



Amendment No. 5  
to  
Contract No. GR160000001  
Revenue Contract  
for  
Sale of Scrap Metal  
between  
Austin Metal and Iron Co. LP  
and the  
City of Austin

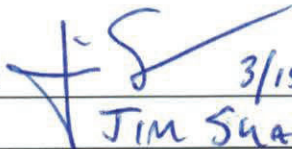
- 1.0 The City hereby exercises this Extension Option for the subject contract. This extension option will be effective May 12, 2021, through May 11, 2022. Zero options will remain.
- 2.0 The total contract amount is increased by \$0.00 by this extension period. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/12/2016 – 05/11/2019	\$0.00	\$0.00
Amendment No. 1: Add Building Services Department	\$0.00	\$0.00
Amendment No. 2: Add Police Department	\$0.00	\$0.00
Amendment No. 3: Option 1 – Extension 05/12/19 – 05/11/2020	\$0.00	\$0.00
Amendment No. 4: Option 2 – Extension 05/12/20 – 05/11/2021	\$0.00	\$0.00
Amendment No. 5: Option 3 – Extension 05/12/21 – 05/11/2022	\$0.00	\$0.00

- 3.0 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.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

 3/15/21  
JIM SHAPIRO

Printed Name: \_\_\_\_\_  
Authorized Representative

Austin Metal and Iron Co. LP  
PO Box 2115  
Austin, TX 78768

Signature & Date:

Cindy Reyes

Digitally signed by Cindy  
Reyes  
Date: 2021.04.19  
11:19:15 -05'00'

Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office



Amendment No. 4  
to  
Contract No. GR160000001  
Revenue Contract  
for  
Sale of Scrap Metal  
between  
Austin Metal and Iron Co. LP  
and the  
City of Austin

- 1.0 The City hereby exercises this Extension Option for the subject contract. This extension option will be effective May 12, 2020, through May 11, 2021. One (1) option will remain.
- 2.0 The total contract amount is increased by \$0.00 by this extension period. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/12/2016 – 05/11/2019	\$0.00	\$0.00
Amendment No. 1: Add Building Services Department	\$0.00	\$0.00
Amendment No. 2: Add Police Department	\$0.00	\$0.00
Amendment No. 3: Option 1 – Extension 05/12/19 – 05/11/2020	\$0.00	\$0.00
Amendment No. 4: Option 2 – Extension 05/12/20 – 05/11/2021	\$0.00	\$0.00

- 3.0 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.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

Printed Name:

12/26/19

Authorized Representative

Austin Metal and Iron Co. LP  
PO Box 2115  
Austin, TX 78768

Signature & Date:

12/26/19

Brenita Selement  
Procurement Specialist II  
City of Austin  
Purchasing Office



Amendment No. 3  
to  
Contract No. GR160000001  
Revenue Contract  
for  
Sale of Scrap Metal  
between  
Austin Metal and Iron Co. LP  
and the  
City of Austin

- 1.0 The City hereby exercises this Extension Option for the subject contract. This extension option will be effective May 12, 2019, through May 11, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$0.00 by this extension period. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term. 05/12/2016 – 05/11/2019	\$0.00	\$0.00
Amendment No. 1: Add Building Services Department	\$0.00	\$0.00
Amendment No. 2: Add Police Department	\$0.00	\$0.00
Amendment No. 3: Option 1 – Extension 05/12/19 – 05/11/2020	\$0.00	\$0.00

- 3.0 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.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

4/19/19

Printed Name: JIM SHAPIRO  
Authorized Representative

Austin Metal and Iron Co. LP  
PO Box 2115  
Austin, TX 78768

Signature & Date:

4.26.19

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



Amendment No. 2  
to  
Contract No. GR160000001  
for  
Sale of Scrap Metal  
between  
Austin Metal and Iron Co. LP  
and the  
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Police Department as an authorized department on this contract.
- 2.0 The Contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 5/12/2016 – 5/11/2019	\$0.00	\$0.00
Amendment No. 1: Add Building Services Department	\$0.00	\$0.00
Amendment No. 2: Add Police Department	\$0.00	\$0.00

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

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

Signature & Date:

10/19/16  
Jim Shapiro

Printed Name:  
Authorized Representative

Austin Metal and Iron Co. LP  
PO Box 2115  
Austin, TX 78768

Signature & Date:

10/20/16

Sandy Wirtanen, Senior Buyer  
City of Austin  
Purchasing Office





Amendment No. 1  
to  
Contract No. GR160000001  
for  
Sale of Scrap Metal  
between  
Austin Metal and Iron Co. LP  
and the  
City of Austin

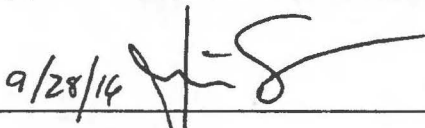
- 1.0 The City hereby amends the above referenced contract to add the Building Services Department as an authorized department on this contract.
- 2.0 The Contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 5/12/2016 – 5/11/2019	\$0.00	\$0.00
Amendment No. 1: Add Building Services Department	\$0.00	\$0.00

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

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

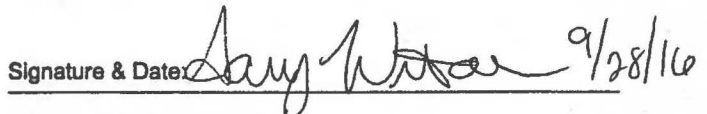
Signature & Date:

9/28/16 

Printed Name: JIM SHAPIRO  
Authorized Representative

Austin Metal and Iron Co. LP  
PO Box 2115  
Austin, TX 78768

Signature & Date:

 9/28/16

Sandy Wirtanen, Senior Buyer  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")  
AND  
AUSTIN METAL & IRON CO. LP ("CONTRACTOR")  
FOR THE  
SALE OF SCRAP METAL  
MA 1500 GR160000001**

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

This Contract is between Austin Metal & Iron Co., LP at PO Box 2115, Austin, Texas 78768 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 Request for Proposal 1500 SLW0507 (the "RFP").

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

- 1.1.1 This document
- 1.1.2 The RFP including all documents incorporated by reference
- 1.1.3 The Contractor's Proposal dated February 25, 2016, including subsequent clarifications ("Contractor's Proposal").

**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 document
- 1.2.2 The RFP as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Proposal 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 36 months and may be extended thereafter for up to three 12 month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See Section 0400, Paragraph 3 of the RFP for additional Term of Contract requirements.

**1.4 Compensation.** The City shall be paid estimated revenue of \$1,650,000 for the initial Contract term and \$550,000 for each extension option for a total estimated revenue amount of \$3,300,000.

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

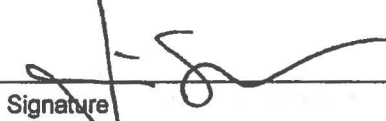
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, 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.

AUSTIN METAL & IRON CO. LP

Jim SHAPIRO

Printed Name of Authorized Person



Signature

VP/President

Title:


5/11/16

Date:

CITY OF AUSTIN

Sandy Wirtanen

Printed Name of Authorized Person



Signature

Senior Buyer

Title:

5/12/16

Date:

# Bid to Provide Recycling Services

Presented to:  
The City of Austin



Submitted by:  
Austin Metal & Iron Co., L.P.  
1000 East 4<sup>th</sup> Street, Austin, Texas 78702  
10506 Decker Lane, Austin, Texas 78724



## TABLE OF CONTENTS

<b><u>1.0 EXECUTIVE SUMMARY</u></b>	<b><u>1</u></b>
<b><u>2.0 CITY OF AUSTIN PURCHASING DOCUMENTS</u></b>	<b><u>3</u></b>
SECTION 2.1 OFFER SHEET	3
SECTION 2.2 LOCAL BUSINESS PRESENCE IDENTIFICATION	6
SECTION 2.3 REFERENCE SHEET	8
SECTION 2.4 NON-RESIDENT BIDDER PROVISIONS	10
SECTION 2.5 NO GOALS UTILIZATION PLAN	11
<b><u>3.0 AUTHORIZED NEGOTIATOR</u></b>	<b><u>13</u></b>
<b><u>4.0 BUSINESS ORGANIZATION</u></b>	<b><u>14</u></b>
<b><u>6.0 SYSTEM CONCEPT AND SOLUTION</u></b>	<b><u>15</u></b>
<b><u>8.0 PROJECT MANAGEMENT STRUCTURE</u></b>	<b><u>16</u></b>
<b><u>9.0 PRIOR EXPERIENCE</u></b>	<b><u>18</u></b>
<b><u>10.0 PERSONNEL</u></b>	<b><u>20</u></b>
<b><u>11.0 COST PROPOSAL</u></b>	<b><u>30</u></b>
<b><u>12.0 EXCEPTIONS TO THE PROPOSAL</u></b>	<b><u>34</u></b>
<b><u>13.0 ATTACHMENTS</u></b>	<b><u>35</u></b>



## **EXECUTIVE SUMMARY**

Austin Metal & Iron Company, L.P. is a metal recycling company that is headquartered in Austin, TX. Jim Novy, our company's founder, made his way to Austin from Poland in the early 1900's. Our company and families are proud to have called Austin home from then on. We like to tell people, "We have been recycling well before recycling was the popular thing to do."

Austin Metal & Iron is one of the oldest recycling companies in Texas and the first metal recycling company in Austin. We are now on our 3<sup>rd</sup> and 4<sup>th</sup> generation of Shapiro's/Novy's to own and operate our company. Bobby, Jim, & Ike Shapiro, the owners, all graduated high school from AISD Schools and college from Texas universities.

The longevity of being in the metal business as well as being long time Austinite's gives us a competitive edge over our competition. This competitive edge is something we have always passed along to our suppliers and is one of the many reasons we believe we are still successful going into our 104<sup>th</sup> year of business. Over this time we have developed long standing relationships with end consumers (mills). These metal consumers know when they purchase material from Austin Metal & Iron they will receive the highest quality material. These strong relationships, some well over 50 years, provide us with a reliable and stable market regardless of economic conditions.

Austin Metal & Iron has two convenient locations that make recycling metal easy. Our headquarters sits 1 block east of I-35 next to downtown Austin and sits on 2.5 square blocks. Our second location sits on 17 acres and is at 290 and Decker Lane. Many of the 30 plus employees at Austin Metal & Iron are Austinite's who grew up around our facility in East Austin. We have employed several generations of families as well as serve several generations of customers. It is great working with Austin families who call Austin Metal & Iron their home for recycling metal. Not a day goes by that we do not have at least several customers commenting to us how much they appreciate us being a staple of East Austin for many years.

Our company and principals have a long history of believing in our community and supporting local nonprofits. We donate time as well as money to great organizations that help a variety of areas including but not limited to healthcare for the needy, education, environmental quality, and cancer research. We have a special partnership with The Ronald McDonald House that we are especially proud of. Austin Metal & Iron serves as a drop off donation center allowing people to bring in recyclables for payment directly to The Ronald McDonald House. We have been the donation center for the Austin region for over 10 years. In addition to the recyclables people donate, Austin Metal is proud to contribute a matching donation to the total collected.

The experience of Austin Metal & Iron's management team is extraordinary and is unmatched by others. Our company is very proud to have recently been presented with a very prestigious award given by The Institute of Scrap Recycling Industries (also called ISRI). This award is normally given to an individual but for the first time in history, the 2015 award was given to a family. This award is given for the outstanding achievement, distinguished leadership, and contribution to the recycling industry. Austin

Metal & Iron is extremely involved in the recycling industry at the national, state, and city level. A good example of this is The Department of Public Safety (DPS who has the responsibility of inspecting and confirming metal recycling companies are abiding by the rules and regulations all over the state of Texas) has chosen our facility to use as the benchmark and training facility for all new officers. Austin Metal & Iron's staff is periodically holding training sessions for fifty plus DPS officers on the ins and outs of our industry.

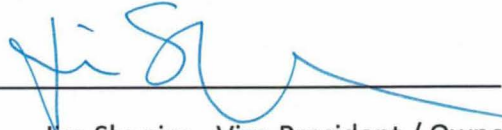
Jim Shapiro sits on the Texas Metals Advisory Board and is the sitting President of The Recycling Council of Texas. The Texas Metals Advisory Board is a governor appointed position that is made up of law officers, sheriffs, electrical companies, as well as a handful of metal recycling owners to help stay on top of rules and regulations that have to do with the metal recycling industry. Bobby Shapiro serves as a director for the American Bank of Commerce. Ike Shapiro has served on the Gulf Coast Institute of Scrap Recycling Industries board for many years. These accolades highlight a few accomplishments of all three owners.

We would like to thank you for the opportunity to bid the city contract and look forward in continuing to bring our vast knowledge and involvement of the metal recycling industry to the City of Austin with their recycling needs.

***Keep Austin Recycling™***



Bobby Shapiro – President / Owner



Jim Shapiro – Vice President / Owner



Ike Shapiro – Secretary / Treasurer / Owner





# CITY OF AUSTIN, TEXAS

## Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

**SOLICITATION NO:** 1500 SLW0507

**COMMODITY/SERVICE DESCRIPTION:** Sale of Scrap Metal

**DATE ISSUED:** January 25, 2016

**REQUISITION NO.:** 1500 15100200011

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** February 8, 2016 at 12:30 PM

**COMMODITY CODE:** 99868

**LOCATION:** Municipal Building, 124 W. 8<sup>th</sup> Street  
Room 335.5, Austin, TX 78701

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**PROPOSAL DUE PRIOR TO:** February 25, 2016 at 2:00 PM

**PROPOSAL CLOSING TIME AND DATE:** February 25, 2016 at 2:00 PM

Sandy Wirtanen  
Senior Buyer

**LOCATION:** Municipal Building, 124 W 8<sup>th</sup> Street  
Room 308, Austin, TX 78701

**Phone:** (512) 974-7711

**E-Mail:** sandy.wirtanen@austintexas.gov

Marian Moore  
Buyer II

**Phone:** (512) 974-2062

**E-Mail:** marian.moore@austintexas.gov

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SLW0507	Purchasing Office-Response Enclosed for Solicitation # SLW0507
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	6
0600A	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0600B	BID SHEET	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to submit to the City a complete Form 1295 "Certificate of Interested Parties" that is signed and notarized prior to contract execution for a contract award requiring council authorization. The full text versions of the \* Sections and Form 1295 are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](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 or Form 1295 from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. 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.**



The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Austin Metals Iron Co., L.P.

Company Address: PO Box 2115 1000 East 4<sup>th</sup> Street

City, State, Zip: Austin, TX 78768 Austin, TX 78702

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Jim Shapiro

Title: Vice President/owner

Signature of Officer or Authorized Representative: [Signature]

Date: 2/25/16

Email Address: jim@austinmetalandiron.com

Phone Number: 512-477-4640

**\* Proposal response must be submitted with this Offer sheet to be considered for award**



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

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

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

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

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

**10. WORKFORCE**

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

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

**12. INVOICES:**

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

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

**13. PAYMENT:**

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

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

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

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

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

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

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

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

**17. RIGHT TO AUDIT:**

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

**18. SUBCONTRACTORS:**

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

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

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

**19. WARRANTY-PRICE:**

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

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

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

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



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

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

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

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

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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

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

**31. INDEMNITY:**

**A. Definitions:**

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

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

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

**A. General Requirements.**

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

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

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.



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

41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

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

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

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

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

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the bid opening date by 1:00PM CST. Any requests should be faxed to 512-974-2388 or emailed to [sandy.wirtanen@austintexas.gov](mailto:sandy.wirtanen@austintexas.gov).

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:

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

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three 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.
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. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the address issued on each purchase order.
  - B. The Contractor agrees to accept payment by 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.

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

**6. HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

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

**9. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Price multiplier shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The requested price multiplier adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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

- B. **Effective Date:** Approved price multiplier adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price multiplier adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price multiplier once agreed to adjustment(s) have been approved by the parties.
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 people are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department	Contract Manager
Austin Convention Center	Camala Jones <a href="mailto:Camala.jones@austintexas.gov">Camala.jones@austintexas.gov</a> 512-404-4309
Austin Energy	Alfred (Tuck) Hinton <a href="mailto:Alfred.hinton@austinenergy.com">Alfred.hinton@austinenergy.com</a> 512-505-3856
Austin Resource Recovery	Taylor Youngblood <a href="mailto:Taylor.youngblood@austintexas.gov">Taylor.youngblood@austintexas.gov</a> 512-974-3519
Aviation	Mike Robinson <a href="mailto:Mike.robinson@austintexas.gov">Mike.robinson@austintexas.gov</a> 512-530-7504
Austin Water Utility	Lydia Torres <a href="mailto:Lydia.torres@austintexas.gov">Lydia.torres@austintexas.gov</a> 512-972-0329
Transportation	Ramona Aguilar <a href="mailto:Ramona.aguilar@austintexas.gov">Ramona.aguilar@austintexas.gov</a> 512-974-7050
Public Works	Brenda Jimenez <a href="mailto:Brenda.jimenez@austintexas.gov">Brenda.jimenez@austintexas.gov</a> 512-974-7955
Watershed Protection	Donna Lee Bliss <a href="mailto:Donna-lee.bliss@austintexas.gov">Donna-lee.bliss@austintexas.gov</a> 512-974-2530
Fleet Services	Hazel Black <a href="mailto:Hazel.black@austintexas.gov">Hazel.black@austintexas.gov</a> 512-974-1751



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

\*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  
SCOPE OF WORK  
SCRAP METAL COLLECTIONS AND SALE  
SOLICITATION NUMBER: RFP SLW0507**

**1.0 PURPOSE**

The City of Austin, hereinafter referred to as the "City," seeks proposals in response to this solicitation from qualified contractors (individuals and/or firms) experienced in the collection, processing, transportation, purchase and resale of scrap metals. The contract shall be awarded to a qualified vendor (herein referred to as the "Contractor") who meets all specification requirements within this solicitation.

**2.0 BACKGROUND**

A diverse quantity and type of "scrap metal" materials are collected from different departments within the City of Austin for purchase by a qualified Contractor, in order to reduce waste and promote the City's Zero Waste goals. City employees collect materials from numerous departments and locations within the city, including but not limited to: Hazardous Waste and Resource Recovery Centers, Landfill Diversion Center, numerous sites at Austin Energy, Austin Water, Convention Center, Financial Services, Public Works and Aviation Facilities.

**3.0 SOLICITATION INFORMATION**

The City seeks proposals from experienced and qualified Contractors to accomplish the following:

- 3.1 Secure reliable markets for the sale of scrap metals collected by City departments.
- 3.2 Safely and cost effectively utilize the City's programs to minimize operational costs and maximize revenues to the City that are generated from the sale of collected materials to the Contractor.

**4.0 CONTRACT OBJECTIVES/OVERVIEW**

- 4.1 Summary of the Contractor's obligations: The Contractor shall provide all technical and professional expertise, knowledge, management, personnel, materials, equipment and resources required for accomplishing all aspects of the performance requirements, associated activities and conditions identified in this Scope of Work. In the event the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.
- 4.2 Summary of The City's obligations: Each Department's Contract Manager will be responsible for exercising general oversight of the Contractor's activities relating to that department, in completing the Scope of Work. Specifically, the Contract Managers will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The point of contact for the contract shall be the Contract Monitor, who shall be determined at the onset of the contract. The monitor will work directly with the department contract managers to provide the Contractor with timely feedback on the acceptability of progress, payments and reporting requirements.

**5.0 SCOPE OF WORK SPECIFICATIONS**

- 5.1 The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's proposal in strict accordance with all terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. The City will rightfully presume Contractor has knowledge of and is fully in compliance with all legal requirements.
- 5.2 Contractor shall provide continuous markets for the sale of the scrap metals collected by the City facilities and utilize proper methods for transferring the scrap metals to the Contractor's facility.
- 5.3 Contractor shall provide the specified, sufficient, quantities and types of containers and/or roll-offs requested by The City, to permit the City to properly gather, contain and process all materials collected daily.
- 5.4 Contractor shall provide continuous drop-off locations for the scrap metals collected at the curbside by the City's Bulk Collection crews and other City employees. The Contractor is required to provide a centrally,

**CITY OF AUSTIN  
SCOPE OF WORK  
SCRAP METAL COLLECTIONS AND SALE  
SOLICITATION NUMBER: RFP SLW0507**

conveniently located, drop-off facility where the materials can be delivered by City Bulk Collection crews or City employees, in order to reduce fuel costs and mitigate non-productive time, related to travel, while maximizing revenues for the City.

- 5.5 When dropping material at the Contractor's facility, the City employee(s), if the department desires, will witness and verify both the loaded and empty container weights. Contractor shall weigh each load and give the City employee a copy of a computer printed, certified, weight ticket from a truck scale certified by the Texas Department of Agriculture. Material transported from City locations to the Contractor's facilities shall be verified in accordance to Section 9.0, Performance, Compensations, and Payment Requirements of this Scope of Work.
- 5.6 Contractor staff shall separate metals in the containers should they be mixed at no cost to the City. Separations shall be done within the City limits and the Contractor shall notify the department representative when separation is complete to allow the City employee(s), if the department desires, to witness and verify both the loaded and empty container weights.
- 5.7 The Contractor will safely and cost effectively utilize the City's programs, the bulk collection program and scrap metal collecting program to minimize operational costs and maximize revenue from the sale of collected materials by providing, emptying and replacing the containers and transporting them to the Contractor's central location to then sell the scrap metal at current market values for City revenues.
- 5.8 The Contractor shall have a 40 to 44 foot flatbed truck available as needed to pick up damaged street poles.
- 5.9 Within ten (10) days prior to the commencement of the contract, the Contractor will designate a contact person, or persons, who will be available during normal City business hours (Monday through Friday, 7 a.m. to 5 p.m.) to address any questions problems or complaints associated with this contract. The City's designated Department's Contract Managers/Monitor will communicate concerns and comments to the Contractor.
- 5.10 The City reserves the right to accept scrap metal, recyclable materials collected by any other entities or parties at City facilities. Contractor is required to process and purchase all scrap metal materials provided.
- 5.11 Contractor is required to process and purchase all scrap metal delivered from all City departments, personnel and facilities.
- 5.12 The Contractor shall be responsible for all costs associated with the equipment offered for use by the City, except for electricity usage which will be provided by the City, while the equipment is on City sites only.
- 5.13 Contractor shall provide the services specified herein every day Monday-Friday, during normal City business hours (7:00am to 5:00pm) that the City's collection personnel or subcontractors are working. The Contractor is not required to conduct operations on weekends, observed holidays and/or due to bad weather, unless agreed to and/or upon exigent circumstances. The Contractor understands and agrees that the scheduling of events at some City locations shall take precedence over any schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the schedule of events which may have an impact on any schedule agreed to by the City and the Contractor.
- 5.14 The quantities and types of materials listed herein for sale are annual estimates for the period of the Contract. The actual sales may be more or less than these quantities indicated herein, during the Contract term. No guarantees are provided.
- 5.15 The City reserves the right to perform spot purchases and sell scrap metals to other contractors/vendors at any time, without notice to or approval from the Contractor.

**CITY OF AUSTIN  
SCOPE OF WORK  
SCRAP METAL COLLECTIONS AND SALE  
SOLICITATION NUMBER: RFP SLW0507**

**6.0 ESTIMATED TYPE AND QUANTITIES OF MATERIALS OFFERED FOR SALE**

No quantity or types of materials are guaranteed by the City. Estimates of quantities and types of materials that may be collected by the City for sale to the Contractor are below. Additional materials may also be included that are not specifically defined herein. Contractor agrees to accept all quantities and materials.

**7.0 PRICING- AMERICAN METAL MARKET PRICES**

The categories below are not inclusive of all materials to be sold to the Contractor by the City.

**7.1 AMM PRICE CATEGORIES**

1. Scrap metals, Bare Copper Refiners Copper Scrap, No. 1 Copper, closing prices, Houston area High Side.
  2. Insulated and Waterproof Copper, closing prices, Scrap Metals, Refiners Copper Scrap No. 2 copper, Houston area High Side.
  3. ACSR, Insulated and Bare aluminum Scrap Metals, Secondary Smelter's Aluminum Scrap, Mixed Low Copper Clips, Houston area, High Side, Closing prices
  4. URD and Mixed aluminum, Insulated and Bare Aluminum, closing prices, scrap secondary Smelter's Aluminum Scrap, Mixed Low Copper Clips, Houston area High Side.
  5. Tin/Scrap Iron and Steel prices, No. 1 Heavy Melt, Houston Area, High Side
  6. Nonferrous scrap prices, Lead Cable, Lead Heavy Soft Lead, Houston area, High Side.
  7. Scrap metals, Brass Ingot Maker's Scrap, Chicago area, closing prices, Yellow Brass Solids.
  8. Scrap metals, Smelter's Lead Scrap, Whole Batteries, Houston area, Closing prices High Side.
  9. No. 1 heavy melt, market high, per pound, Houston area.
  10. No. 2 heavy melt, high price per pound, Houston area.
  11. Secondary Smelter aluminum scrap aluminum- copper radiators market price, per pound for, Midwest.
  12. Radiators closing prices, scrap metals, Brass Ingot Maker's scrap, radiators, Midwest.
  13. Mixed Iron and steel cable, scrap iron and steel prices, No. 1, Heavy Melt, Houston area High Side.
  14. Ductile iron, scrap iron and steel prices, No. 1 Heavy Melt, Houston Area, High Side.
  15. Stainless steel, USD/LB, Midwest pricing.
  16. Electric motor parts, which will be determined by the materials of the product and broken down within cooper, wiring and related materials defined above.
  17. Any and all other metals.
- 7.2 Contractor shall provide in its proposal, the indices, methods, and procedures utilized to determine the pricing of tin, iron, steel and any other metals that have been suspended from the AMM index, as well as indexing and methods to determine the prices for all batteries and related parts.
- 7.3 Upon request, the Contractor shall furnish a copy of the day's sale rate publication of AMM to document sale pricing to the City for those materials and furnish a copy of certified weight documents to designated City employee and/or Contract Managers at the time of each sale and with each payment to the City.

**8.0 CONTAINER REQUIREMENTS, SIZES AND QUANTITIES**

- 8.1 Contractor shall be required to furnish heavy-duty, steel containers in the capacity and quantity, as indicated below, to each of the locations/departments listed below. All costs associated with providing containers, emptying containers, and transporting scrap metals from City facilities to Contractor's facilities will be the sole responsibility of the Contractor, and should be factored in the prices offered. As part of the proposal response, proposers shall furnish manufacturer catalog pages which specify materials construction, dimensions and functional capabilities of the containers to be provided.
- 8.2 Each container will be transported and emptied by the Contractor at a minimum of once per month, or as requested by the City departments within one (1) business day of notice. Each container shall be replaced on a one-to-one basis at the time of pickup to assure orderly collections continue. During the contract period, the City reserves the right to change any and/or all container placement, size and/or quantity and

**CITY OF AUSTIN  
SCOPE OF WORK  
SCRAP METAL COLLECTIONS AND SALE  
SOLICITATION NUMBER: RFP SLW0507**

add, change or delete locations. Contractor shall be responsible for picking up scrap materials due to overflow from a full container and will also be responsible for picking up any materials spilled/dropped during pickup activity. The City shall be responsible for picking up scrap materials which are on the ground around an empty or partially full container that occur from the City's activities during its collection processes.

- 8.3 In addition, upon request by the City, the Contractor will provide extra containers, at any locations requested, as needed, on a temporary basis.
- 8.4 The City will make best efforts to ensure all metals and materials collected for pick-up and sale are checked for liquids and/or hazardous substances; however, the City cannot guarantee all metals and materials will be completely free of contamination, when placed in the containers, and Contractor agrees to accept all materials provided, as-is, for sale.
- 8.5 Below is an estimate of the departments, locations, sizes and quantities of containers needed by each department. The actual size, quantity, location and departments are subject to change. Contractor agrees to maintain in its inventory all required and requested sizes and quantities of containers and to deliver those containers to each department and location as instructed by the City and under the terms and conditions of this agreement.

Department	Location	Size	Quantity
Austin Energy	Holly Power Plant		
	Kramer Lane Service Center	2 cubic yards	4
	Decker Power Plant	2 cubic yards	2
	St. Elmo Yard	2 cubic yards	2
	906 Justin Lane (Reclamation)	2 cubic yards	3
	Kramer Lane Service Center	20-24 cubic yards	3
	East St. Elmo Service Center	20-24 cubic yards	3
	Decker Power Plant	20-24 cubic yards	2
	Sand Hill Energy Center	20-24 cubic yards	2
	Domain	20-24 cubic yards	1
Austin Resource Recovery	Landfill Diversion Center	40 yard	1
	Resource Recovery Center	40 yard	1
	Resource Recovery Center	2 yard- lockable lid	2
	Resource Recovery Center	20 yard	1
Austin Water Utility	Hornsby Bend, BMF 2210 So FM 973	20-24 cubic yards	1
	North Service Center, Koenig Lane	20-24 cubic yards	1
	Southeast Service Center, Industrial Blvd	20-24 cubic yards	1
	East Service Center, Harold Ct	20-24 cubic yards	1
	South Austin Regional, Fallwell Lane	20-24 cubic yards	1
	Walnut Creek, East MLK Blvd	20-24 cubic yards	1
	South Service Center, South 1st Street	2 yards lockable lid	1
	North Service Center, Koenig Lane	2 yards lockable lid	1
	Southeast Service Center, Industrial Blvd	2 yards lockable lid	1
	Webberville Service Center, Webberville Road	2 yards lockable lid	1

**CITY OF AUSTIN  
SCOPE OF WORK  
SCRAP METAL COLLECTIONS AND SALE  
SOLICITATION NUMBER: RFP SLW0507**

	South Austin Regional Location; 13009 Fallwell Lane, Del Valle	12 cubic yards	1
Transportation	1501 Toomey Road	20-24 cubic yards	3
Fleet Services	6301-A Harold Court	TBD	
	714 E. 8 <sup>th</sup> Street	TBD	
	1182 Hargrave	TBD	
	4411-D Meinardus	TBD	
	6301-J Harold Court	TBD	
	4108 Todd Lane	TBD	
	2412 Kramer Lane Bldg. A	TBD	
Aviation	Bergstrom Drive	20-24 cubic yards	2
Watershed Protection Department	Dalton Lane	TBD	1
Public Works Department	6301 Harold Court	20 yards	1
Austin Convention Center Department	500 East Cesar Chavez	2 yards lockable lid	1
	500 East Cesar Chavez	40 cubic yards	1 (as needed based on the needs of individual events)
	900 Barton Springs Road	2 yards lockable lid	1
	900 Barton Springs Road	40 cubic yards	1 (as needed based on the needs of individual events)

**9.0 PERFORMANCE, COMPENSATION AND PAYMENT REQUIREMENTS**

- 9.1 The Contractor shall deliver a separate check for the full amount due to the City for each individual department within thirty (30) calendar days after the end of a collection period for all materials sold to the Contractor during that collection period. A collection period is defined as beginning the first calendar day of a month and shall end on the last calendar day of the same month. The Contractor's payments to the City shall be calculated by multiplying the contracted price of each material by total tons/pounds of each respective material sold to the Contractor during the previous month, with weights substantiated by certified scale tickets.
- 9.2 Returned checks: Contractor's payments to the City shall be in the form of a check, drawn on the Contractor's account at an insured bank within Texas, made payable to the City of Austin and each department for which payment is directed. In the event that a Contractor's payment check is returned unpaid by the Contractor's bank, the Contractor shall replace the returned check with a fully negotiable Cashier's Check, for the same amount as the returned check, within two business days of notification by the City that the check was returned. Subsequent to the unpaid return of a Contractor's check by the Contractor's bank, for any reason, all future payments to the City shall be made in the form of a



**CITY OF AUSTIN  
SCOPE OF WORK  
SCRAP METAL COLLECTIONS AND SALE  
SOLICITATION NUMBER: RFP SLW0507**

Cashier's Check. Contractor will be responsible to reimburse the City for all returned check and/or related banking fees.

Late payments: A late payment penalty will be levied for all late payments. It will be calculated based on one and one half percent (1.5%) per month of the highest amount owed, and permitted by law, per month on the amount outstanding for more than thirty (30) days from the payment due date, with a minimum penalty of fifty dollars (\$50.00).

- 9.3 All weight tickets are to be certified from a truck scale certified by the Texas Department of Agriculture, data-entered, computer-generated, scale tickets, showing both gross and net weights. Hand-written scale tickets will not be accepted by the City, and will be returned to the Contractor who shall promptly provide data-entered, computer-generated, scale tickets.
- 9.4 Each payment shall include a "Payment Breakdown Statement" with detailed descriptions that match the American Metal Market price list to the items received. If necessary or helpful, the common name for the material can be included in parenthesis on the Statement.
- 9.5 With each payment made to the City, Contractor shall provide a tabulation of the quantity and calculations of the prices paid for each material, broken down by department. Upon request, the Contractor must also provide, with each payment, copies of the appropriate American Metal Market price lists.
- 9.6 The price paid to the City each month will be the agreed Contractor's specified percentage of the market quotation for each market price listed on the day in which the materials are conveyed by the City to the Contractor. Prices paid to the City by the Contractor shall be based upon the items described above under Section 7 and all other metals provided for sale.
- 9.7 The termination of this Contract, for any reason, shall not relieve Contractor of its obligation to pay any moneys owed, fees or charges that have occurred during the period in which this contract was in effect in accordance with contract terms.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: SLW0507**

**1. PROPOSAL FORMAT**

Submit one original and one exact electronic version of the proposal. The original proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 – Scope of Work and any additional information you deem necessary to evaluate your Proposal. 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 organized in the following format and informational sequence:

A. **Tab 1 – Executive Summary:** Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal.

B. **Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0605 – Local Business Presence Identification
- iii. Section 0700 – Reference Sheet
- iv. Section 0835 – Non-Resident Bidder Provisions
- v. Completed and signed Section 0900 No Goals Utilization Plan (if applicable). **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include the 0900 No Goals Utilization Plan in Tab 1e.**

C. **Tab 3 – Authorized Negotiator:** Include the name, address and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.

D. **Tab 4 – 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. Submit a list and description of all facilities and equipment to be used under the contract as well as whether the organization has had any regulatory violations in the last five years.

E. **Tab 6 – 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 including ability to secure reliable markets for the sale of scrap metals and any additional information you deem necessary to evaluate your proposal.

F. **Tab 8 – 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: SLW0507**

- H. **Tab 9 – 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 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- I. **Tab 10 – Personnel:** Provide resumes for key personnel and subcontractors who will be providing services under the agreement, including their specific experience with similar work in scrap metal recycling. At a minimum, include the following information about personnel in resume format:
- J. **Tab 11 – Cost Proposal:** Information described in the 0600B Bid Sheet is required from each Proposer. Your method of costing may or may not be used but should be described. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- K. **Tab 12 – Exceptions to the Proposal:** The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.
- L. **Tab 13 – Proposal Acceptance Period:** All Proposals are valid for a period of one hundred and eighty calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

2. **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 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>

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: SLW0507**

3. **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.

4. **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.

5. **EXCEPTIONS:** Be advised exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6. **EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. 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:** 100 points maximum

- |      |  |                  |
|------|--|------------------|
| i.   | Revenue Provided in 0600B                        | <b>40 points</b> |
| ii.  | Demonstrated Ability to Perform Services (Tab 6) | <b>10 points</b> |
| iii. | Personnel Qualifications (Tab 10)                | <b>10 points</b> |
| iv.  | Marketability of Goods for Resale (Tab 6)        | <b>10 points</b> |
| v.   | Facilities and Equipment (Tab 4)                 | <b>10 points</b> |
| vi.  | Regulatory Compliance (Tab 4)                    | <b>10 points</b> |
| vii. | Local Business Presence                          | <b>10 points</b> |

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

Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

**Section 0605: Local Business Presence Identification**

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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Austin Metal & Iron Co. LP	
Physical Address	1000 East 4 <sup>th</sup> Street Austin, TX 78702	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**SUBCONTRACTOR(S):** NONE

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No



**Section 0700: Reference Sheet**Responding Company Name Austin Metal & Iron Co., L.P.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name University of Texas  
Name and Title of Contact Frank Bartels  
Project Name Scrap Metal Recycling  
Present Address PO Box 7580  
City, State, Zip Code Austin, TX 78713  
Telephone Number (512) 471-1636 Fax Number (\_\_\_\_)  
Email Address \_\_\_\_\_

2. Company's Name City of Austin  
Name and Title of Contact Ryan Williams  
Project Name Austin Energy  
Present Address PO Box 3513  
City, State, Zip Code Austin, TX 78764  
Telephone Number (512) 322-6413 Fax Number (\_\_\_\_)  
Email Address \_\_\_\_\_

3. Company's Name City of Austin  
Name and Title of Contact Alfred Hinton  
Project Name Scrap Metal Recycling  
Present Address 9000 Austin Lane  
City, State, Zip Code Austin, TX 78757  
Telephone Number (512) 394-3900 Fax Number (\_\_\_\_)  
Email Address \_\_\_\_\_

**Section 0700: Reference Sheet**Responding Company Name Austin Metal & Iron Co., L.P.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Balcones Recycling  
Name and Title of Contact Kerry Getter - CEO  
Project Name Metal Recycling  
Present Address 9301 Johnny Morris Road  
City, State, Zip Code Austin, TX 78724  
Telephone Number (512) 472-6200 Fax Number ( )  
Email Address \_\_\_\_\_

2. Company's Name City of Georgetown  
Name and Title of Contact Paul Conomos  
Project Name Scrap Metal Recycling  
Present Address PO Box 409  
City, State, Zip Code Georgetown, TX 78627  
Telephone Number (512) 930-3647 Fax Number ( )  
Email Address \_\_\_\_\_

3. Company's Name Travis County Purchasing  
Name and Title of Contact Loren Breland  
Project Name Scrap Metal Recycling  
Present Address 700 Lavaca Street  
City, State, Zip Code Austin, TX 78701  
Telephone Number (512) 854-4854 Fax Number ( )  
Email Address \_\_\_\_\_

Other references available upon Request

**Section 0835: Non-Resident Bidder Provisions**

Company Name Austin Metal & Iron Co. LP

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

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

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: SLW0507

PROJECT NAME: Sale of Scrap Metal

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned 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

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.

Yes ☐

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, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

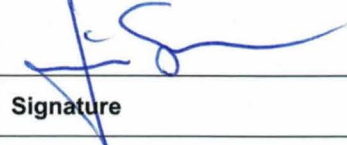
I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Austin Metal & Iron Co. LP

Company Name

Jim Shapiro - VP / owner

Name and Title of Authorized Representative (Print or Type)



Signature

2/05/2016

Date

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER: SLW0507

PROJECT NAME: Sale of Scrap Metal

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		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.

Jim Shapiro - VP/owner

Name and Title of Authorized Representative (Print or Type)

Signature

Date

2/25/2016

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

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

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / 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 \_\_\_\_\_

**AUTHORIZED NEGOTIATOR**

1000 East 4<sup>th</sup> Street

PO Box 2115

Austin, TX 78702

Austin, TX 78768

Office: (512) 477-4640

Jim Shapiro, Ike Shapiro and Bobby Shapiro all have equal authorization to discuss, negotiate and finalize contract terms as needed.



## **BUSINESS ORGANIZATION**

Austin Metal & Iron Co., L.P.

### **Main Office:**

1000 East 4<sup>th</sup> Street, Austin, TX 78702

(512) 477-4640

### **Second Location:**

10506 Decker Lane, Austin, TX 78724

(512) 272-8111

- Austin Metal & Iron Co., L.P. operates as a Texas limited partnership.
- Our main office will handle the majority of contract related details with our second location being available for deliveries.
- We stand by our exemplary service and do not use sub-contractors. Austin Metal & Iron owns and operates a wide range of equipment which includes
  - 10 forklifts
  - 3 skid steers w/grapple buckets
  - 3 balers
  - 3 shears
  - 2 cranes with magnet and 3 cranes with grapple
  - 4 roll-off trucks
  - 2 tractor trailers, 5- 53' van trailers, 8- 45' van trailers, 2 flatbed bobtail trucks, 1- 32' flatbed gooseneck trailer and 1- 40' flatbed trailer
  - More than 200 roll-off boxes
    - 20 yard, 30 yard and 40 yard
  - More than 100 flipper buckets and other metal storage containers
  - 2- 70' state certified truck scales and 5 state certified platform scales
- We have not had any regulatory violations.

## **SYSTEM CONCEPT AND SOLUTION**

In 1913 Austin Metal & Iron was founded by Jim Novy who is Bobby Shapiro's grandfather (Jim & Ike's Great Grandfather). With over 100 years in business, we have the utmost confidence we will be able to continue to offer the city our services within the current Scope of Work provided by the city. We will maximize profits to the city by passing along competitive market pricing which will be reflected in our offer. We will also provide labor to sort commodities which will be and has been reflected in the monthly settlements. This is all possible due to our direct to mill marketing abilities and our long term relationships with our end consumers.

Our current marketing team has over 100 years combined knowledge of commodity markets. We have and will continue to work with City of Austin employees to help manage material flow and maximize the value of the commodity. We will continue to provide all sites listed in the contract with requested containers and will continue to service and help organize any special projects and/or requests. We will also accept material delivered by the city at either of our 2 drop off centers strategically located to offer easy and convenient access for all city departments. All material picked up or delivered to Austin Metal & Iron will be weighed on public state certified scales. We will price the commodity on the day it is picked up or delivered to one of our drop off sites. At the end of each collection period, Austin Metal & Iron will remit payment to each department as described in the contract.

## **PROJECT MANAGEMENT STRUCTURE**

### Contract / Project management

- Jim Shapiro
  - ❖ 512-477-4640
  - ❖ [jim@austinmetalandiron.com](mailto:jim@austinmetalandiron.com)
- Ike Shapiro
  - ❖ 512-477-4640
  - ❖ [ike@austinmetalandiron.com](mailto:ike@austinmetalandiron.com)
- Bobby Shapiro
  - ❖ 512-477-4640

### Dispatch / Operational Management

- Ted Kane
  - ❖ 512-477-4640
  - ❖ [red@austinmetalandiron.com](mailto:red@austinmetalandiron.com)

### Financial / Account Management

- Arasely De La Cruz
  - ❖ 512-477-4670
  - ❖ [arasely@austinmetalandiron.com](mailto:arasely@austinmetalandiron.com)
- Kelly Vande Streek
  - ❖ 512-477-4640
  - ❖ [Kelly@austinmetalandiron.com](mailto:Kelly@austinmetalandiron.com)

### Scheduling swaps of containers held at City of Austin (COA) with Austin Metal & Iron (AMICO)

- COA team member calls AMICO to request the swap of a full container → AMICO team member will schedule swap with COA employee → dispatch management will organize swap with AMICO driver within a timely manner → AMICO driver will arrive at requested location to swap container and take material to AMICO recycling facility → Once material arrives at AMICO, team members will sort and weigh material on state certified scales and create a payment ticket with all necessary information to ensure proper payment → AMICO finance department will price and schedule payment for end of collection period per terms of contract.

Material to be delivered to Austin Metal & Iron (AMICO) by City of Austin personnel (COA)

- COA team member delivers material to AMICO → AMICO team members sort and weigh material on state certified scales → AMICO team member will create a pay ticket that COA signs and receives copy of receipt → AMICO finance department will price and schedule payment for end of collection period per terms of contract.

**PRIOR EXPERIENCE**

- We work as a team in all aspects of our business with a core marketing team that has over 100 years experience combined. The majority of the AMICO staff has been employed with AMICO for well over 10 years, some exceeding 50 years. We pride ourselves offering a stable work environment to our employees which creates very low turn-over and a very tenured staff
  - ❖ We have 6 employees who have retired with over 50 years of service
  - ❖ 2 current employees with more than 40 years of service
    - Bobby Shapiro - Owner / President
    - Carlos Garcia - Copper / Brass manager
  - ❖ 3 employees with over 20 years of service
    - James Gantt - Metal specialist and buyer
    - Ted Kane - Director of Operations and Logistics
    - David McDaniel - Truck driver
  - ❖ 3 employees with over 15 years' service
    - Jim Shapiro - Owner / Vice President
    - Juan Alfaro - Ferrous Yard Manager / crane operator
    - Sylvester Zybodyn- Ferrous Yard Manager / crane operator
- AMICO takes pride in the recycling industry and stays up to date in all aspects of the industry through current publications such as the American Metal Market (AMM). We are also involved in national organizations such as the Institute of Scrap Recycling Industries (ISRI), and take part in local city and county programs.
- AMICO currently holds and maintains several other municipal contracts similar to the City of Austin
- All AMICO scales are state certified and regularly inspected and maintained
- Jim Shapiro is the current president of the Recycling Council of Texas which represents over 90% of the metal recycled in Texas



- 
- We currently hold multiple municipal contracts including
    - ❖ City of Austin
      - Prior 1998 - Current
      - Gabriel Guerrero - Buyer II
      - 124 W 8<sup>th</sup> Street, Austin, TX 78701
      - 512-322-6060
    - ❖ City of Georgetown
      - Prior 1998 - Current
      - Paul Conomos - Warehouse Superintendent
      - PO Box 409 Industrial Ave, Georgetown, TX 78627
      - 512-930-2407
    - ❖ City of Leander
      - 2015 - Current
      - Joy Simonton - Purchasing Agent
      - PO Box 319 Leander, TX 78646
      - 512-528-2730
    - ❖ Texas Gas / OneOK
      - 2003 - Current
      - Jessica Byrne - Account Manager
      - 1301 South Mopac Suite 400, Austin, TX 78746
      - 800-700-2443
    - ❖ Texas Department of Criminal Justice - Texas State Jail
      - 2009 - Current
      - Shari Moore - Contracts and Procurement Department
      - PO Box 4015, Huntsville, TX 77342
      - 936-437-7012
    - ❖ City of Round Rock
      - 2012 - current
      - Christy Justice
      - 2008 Enterprise, Round Rock, 78664
      - 512-218-5459



**PERSONNEL:**

Resumes for all key employees who will be providing services under the agreement of this bid.

# ***Bobby Shapiro***

512-477-4640

42 Sundown Parkway, Austin, TX 78746

## **Professional Experience**

### **President / Owner**

**1971 to Present**

*Austin Metal & Iron Co., Austin, Texas*

- 45+ years' experience in the Metal Recycling Industry
- Expert knowledge in all aspects of Metal Recycling
- Served on Board of Directors of Institute of Scrap Recycling Industries (ISRI)
- Bank director for American Bank of Commerce 2012-present
- Served on Legislative Committee for Gulf Coast ISRI
- President of Austin Metal & Iron since 1981
- Advisory director for American Bank of Commerce 1996-2012
- Involved with Austin Youth sports for over 20 years

## **Education**

Graduate of University of Texas @ Austin

**Class of 1971**

Graduate of McCallum High School

**Class of 1967**

**Professional Experience****Owner / Vice President***Austin Metal & Iron Co., Austin, Texas***October 1998 to Present**

- Served on board of Institute of Scrap Recycling (ISRI), our industries national organization
- Currently serve as the president of The Recycling Council of Texas (RCOT) which serves as the legislative voice of all Texas recycling companies
- Currently serve on the Governor Appointed Position of the Texas Metals Recycling Advisory Committee organized and nominated by the Texas department of Public Safety. Extensive background and interview process prior to Governor Perry's appointment.

**Consultant***Chaparral Steel, Midlotian, Texas***October 1998 – December 2000****Manager***Newell Recycling, San Antonio, Texas***May 1996 – October 1998**

- Ferrous & Non-Ferrous manager
- Marketed Ferrous & Non-Ferrous metals
- Managed scrap metal yards in San Antonio, Houston, Eagle Pass, El Paso and Miami, Fl.

**Education**

Texas Tech University Graduate

Lubbock, Texas

**May 1996**

Anderson High School Graduate

Austin, Texas

**May 1991****Skills**

- 20 years experience in recycling industry
- Production Management
- Office management
- Marketing Management
- Freight and Logistical Management
- All Ferrous & Non-Ferrous knowledge
- Pricing Prediction, analysis & positioning management
- Buying & Selling ferrous & non-ferrous metal management

**Professional Experience****Secretary, Treasurer, Owner****October 2011 to Present***Austin Metal & Iron Co., Austin, Texas*

- Served on board of Institute of Scrap Recycling (ISRI), our industries national organization
- Oversee operations director and sales staff to ensure customer satisfaction, seamless logistics and financial operations.

**Alloy & Stainless Manager****January 2005 – October 2011***Allied Alloys, Houston, Texas*

- In charge of all procurement.
- Annual sales were over \$300 million

**Credit Analyst****January 2004 – December 2005***Plains Capital Bank, Austin, Texas***Education**

Texas Tech University Graduate

Lubbock, Texas

**May 2003**

BA in Finance Administration

Anderson High School Graduate

Austin, Texas

**May 1999****Skills**

- 11 years' experience in recycling industry
- 4<sup>th</sup> generation metal recycler and have been involved in the industry since 1990
- Born and raised in Austin
- Operations Manager
- Ability to solve problems and make decisions
- Procurement Manager
- Ability to organize, plan and prioritize
- In depth knowledge of ferrous and non-ferrous metals
- Excellent communications skills

**Professional Experience****Director of Operations and Logistics****September 1989 to Present***Austin Metal & Iron Co., Austin, Texas*

- Ferrous & non-ferrous buyer
- Transportation manager
- Fleet & Equipment manager

**Education**

University of Texas – Austin

**September 1984 – December 1985**

Abilene High School, Abilene, Texas

**Class of 1984****Skills**

- Communication
- Customer relations
- Leadership, time management and problem solving
- Strong knowledge of ferrous & non-ferrous metals
- Equipment and repair management
- Dispatching and logistical management



# **Scott Wishnew**

1635 Sundance Dr, Round Rock, TX

512-529-6221

scott@austinmetalandiron.com

## **Professional Experience**

### **Account Manager**

*Austin Metal & Iron Co., Austin, Texas*

**February 2013-present**

- Negotiated prices to cut costs and benefit corporate partnerships while staying compliant with laws and regulations
- Handled sales including loading of proper material and weight for international customers
- Trained with local police department to stay up to date on all metal scrapping laws
- Provided excellent customer service throughout negotiation process
- Handled all incoming and outgoing cash

### **Assistant General Manager**

*Pok-E-Joe's Smokehouse, Austin, TX*

**March 2009 – February 2013**

- Offsite marketing to existing and potential customers
- Secured five corporate accounts increasing annual revenue \$45000
- Monitor finance's
- Minimized loss and misuse of equipment through proper restaurant supervision and staff training
- Developed and maintained exceptional customer service standards

## **Education**

Texas Tech University

Lubbock, Texas

**May 2005**

Anderson High School

Austin, Texas

**Class of 1999**

## **Skills**

- Excellent communicator
- Cold Calling
- Adept multi-tasker
- Organizational skills
- Attention to detail
- Business development
- Project initiation and follow through
- Staff development and training



**Professional Experience****Buyer/Yard Supervisor****April 2008-present***Austin Metal & Iron Co., Austin, Texas*

- Grading material and pricing customers based on the current market
- Managing employees, ensuring a safe work environment
- Trained with local police department to stay up to date on all metal scrapping laws
- Building new customer base while maintaining current customer relationships

**Education**

Texas Tech University Graduate

Lubbock, Texas

**May 2003**

Midland Lee High School

Midland, Texas

**Class of 1999****Skills**

- Account Management
- Excellent communication skills
- Sales, buying and negotiating skills
- Following market trends
- Influencing, leading and delegating abilities

**Professional Experience****Buyer****September 1987-present***Austin Metal & Iron Co., Austin, Texas*

- Grading material and pricing customers based on the current market
- Specialize in chemical make-up of metals
- Trained with local police department to stay up to date on all metal scrapping laws
- Building new customer base while maintaining current customer relationships
- Cash Handling

**Education**

Luther College Graduate

Decorah, Iowa

**May 1977**

Shattuck High School

Fairbault, Minnesota

**Class of 1973****Skills**

- Customer Relations
- Strong knowledge of chemical make-up of metals
- Expert knowledge of Ferrous and Non-Ferrous metals
- Equipment maintenance and repair

# Kelly Vande Streek

8707 Ganttcrest Drive, Austin, TX 78749

512-903-6626

khass3@yahoo.com

## Professional Experience

### Account Manager

September 2008 to Present

*Austin Metal & Iron Co., Austin, Texas*

- Overhauled antiquated financial processes to improve efficiency and increase annual net profits.
- Oversee all financial aspects of the company including accounting, account receivables/payables, HR and customer relations.
- Manage and prepare all monthly/quarterly/annual reports and audits.
- Analyze weekly financials to ensure timely payment processes and improve profit margins.

### Intake Specialist

April 2008 to September 2008

*Texas Dept. of Family Protective Services, Austin, Texas*

- Assessed agency cases of abuse/neglect of children, persons 65 years and older and individuals with disabilities.
- Evaluate cases for determination of priority, allegation type and distribution to appropriate department within DFPS while adhering to the guidelines of the Texas Family Code.

### Financial Center Manager

April 2000 to April 2008

*Wachovia Bank (formerly World Savings), Austin, Texas*

- Opened new financial center and led staff to achieve sales and service performance objectives by bringing in \$2.3 million in new business; exceeding goal by over 200%.
- Served as empowered decision maker and primary escalation point for all service and operational issues.
- Exhibited professionalism, promoted service awareness and maintained operational soundness.
- Coached, counseled and trained employees to further their professional development and skills within the company.
- Oversaw daily teller staff activities, operations and weekly auditing.
- Identified opportunities for sales referrals and business relationships through customer profiling and sales calls.

## Education

B.A Psychology with minor in Criminal Justice

California State University - Fullerton

January 2004

Fullerton, CA

Mission Viejo High School Graduate

Mission Viejo, California

Class of 1999

## Skills

- Staff Management & Development
- Accounting and Financial Operations
- Financial Reporting & Management
- Billing and Collections
- Invoice Management
- Notary
- Quality Control
- Accounts Payable/Receivable
- Reconciliation
- Customer Service
- Time management, Organization, and Problem Solving

# Arasely De la cruz

512-718-2276

273 Texas Oak Dr., Cedar Creek, TX 78612

arasely@austinmetalandiron.com

## Professional Experience

### Office Administrator

June 2013 to Present

Austin Metal & Iron Co., Austin, Texas

- Oversee all financial aspects of the company including accounting, account receivables/payables, HR and customer relations.
- Manage and prepare all monthly, quarterly, annual reports.
- Process payroll and assist with HR

### Office Administrator

February 2007 to present

HVR Phase 3, LTD., Cedar Creek, Texas

- Process Payroll
- Manage and prepare all monthly, quarterly, annual reports.
- Oversee accounts receivables and payables.
- Assist with all aspects of land sales

## Education

Associate of Arts Degree

Pasadena City College -  
Pasadena, CA

2001 -2003

Pasadena High School Graduate

Pasadena, California

Class of 1997

## Areas of expertise include:

- Possess high ethical standards and the capability of establishing mutual rapport and respect, and observing the most stringent confidentiality guidelines
- Accounting
- Financial Reporting & Management
- Billing and Collections
- Invoice Management
- Bilingual-ability to speak, write and translate the Spanish language
- Notary
- Accounts Payable/Receivable
- Customer Service
- Time management, Organization, and Problem Solving
- Strong organizational, decision-making and time management skills



## **COST PROPOSAL**

Our attached proposal utilizes the American Metal Market (AMM), a nationally published index that takes consumer pricing based on the LME and Comex as well as current market conditions to create a reliable pricing index. This publication is widely used by privately and publically held companies nationwide. We pride ourselves on being aggressively competitive in our pricing so our customers know they are getting the most value out of their recyclables.

CITY OF JUSTIN PURCHASE OFFICE SALE OF SCRAP METAL 0600B Bid Sheet					
Solicitation No.: RFP SLW0507					
LINE ITEM	TYPE OF METAL/AMERICAN METAL MARKET PRICE CATEGORY	AMM PUBLISHED PRICE PER CWT	ESTIMATED ANNUAL QUANTITY (LBS)	AMM PRICE MULTIPLIER	REVENUE (price X multiplier X est. qty.)
1.1	Copper bare / AMM Closing Prices /Scrap Metals, Refiners' Copper Scrap, No. 1 copper	1.71	88,523	103.45	\$ 156,596 <sup>74</sup> -
1.2	Insulated & Waterproof copper / AMM Closing Prices, Scrap Metals, Refiners Copper Scrap No. 2 Copper	1.57	126,710	66.1	\$ 131,495 <sup>84</sup> -
1.3	ACSR, insulated & bare aluminum / AMM Closing Prices, Scrap Metals, Secondary Smelter's Aluminum Scrap, Mixed Low Copper Clips, High side	.30	432,278	96.5	\$ 125,144 <sup>48</sup> -
1.4	URD & Mixed Aluminum, insulated & bare aluminum / AMM Closing Prices, Scrap Secondary Smelter's Aluminum Scrap, Mixed Low Copper Clips, High side	.30	43,630	96.5	\$ 12,630 <sup>89</sup> -
1.5	Tin / AMM Scrap Iron & Steel Prices, No. 1 Heavy Melt Houston Area, High Side	137 GT	899,726	51.1	\$ 28,119 <sup>25</sup> -
1.6	Mixed Iron and steel cable / AMM Scrap Iron & Steel Prices, No. 1 Heavy Melt, Houston Area, High Side	137 GT	1,016,605	51.1	\$ 31,772 <sup>08</sup> -
1.7	Ductile Iron / AMM Scrap Iron & Steel Prices, No. 1 Heavy Melt, Houston Area, High Side	137 GT	536,123	66.1	\$ 21,673 <sup>97</sup> -
1.8	Lead Cable / AMM Nonferrous Scrap Prices, Lead, Heavy Soft Lead, Houston Area, High Side	.38	14,150	126.1	\$ 6,780 <sup>40</sup> -
1.9	Brass / AMM Closing Prices, Scrap Metals, Brass Ingot, Maker's Scrap, Yellow Brass Solids, Midwest	1.16	29,500	71.1	\$ 24,330 <sup>42</sup> -
1.10	Batteries / AMM Closing Prices, Scrap Metals, Smelter's Lead Scrap, Whole Batteries, High Side	.29	45,100	71.1	\$ 9,299 <sup>17</sup> -
1.11	Radiators / AMM Closing Prices, Scrap Metals, Brass Ingot Maker's Scrap, Radiators, Midwest	1.40	200	61.1	\$ 171 <sup>08</sup> -
TOTAL REVENUE:					\$ 548,014 <sup>32</sup> -



### **EXCEPTIONS TO THE PROPOSAL**

Austin Metal & Iron takes no exceptions to the terms of the contract set forth by the City of Austin.

## **ATTACHMENTS**

- Philanthropy's Austin Metal & Iron is involved with
- Jim Shapiros appointment letter to the Texas Metal Recycling Advisory Board
- Certificate of Liability Insurance
- Stormwater Discharge Permit
- Metal Recycling Entity Permit – State level
  - ❖ Metal Recycling Entity Permit – City level
- TCEQ Permit
- State Public Scale Certification
- MSDS for Lead Acid Batteries

**Austin Metal Iron Co., L.P.**  
**Annual Contributions**

**Name**

---

Austin American Veterans  
Ben Hur Circus  
Busby Foundation  
Capitol Area Boy Scout of America  
Cathedral of Immaculate Conception  
Cedar Creek High School Baseball  
Children's Wish Foundation International  
Clarity Child Guidance Center  
Cookies For Cancer  
East Austin Conservancy  
Goodwill Industries Central Texas  
Heritage Society of Austin  
Lonestar Legacy  
Marshall Glick Sch Foundation  
Multiple Sclerosis Association of America  
RBI Baseball  
Rodeo Austin  
Ronald Mcdonald  
Ryan Etten Cancer Foundation  
Shriner Hospital  
Sociedad Guadalupana  
Special Olympics Texas  
St. Jude  
The Arc of the Capital Area  
The National Children's Cancer Society  
Western Hills Little League  
Young Texans Against Cancer

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
CHERYL MacBRIDE  
DEPUTY DIRECTORS



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH  
A. CYNTHIA LEON

December 6, 2011

Jim Shapiro  
Austin Metal and Iron Co  
1000 East 4<sup>th</sup> St  
Austin, Tx 78702

Dear Mr. Shapiro:

Congratulations on your appointment to the Texas Metals Recycling Advisory Committee. The administration and enforcement of Texas Occupations Code Chapter 1956 is critical to the safety of the citizens of Texas and the Metals Recycling Advisory Committee will play a vital role in advising the Department and making recommendations on issues of importance to the regulated metals recycling professions.

The first meeting of the Committee is anticipated to be scheduled for January 2012. You will be contacted again once a firm date has been set. I will be your main contact for information at the Regulatory Services Division of the Department of Public Safety. In the event that I am unavailable, please contact my Executive Assistant, Leslie Stevens. In addition, you may also contact the Senior Manager of Compliance and Enforcement Service, Dennis Dobias. Our contact information is as follows:

RenEarl Bowie:	512-424-7731	<a href="mailto:RenEarl.Bowie@dps.texas.gov">RenEarl.Bowie@dps.texas.gov</a>
Leslie Stevens:	512-424-7717	<a href="mailto:Leslie.Stevens@dps.texas.gov">Leslie.Stevens@dps.texas.gov</a>
Dennis Dobias:	512-424-7706	<a href="mailto:Dennis.Dobias@dps.texas.gov">Dennis.Dobias@dps.texas.gov</a>

Thank you for your participation and please do not hesitate to contact the Department if we may be of assistance as you take on your duties as a Metals Recycling Advisory Committee member.

Sincerely,

RenEarl Bowie, Assistant Director  
Regulatory Services Division





### STORMWATER DISCHARGE PERMIT

*Austin Metal & Iron* located at **1000 E. 4th St.**, permit #1900, is authorized to discharge stormwater free of pollutants as specified in the Austin City Code of 1992, Title VI, Chapter 6-5, Sections 6-5-57 through 6-5-82 generated from *fuel dispensing facilities*

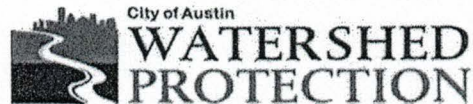
to a storm sewer under San Marcos Street after flowing overland off the east and west sides of the lot.

This permit shall expire at midnight **December 31, 2016**.

APPROVED, ISSUED AND EFFECTIVE this 4th day of January, 2016

 Sharon R. Cooper

for Victoria J. Li, P.E., Director  
Watershed Protection Department





# The Austin Police Department

Commercial Burglary and Metal Theft Unit

Permit Application Approval Certificate

Ordinance No. 20100826-028

Metal Recycling

## Austin Metal and Iron

1000 E. 4<sup>th</sup> St., Austin, Texas

Is permitted to operate as a Metal Recycling Entity in the City of Austin, Texas

This certificate is valid from October 15<sup>th</sup>, 2014 to October 14<sup>th</sup>, 2016



 #3547  
Sgt. Jerry Sullivan #3547



# Texas Department of Public Safety



## Certificate of Registration Metal Recycling Entity



**CERTIFICATE #0100562**

Location Name

**AUSTIN METAL & IRON CO.**

Location Address

**10506 DECKER LANE  
AUSTIN, TX 78724**

Statutory Agent

**SHAPIRO, JIM**

Valid

**2/5/2015 thru 2/5/2017**

This certificate affirms the above stated metal recycling entity registered pursuant to Texas Occupations Code, Chapter 1956, on the date stated above, and makes no other representations or warranties; nor does this certificate make any representations or warranties to any person or entity, other than the named certificate holder at the address listed above, for whose sole benefit it is issued. Texas DPS assumes no liability to any person or entity in connection with the foregoing.

Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78751  
[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



# Texas Department of Public Safety



## Certificate of Registration Metal Recycling Entity

**CERTIFICATE #0100458**



Location Name

**AUSTIN METAL AND IRON  
COMPANY**

Location Address

**1000 EAST 4TH STREET  
AUSTIN, TX 78702**

Statutory Agent

**JIM, SHAPIRO**

Valid

**2/2/2015 thru 2/2/2017**

This certificate affirms the above stated metal recycling entity registered pursuant to Texas Occupations Code, Chapter 1956, on the date stated above, and makes no other representations or warranties; nor does this certificate make any representations or warranties to any person or entity, other than the named certificate holder at the address listed above, for whose sole benefit it is issued. Texas DPS assumes no liability to any person or entity in connection with the foregoing.

Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78751  
[www.txdps.state.tx.us](http://www.txdps.state.tx.us)





## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### Texas Pollutant Discharge Elimination System Storm Water Multi-Sector General Permit

The Notice of Intent (NOI) for the facility listed below was received on October 25, 2011. The intent to discharge storm water associated with industrial activity under the terms and conditions imposed by the Texas Pollutant Discharge Elimination System (TPDES) storm water multi-sector general permit TXR050000 is acknowledged. Your facility's TPDES multi-sector storm water general permit number is:

**TXR05AL22**

Coverage Effective: October 25, 2011

TCEQ's storm water multi-sector general permit requires certain storm water pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a storm water pollution prevention plan (SWP3) that is tailored to your industrial site. As a facility authorized to discharge under the storm water multi-sector general permit, all terms and conditions must be complied with to maintain coverage and avoid possible penalties.

**Project/Site Information:**

RN103216867  
AUSTIN METAL & IRON  
1000 E 4TH ST  
AUSTIN, TX 78702-3833  
TRAVIS COUNTY

**Operator:**

CN601271943  
AUSTIN METAL & IRON CO INC  
PO BOX 2115  
AUSTIN, TX 78768-2115

This permit expires on August 14, 2016, unless otherwise amended. If you have any questions related to processing you may contact the Storm Water Processing Center by email at [SWPERMIT@tceq.texas.gov](mailto:SWPERMIT@tceq.texas.gov) or by telephone at (512) 239-3700. For technical issues, you may contact the storm water technical staff by email at [swgp@tceq.texas.gov](mailto:swgp@tceq.texas.gov) or by telephone at (512) 239-4671. Also, you may obtain information on the storm water web site at [http://www5.tceq.texas.gov/wq\\_dpa/](http://www5.tceq.texas.gov/wq_dpa/). A copy of this document should be kept with your SWP3.

Issued Date: November 29, 2011

  
FOR THE COMMISSION



# TEXAS DEPARTMENT OF AGRICULTURE

## COMMISSIONER SID MILLER

PO BOX 12847 AUSTIN, TX 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD

[www.TexasAgriculture.gov](http://www.TexasAgriculture.gov)



## WEIGHTS & MEASURES CERTIFICATE OF REGISTRATION

This is to certify that the person listed below has registered weighing or measuring devices in accordance with Texas Agriculture Code Chapter 13.

CERTIFICATE NUMBER: 0509064

AUSTIN METAL AND IRON CO LP

10506 DECKER LN

AUSTIN TX 78724

For Fuel  
Information  
Scan Me



**EXPIRES ON: 03/31/2016**

For Scale  
Information  
Scan Me



THIS CERTIFICATE MUST BE PROMINENTLY DISPLAYED SO AS TO, DURING REGULAR BUSINESS HOURS,  
BE IN PLAIN SIGHT OF, LEGIBLE TO, AND PHYSICALLY ACCESSIBLE TO THE AVERAGE CONSUMER  
OF WEIGHED OR MEASURED PRODUCTS SOLD OR OFFERED FOR SALE AT THE REGISTERED LOCATION.  
THIS CERTIFICATE IS NON-TRANSFERABLE.



# TEXAS DEPARTMENT OF AGRICULTURE

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## WEIGHTS & MEASURES

### CERTIFICATE OF REGISTRATION

This is to certify that the person listed below has registered weighing or measuring devices in accordance with Texas Agriculture Code Chapter 13.

CERTIFICATE NUMBER: 0053587

AUSTIN METAL & IRON

4TH & SAN MARCOS

AUSTIN TX 78702

For Fuel  
Information  
Scan Me




**EXPIRES ON: 07/31/2016**

THIS CERTIFICATE MUST BE PROMINENTLY DISPLAYED SO AS TO, DURING REGULAR BUSINESS HOURS,  
BE IN PLAIN SIGHT OF, LEGIBLE TO, AND PHYSICALLY ACCESSIBLE TO THE AVERAGE CONSUMER  
OF WEIGHED OR MEASURED PRODUCTS SOLD OR OFFERED FOR SALE AT THE REGISTERED LOCATION.  
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	Title:	Date:	Rev:	Page:	File Name:
	<b>Material Safety Data Sheet for All Optima Batteries</b>	1/14/14	M	1 of 5	MSDS battery

MSDS No.

L 8A

Date Issued

**Feb. 20, 1990**

Date Revised

**Jan. 14 2014**

Chemical/Trade Name (identity used on label) <b>Sealed Lead Acid Battery/ OPTIMA BATTERY™</b>		Chemical Family/Classification <b>Electric Storage Battery</b>	HMIS Rating for Sealed, Lead Acid Battery <b>0 0 0</b> ; For sulfuric acid <b>3 0 2</b>
Synonyms/Common Name <b>Sealed Lead Acid Battery</b>	DOT, IATA and IMO Description <b>Non-Spillable Battery, Exempt from UN2800 Classification</b>		
Company Name <b>OPTIMA Batteries, Inc.</b>	Address <b>5757 N. Green Bay Avenue Milwaukee, WI 53209</b>		
Division or Department <b>Wholly- owned subsidiary of Johnson Controls Inc.</b>			
CONTACT		TELEPHONE NUMBER	
Questions Concerning MSDS <b>OPTIMA Batteries, Environmental, Health &amp; Safety Department</b>		Day: <b>(800) 333-2222, Ext. 3138</b>	
Transportation Emergencies <b>CHEMTREC</b>		24 Hours: <b>(800) 424-9300</b> International: <b>(703) 527-3887 (Collect)</b>	

NOTE: The OPTIMA sealed lead acid battery is considered an article as defined by 29 CFR 1910.1200 © OSHA Hazard Communication Standard. The information on this MSDS is supplied at customer's request for information only.

## II. Hazardous Ingredients


Material	% by Wt.	CAS Number	Eight Hour Exposure Limits		
			OSHA PEL	ACGIH TLV	NIOSH REL
Specific Chemical Identity <b>Lead &amp; lead compounds</b>	63-81	7439-92-1	50 µg/m <sup>3</sup>	150 µg/m <sup>3</sup>	100 µg/m <sup>3</sup>
Specific Chemical Identity <b>Sulfuric Acid (35%)</b> Common Name <b>Battery Electrolyte (Acid)</b>	17 - 25	7664-93-9	1mg/m <sup>3</sup>	0.2 mg/m <sup>3</sup> (respirable thoracic fraction)	1 mg/m <sup>3</sup>
Common Name <b>Case Material Polypropylene</b>	2-6	9010-79-1	---	---	---
Common Name <b>Separator/Paster Paper Fibrous Glass</b>	1-4	65997-17-3	---	---	---

NOTE: The contents of this product are toxic chemicals that are subject to the reporting requirements of section 302 and 313 of the Emergency Planning and Community Right-To-Know Act of 1986 (40CFR 355 and 372).

## III. Physical Data

Material is (at normal temperatures) <input checked="" type="checkbox"/> Solid <input checked="" type="checkbox"/> Liquid	Appearance and Odor <b>Battery Electrolyte (acid) is a clear to cloudy liquid with slight acidic odor. Acid saturated lead oxide is a dark reddish-brown to gray solid with slight acidic odor.</b>
Boiling Point (at 760 mm Hg) <b>Lead 1755°C Batt. Electrolyte (Acid) 110-112°C</b>	
Melting Point <b>Lead 327.4°C</b>	
Specific Gravity (H <sub>2</sub> O =1) <b>Battery Electrolyte (Acid) 1.210 - 1.300</b>	Vapor Pressure <input checked="" type="checkbox"/> (mm Hg at 20°C) <input checked="" type="checkbox"/> (PSIG) <b>Battery Electrolyte (Acid) 11.7</b>
Vapor Density (Air =1) <b>Battery Electrolyte (Acid) 3.4</b>	Solubility is H <sub>2</sub> O <b>Lead and Lead Dioxide are not soluble. Battery Electrolyte (acid) is 100% soluble in water.</b>
% Volatile By Weight <b>Not Determined</b>	Evaporation rate (Butyl Acetate = 1) <b>Not Determined</b>



	<b>Title:</b> <b>Material Safety Data Sheet for</b> <b>All Optima Batteries</b>	<b>Date:</b> 1/14/14	<b>Rev:</b> M	<b>Page:</b> 2 of 5	<b>File Name:</b> MSDS battery
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#### IV. Health Hazard Information

**NOTE:** Under normal conditions of use, this product does not present a health hazard. The following information is provided for battery electrolyte (acid) and lead for exposure that may occur during battery production or container breakage or under extreme heat conditions such as fire

##### ROUTES AND METHODS OF ENTRY

###### Inhalation

Acid mist may be generated during battery overcharging and may cause respiratory irritation. Seepage of acid from broken batteries may present inhalation exposure in a confined area.

###### Skin Contact

Battery electrolyte (acid) can cause severe irritation, burns and ulceration.

###### Skin Absorption

Skin absorption is not a significant route of entry.

###### Eye Contact

Battery electrolyte (acid) can cause severe irritation, burns, and cornea damage upon contact.

###### Ingestion

Hands contaminated by contact with internal components of a battery can cause ingestion of lead/lead compounds. Hands should be washed prior to eating, drinking, or smoking.

##### SIGNS AND SYMPTOMS OF OVEREXPOSURE

###### Acute Effects

Acute effects of overexposure to lead compounds are GI (gastrointestinal) upset, loss of appetite, diarrhea, constipation with cramping, difficulty in sleeping, and fatigue. Exposure and/or contact with battery electrolyte (acid) may lead to acute irritation of the skin, corneal damage of the eyes, and irritation of the mucous membranes of the eyes and upper respiratory system, including lungs.

###### Chronic Effects

Lead and its compounds may cause chronic anemia, damage to the kidneys and nervous system. Lead may also cause reproductive system damage and can affect developing fetuses in pregnant women. Battery electrolyte (acid) may lead to scarring of the cornea, chronic bronchitis, as well as erosion of tooth enamel in mouth breathers in repeated exposures.

##### POTENTIAL TO CAUSE CANCER

The National Toxicological Program (NTP) and The International Agency for Research on Cancer (IARC) have classified "strong inorganic acid mist containing sulfuric acid" as a Category 1 carcinogen, a substance that is carcinogenic to humans. The ACGIH has classified "strong inorganic acid mist containing sulfuric acid" as an A2 carcinogen (suspected human carcinogen). These classifications do not apply to liquid forms of sulfuric acid or sulfuric acid solutions contained within a battery. Inorganic acid mist (sulfuric acid mist) is not generated under normal use of this product. Misuse of the product, such as overcharging, may result in the generation of sulfuric acid mist.

The NTP and the IARC have classified lead as an A3 carcinogen (animal carcinogen). While the agent is carcinogenic in experimental animals at relatively high doses, the agent is unlikely to cause cancer in humans except under uncommonly high levels of exposure. For further information, see the ACGIH's pamphlet, *1996 Threshold Limit Values and Biological Exposure Indices*.

##### EMERGENCY AND FIRST AID PROCEDURES

###### Inhalation

Not expected for product under normal conditions of use. However, if acid vapor is released due to overcharging or abuse of the battery, remove exposed person to fresh air. If breathing is difficult, oxygen may be administered. If breathing has stopped, artificial respiration should be started immediately. Seek medical attention immediately.

###### Skin

Exposure not expected for product under normal conditions of use. However, if acid contacts skin, flush with water and mild soap. If irritation develops, seek medical attention immediately.

###### Eyes

Exposure not expected for product under normal conditions of use. However, if acid from broken battery case enters eyes, flush with water for at least 15 minutes. Seek medical attention immediately.


###### Ingestion

Not expected due to physical form of finished product. However, if internal components are ingested:  
Lead/Lead compounds: Consult a physician immediately for medical attention.  
Battery Electrolyte (Acid): Do not induce vomiting. Refer to a physician immediately for medical attention.

##### MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

Inorganic lead and its compounds can aggravate chronic forms of kidney, liver, and neurologic diseases. Contact of battery electrolyte (acid) with the skin may aggravate skin diseases such as eczema and contact dermatitis.



	Title:	Date:	Rev:	Page:	File Name:
	<b>Material Safety Data Sheet for All Optima Batteries</b>	1/14/14	M	3 of 5	MSDS battery

#### V. Fire and Explosion Data

Flash Point (test method) <b>Hydrogen - 259°C</b>	Autoignition Temperature <b>Hydrogen 580°C</b>	Flammable Limits in Air, % by Vol. <b>Hydrogen LEL - 4.1 UEL - 74.2</b>
Extinguishing Media <b>Dry chemical, foam, or CO<sub>2</sub></b>		
Special Fire Fighting Procedures <b>Use positive pressure, self-contained breathing apparatus.</b>		
Unusual Fire and Explosion Hazard <b>The sealed lead acid battery is not considered flammable, but it will burn if involved in a fire. A short circuit can also result in a fire. Acid mists, smoke and decomposition products may be produced. Remove all ignition sources. Cool battery(s) to prevent rupture.</b>		

#### VI. Reactivity Data

Stability <input type="checkbox"/> Unstable <input checked="" type="checkbox"/> Stable	Conditions to Avoid <b>Sparks and other sources of ignition may ignite hydrogen gas.</b>
Incompatibility (materials to avoid) <b>Lead/lead compounds: Potassium, carbides, sulfides, peroxides, phosphorus, sulfur. Battery electrolyte (acid): Combustible materials, strong reducing agents, most metals, carbides, organic materials, chlorates, nitrates, picrates, and fulminates.</b>	
Hazardous Decomposition Products <b>Lead/Lead compounds: Oxides of lead and sulfur Battery electrolyte (acid): Hydrogen, sulfur dioxide, sulfur trioxide</b>	
Hazardous Polymerization <input type="checkbox"/> May Occur <input checked="" type="checkbox"/> Will Not Occur	Conditions to Avoid <b>High temperature. Battery electrolyte (acid) will react with water to produce heat. Can react with oxidizing or reducing agents.</b>


#### VII. Control Measures

Engineering Controls
<b>Store sealed lead acid batteries at ambient temperature. Never recharge batteries in an unventilated, enclosed space. Do not subject product to open flame or fire. Avoid conditions that could cause arcing between terminals.</b>
Work Practices
<b>Do not carry battery by terminals. Do not drop battery, puncture or attempt to open battery case. Avoid contact with the internal components of a battery.</b>
PERSONAL PROTECTIVE EQUIPMENT
Respiratory Protection
<b>None required for normal handling of finished product.</b>
Eyes and Face
<b>None required under for finished product under normal conditions of use. If necessary to handle broken product, chemical splash goggles are recommended.</b>
Hands, Arms, and Body
<b>None required for normal handling of finished product. If necessary to handle broken product, Vinyl-coated, PVC, gauntlet-type gloves with rough finish are recommended..</b>
Other Special Clothing and Equipment
<b>Safety footwear meeting the requirements of ANSI Z 41.1 – 1991 is recommended when it is necessary to handle the finished product.</b>

#### VIII. Safe Handling Precautions

Hygiene Practices <b>Wash hands thoroughly before eating, drinking, or smoking after handling batteries.</b>
Protective Measures to be Taken During Non-Routine Tasks, Including Equipment Maintenance <b>Do not carry battery by terminals. Do not drop battery, puncture or attempt to open battery case. Do not subject product to open flame or fire and avoid situations that could cause arcing between terminals.</b>



 <b>OPTIMA</b> BATTERIES <small>THE ULTIMATE POWER SOURCE™</small>	<b>Title:</b>	<b>Date:</b>	<b>Rev:</b>	<b>Page:</b>	<b>File Name:</b>
	<b>Material Safety Data Sheet for All Optima Batteries</b>	1/14/14	M	4 of 5	MSDS battery

Protective Measures to be Taken if Material is Released or Spilled

**Remove combustible materials and all sources of ignition. Avoid contact with acid materials. Use soda ash, baking soda or lime to neutralize any acid that may be released.**

**If battery is broken, wear chemical goggles and acid-resistant gloves for handling the parts.**

**DO NOT RELEASE UNNEUTRALIZED ACID!**

Waste Disposal Method

**Battery Electrolyte (Acid): Neutralize as above for a spill, collect residue, and place in a drum or suitable container. Dispose of as a hazardous waste.**

**DO NOT FLUSH LEAD-CONTAMINATED ACID INTO SEWER.**

**Send spent or broken batteries to a lead recycling facility or smelter that follows applicable Federal, State and Local regulations for routine disposition of spent or damaged batteries. The distributor / user is responsible for assuring that these "spent" or "damaged" batteries are disposed of in an environmentally sound way in accordance with all regulations. OPTIMA batteries are 100% recyclable by any licensed reclamation operation..**



#### SUPPLEMENTAL INFORMATION

**Proposition 65 Warning (California)** Proposition 65 Warning: The state of California has listed lead as a material known to cause cancer or cause reproductive harm (July 9, 2004 California List of Chemicals Known to Cause Cancer or Reproductive Toxicity) Battery posts, terminals and related accessories contain lead and lead compounds. Batteries also contain other chemicals known to the State of California to cause cancer. Wash hands after handling.

TSCA Registry: Ingredients listed in the TSCA Registry are lead, lead compounds, and sulfuric acid.

**Transportation: Sealed Lead Acid Battery is not a DOT Hazardous Material.**


**Other: Per DOT, IATA, ICAO and IMDG rules and regulations, these batteries are exempt from "UN2800" classification as a result of successful completion of the following tests:**

- 1) **Vibration Tests**
- 2) **Pressure Differential Tests**
- 3) **Case Rupturing Tests (no free liquids)**

#### US MILITARY NATIONAL STOCK NUMBER (NSN)

Model Number	P/N	NSN
34/78	8004-003	6140-01-374-2243, 6140-01-457-4339
34	8002-002	6140-01-378-8232, 6140-01-493-1962
34R	8003-151	6140-01-475-9357
34VX	8008-158	6140-01-534-6466
25	8025-160	
35	8020-164	
75/25	8022-091	6140-01-475-9361
78	8078-109	
850/6 -1050 SLI	8010-044	6140-01-475-9414
DS46B24R	8171-767	
850/6 - 950 (DC)		
D51	8071-167	6140-01-523-6288
D51R	8073-167	6140-01-529-7226
D35	8040-218	
D75/25	8042-218	



	<b>Title:</b> <b>Material Safety Data Sheet for  All Optima Batteries</b>	<b>Date:</b> 1/14/14	<b>Rev:</b> M	<b>Page:</b> 5 of 5	<b>File Name:</b> MSDS battery
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D34	8012-021	6140-01-450-0141
D34/78	8014-045	6140-01-441-4272
D27F	8037-127	
D31T	8050-160	6140-01-457-5469
D31A	8051-160	6140-01-502-4973
34M	8006-006	6140-01-441-4280, 6140-01-526-2605
D34M	8016-103	6140-01-475-9355
D27M	8027-127	6140-01-589-0622
D31M	8052-161	6140-01-502-4405

**Disclaimer:** This information has been compiled from sources considered to be dependable and is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty (either express or implied) or guarantee is made to the accuracy, reliability or completeness of the information contained herein. This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. It is the user's responsibility to satisfy himself as to the suitability and completeness of this information for his own particular use. We do not accept liability for any loss or damage that may occur, whether direct, indirect, incidental or consequential, from use of this information.



**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources  
**FROM:** Sandy Wirtanen  
**DATE:** 9/30/2015  
**SUBJECT:** Request for Determination of Goals for Solicitation No. RFP SLW0507

Project Name: Sale of Scrap Metal  
Commodity Code(s): 99868  
Estimated Value: There will be no expenditures on this contract as it is for the sale of scrap metal.

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

The Departmental Point of Contact is: Teri Jeffries at Phone: 512-974-1816

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586.

     **Approved w/ Goals**      ☒ **Approved, w/out Goals**

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

- a. Goals:      % MBE      % WBE  
b. Subgoals      % African American      % Hispanic  
     % Native/Asian American      % WBE

This determination is based on the following reasons:

This is the sale of scrap metal. It is a revenue contract.

[Signature]

Veronica Lara, Director

Date: 10-8-15

cc: Lorena Resendiz

Type of Metal/ AMM Price Category	AE Annual Quantity	AWU Annual Quantity	Transportation Annual Quantity	Previous Financial Services/Aviation Annual Quantity	ARR Annual Quantity	ACCD Annual Quantity	Watershed Protection Annual Quantity	Public Works Annual Quantity	
Copper bare / AMM Closing Prices /Scrap Metals, Refiners' Copper Scrap, No. 1 copper	82,123	3,400	0	2,000	1,000	0			88,523
Insulated & Waterproof copper / AMM Closing Prices, Scrap Metals, Refiners Copper Scrap No. 2 Copper	104,440	1,000	4,900	2,000	3,100	11,270			126,710
ACSR, insulatd & bare aluminum / AMM Closing Prices, Scrap Metals, Secondary Smelter's Aluminum Scrap, Mixed Low Copper Clips, High side	399,665	2,000	25,300	5,313	0	0			432,278
URD & Mixed Aluminum, insulated & bare aluminum / AMM Closing Prices, Scrap Secondary Smelter's Aluminum Scrap, Mixed Low Copper Clips, High side	40,730	0	0	500	2,400	0			43,630
Tin / AMM Scrap Iron & Steel Prices, No. 1 Heavy Melt Houston Area, High Side	475,970	0	22,400	42,500	290,000	63,856	5,000		899,726
Mixed Iron and steel cable / AMM Scrap Iron & Steel Prices, No. 1 Heavy Melt, Houston Area, High Side	598,605	282,200	30,000	101,600	0	0	4,200		1,016,605
Ductile Iron / AMM Scrap Iron & Steel Prices, No. 1 Heavy Melt, Houston Area, High Side	412,123	124,000	0	0	0	0			536,123
Lead Cable / AMM Nonferrous Scrap Prices, Lead, Heavy Soft Lead, Houston Area, High Side	14,150	0	0	0	0	0			14,150
Brass / AMM Closing Prices, Scrap Metals, Brass Ingot, Maker's Scrap, Yellow Brass Solids, Midwest	18,400	10,800	0	0	300	0			29,500
Batteries / AMM Closing Prices, Scrap Metals, Smelter's Lead Scrap. Whole Batteries, High Side	4,200	0	700	700	39,500	0			45,100
Radiators / AMM Clsing Prices, Scrap Metals, Brass Ingot Maker's Scrap, Radiators, Midwest	0	0	0	200	0	0			200