. The method(s) used by the Contractor to calculate prorated bills is subject to the approval of the City.

15.0 OMISSIONS

It is the intention of this scope of work to acquire complete development, implementation, and maintenance for a data collection system of the type described herein. All items and/or services omitted from this scope of work which are clearly necessary for the successful operation of the services described herein shall be considered requirements, although not directly specified or called for herein.

16.0 CONTRACT AWARD

This contract will be awarded to the Contractor submitting the responsive bid that receives the highest total score based upon the aforementioned Evaluation Factors.

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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov.

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

3. **TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. **QUANTITIES**

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

5. **DELIVERY REQUIREMENTS**

Location:

Days: _____

See Specification

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

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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Resource Recovery
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

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

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

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

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

- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If 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.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the

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

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>

9. A. ECONOMIC PRICE ADJUSTMENT

A. Prices shown in this contract shall remain firm for the first 12 months period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

B. Price Increases

i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in 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 include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, a relevant version of the Producer Price Index (s) (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have (# of calendar days) to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

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

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases 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 (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

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

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

11. **CONTRACT MANAGER**

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

Phillip Tindall

512-974-1955

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

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: SDC0010

COMMODITY/SERVICE DESCRIPTION: DATA COLLECTION AND REPORTING SERVICES

DATE ISSUED: 4/22/2013

REQUISITION NO.: 1500 13032900300

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 2093852

LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

PROPOSAL DUE PRIOR TO: 5/17/2013 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Cocke

Buyer II

Phone: (512) 974-2003

PROPOSAL CLOSING TIME AND DATE: 5/17/2013 @ 2:00 P.M.

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

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

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

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

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

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

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

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0500	SCOPE OF WORK	12
0600	PROPOSAL PREP INSTRUCTIONS / EVALUATION FACTORS	5
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
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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

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

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

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

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov.

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

3. **TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. **QUANTITIES**

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

5. **DELIVERY REQUIREMENTS**

Location:

Days: _____

See Specification

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

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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Resource Recovery
Attn:	Accounts Payable
Address	P.O. Box 1088
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7. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
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**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
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**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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:
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- (1) an itemized, revised price list with the effective date of the proposed increase;
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Contractor shall submit, as a part of the request for increase, a relevant version of the Producer Price Index (s) (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

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

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Phillip Tindall

512-974-1955

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

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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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
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

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

SOLICITATION NUMBER: SDC0010

PROJECT NAME: DATA COLLECTION AND REPORTING SERVICES

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

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

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

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

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

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

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

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

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

SOLICITATION NUMBER: SDC0010

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 2093852

DESCRIPTION: SOFTWARE, MAINFRAME, DATABASE,
LATEST VERSION

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

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this "Agreement") concerns information (the "Information") contained in or related to **RFP SDC0010 DATA COLLECTION AND REPORTING SERVICES**. I understand that I have been selected by the City to participate in a review of the proposals and that the Information may be sensitive or confidential.

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

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

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

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

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

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

Printed Name

Signature

Date

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: SDC0010

COMMODITY/SERVICE DESCRIPTION: DATA COLLECTION AND REPORTING SERVICES

DATE ISSUED: 4/22/2013

REQUISITION NO.: 1500 13032900300

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 2093852

LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

PROPOSAL DUE PRIOR TO: 5/17/2013 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Cocke

Buyer II

Phone: (512) 974-2003

PROPOSAL CLOSING TIME AND DATE: 5/17/2013 @ 2:00 P.M.

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

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

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

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

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

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

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

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0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
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0800	NON-DISCRIMINATION CERTIFICATION	2
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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

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

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

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

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



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: SDC0010 ADDENDUM NO. 1 DATE OF ADDENDUM: 5/9/2013

DATA COLLECTION AND REPORTING SERVICES

This addendum is to incorporate changes to the above referenced solicitation:

I. Additional Information

The proposal due date and time has been extended to May 31, 2013 @ 2:00 P.M.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:

A handwritten signature in blue ink that reads "Steve Cocke".

Steve Cocke, Buyer II
Purchasing Office, 512-974-2003

ACKNOWLEDGED BY:

_____.	_____.	_____.
SUPPLIER	AUTHORIZED SIGNATURE	DATE

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



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

FROM: Steve Cocke, Buyer II
DATE: 4/25/2013

SUBJECT: Request for Determination of Goals for Solicitation No. SDC0010
Project Name: DATA COLLECTION AND REPORTING SERVICES
Commodity
Code(s): 2093852- SOFTWARE, MAINFRAME, DATABASE, LATEST
VERSION
Estimated Value: \$ 125,000 yr

☐ The Purchasing Office has determined that Goals may be appropriate for this solicitation.

This determination is based on the following reasons: May have subcontracting opportunities on the Web page/database development side of the project.

The Departmental Point of Contact is: Phil Tindall at Phone: 512-974-1955

☒ The Purchasing Office has determined that Goals are not appropriate for this solicitation.

This determination is based on the following reasons: No Subcontracting Opportunities

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Program, please approve the use of the above goals by completing and returning the below endorsement questions, please call me at 512-974-2003

☐ Approved.

☐ Not Approved

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

a. Goals ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons: *No subcontracting opportunities identified. However, if any subcontracting is possible, it will be on the webpage database side of the project.*

Veronica Lara
Veronica Lara, Director

Date: *4-26-13*

cc: Lorena Resendiz