



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

October 10, 2018

Waste Repurposing International
Victoria Hodge
Director of Municipal Success
119 Nueces Street
Austin, TX 78701

Dear Victoria:

The Austin City Council approved the execution of a contract with your company for the recycling of alkyds and solvents in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Dawn Whipple
Department Contact Email Address:	Dawn.whipple@austintexas.gov
Department Contact Telephone:	512-974-4336
Project Name:	Recycling of Alkyds and Solvents
Contractor Name:	Waste Repurposing International
Contract Number:	MA 1500 NA180000164
Contract Period:	10/10/2018 – 10/9/2021
Dollar Amount	\$213,000.00
Extension Options:	Two 12-month options at \$71,000/option
Requisition Number:	RQM 1500 18030700320
Solicitation Type & Number:	RFP 1500 SLW0523REBID
Agenda Item Number:	34
Council Approval Date:	8/9/2018

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

Sincerely,

Sandy Wirtanen
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Waste Repurposing International, Inc. dba Smarter Sorting ("Contractor")
for
Recycling of Alkyds and Solvents
MA 1500 NA180000164**

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

This Contract is between Waste Repurposing International, Inc. dba Smarter Sorting having offices at Austin, TX 78701 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 1500 SLW0523REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP, 1500 SLW0523REBID including all documents incorporated by reference
- 1.1.3 Waste Repurposing International, Inc. dba Smarter Sorting's Offer, dated April 11, 2018, including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option.

1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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

1.3.3 This is a 36 month Contract. Prices are firm for the first twelve (12) months.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$213,000.00 for the initial Contract term and \$71,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

1.6 Clarifications and Additional Agreements.

1.6.1 Contractor may terminate this Contract upon one hundred eighty (180) days prior written notice of termination.

- 1.6.2 Waste Repurposing International, Inc. dba Smarter Sorting shall take reusable or recyclable Alkyds and Solvent from Austin Resource Recovery to one of their recycling facilities using a licensed and insured shipping process.

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.

**WASTE REPURPOSING INTERNATIONAL, INC.
dba SMARTER SORTING**



Signature

Chris Ripley

Printed Name of Authorized Person

CEO

Title

10/09/2018

Date

CITY OF AUSTIN



Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

10/10/18

Date



City of Austin Request for Proposal

Recycling of Alkyds and Solvents

April 11th, 2018

Tab 1 – Executive Summary

Smarter Sorting is an Austin, TX based company that exists to increase the reuse of valuable consumer chemical products. Our patented process and technology documents Household Hazardous Waste streams. In turn, we transform expensive waste into sorted and categorized products that can be diverted into reuse or recycling for less than municipalities pay for disposal.

Currently, Smarter Sorting has active reuse contracts with 14 municipalities across the United States.

Smarter seeks to help Austin meet its Zero Waste Goal and expand our efforts to increase reuse by forming an alkyd/solvent recycling operation in or near Kyle, TX for the purpose of meeting ARR's Alkyd and Solvent Recycling needs.

We have considerable experience with paint. Founder/CEO Chris Ripley has consulted Austin ReBlend and Metro Paint (Portland, Ore.) to help improve their latex paint recycling operations. He also used to manufacture paint and stains for his company Smarter Permanent Coating Systems (SPCS). SPCS completed over 16,800 jobs across the United States in the mid 2000s.

Furthermore, Smarter Sorting has a strong relationship with [Loop Paint](#) in Ontario, Canada. Loop recycles alkyds and stains and has its product on the shelves at Walmart. Loop will consult us on our alkyd/stain recycling process and our sales strategy, giving us access to North America's most successful paint recycling minds.

Because of our innovative approach, experience, and network of industry experts, we can offer Austin unmatched quality, savings and reuse/recycling rates.

The Process

Smarter Sorting will take reusable or recyclable Alkyds and Solvents from ARR to our recycling facility in or near Kyle, TX using a licensed and insured shipping process.

Upon arrival at our facility, staff will further sort the Alkyds and Solvents, diverting each can, bucket or bottle into an appropriate process designed to ensure all product is reused and/or recycled appropriately.

The recycling process is similar to the latex paint recycling process. One key difference is that to prevent the product from dissolving, vats of recycling Alkyd are covered. To ensure product reaches and/or maintains the proper viscosity, solvents that can't be immediately reused will, as needed, be added to the recycling alkyds.

To ensure there is no combustion hazard, products that are ready for reuse will be properly stored and spaced while awaiting shipment to their end market.

Pricing and Reuse

At a rate of \$.35 per pound for Alkyds and \$.40 per pound for Solvents, we estimate the full cost of this contract will be \$60,000 annually.

In addition to moving closer to accomplishing their Zero Waste Goals and saving off the cost of disposal, Austin will be supporting the growth of low income housing options because of Smarter Sorting's existing reuse partnership with Austin area Habitat for Humanity ReStores.

This creates an exceptional opportunity for the City of Austin to achieve a threefold win by increasing reuse, cutting costs and supporting local non-profits through the resale of Austin's recycled and reused oil based paint products.

Reporting

Because Smarter Sorting's software is specifically designed to work with and for Household Hazardous Waste management facilities, we create the exact reports the City of Austin will need to track and understand their flow of alkyd and solvent waste, helping City Management and elected city officials better understand the behavior and needs of Austin residents.

Tab 2 – City of Austin Purchasing Documents



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 1500
SLW0523REBID

COMMODITY/SERVICE DESCRIPTION: Recycling of Alkyds
and Solvents

DATE ISSUED: March 19, 2018

REQUISITION NO.: RQM 1500

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 92677

LOCATION: N/A

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

PROPOSAL DUE PRIOR TO: April 10, 2018 at 2:00 PM

PROPOSAL OPENING TIME AND DATE: April 10, 2018 at 3:00
PM

Sandy Wirtanen
Procurement Specialist IV

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

Georgia Billela
Procurement Specialist III

For information on how to attend the Solicitation Closing online,
please select this link:

Phone: (512) 974-2939
E-Mail: Georgia.billela@austintexas.gov

<http://www.austintexas.gov/department/bid-opening-webinars>

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 Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 1500 SLW0523REBID	Purchasing Office-Response Enclosed for Solicitation # RFP 1500 SLW0523REBID
P.O. Box 1088	124 W 8 th 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 (USB) 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	8
0510	EXCEPTIONS CHECKLIST – Complete and return	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0600B	PRICE SHEET – Complete and return	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th 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: Waste Repurposing International (Smarter Sorting)
Company Address: 119 Nueces st
City, State, Zip: Austin, TX 78701
Federal Tax ID No. _____
Printed Name of Officer or Authorized Representative: Katy McIntosh
Title: Director of Operations
Signature of Officer or Authorized Representative: Katy McIntosh
Date: 1/9/2018
Email Address: Katy@SmarterSorting.com
Phone Number: 205.222.5289

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

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**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 offer closing date by 1:00 PM CST. Any requests should be emailed to 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

OR

PURInsuranceCompliance@austintexas.gov

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.

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

- (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - 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 commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

5. **ANTI-LOBBYING:** The City has determined that this solicitation is exempt from the requirements of City Code Article 2-7, Chapter 6 (Anti-Lobbying and Procurement) pursuant to Ordinance No. 20170406-023 and Ordinance No. 20171109-050. Ordinance No. 20170406-023 exempted solicitations for “municipal solid waste and waste related services, including but not limited to the collection, processing, resale, reuse and/or disposal of municipal solid waste, refuse, biosolids, compost, organics, recyclables and special waste such as Class 2 industrial non-hazardous waste.” Ordinance No. 20171109-50 set the expiration of that exemption at May 21, 2018.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain:
- i. A unique invoice number;
 - ii. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable;
 - iii. The ARR Department's Name;
 - iv. The name of the Contract Manager for the ARR Department;
 - v. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City;
 - vi. Invoices shall be itemized detailing information for each pick up at the HHW facility, including a total net weight of Alkyds collected, and transportation charges, if any, shall be listed separately; and
 - vii. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice.
- B. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices shall be emailed to ARR.AP@austintexas.gov with a copy via email to the Contract Manager on or before the 15th of each month for all the services provided the prior month. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- D. 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.
7. **LIVING WAGES:**
- The City's Living Wage Program, Rule R161-17.14, is located at:**
<http://www.austintexas.gov/edims/document.cfm?id=277854>
- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to

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

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

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices 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 percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

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

- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: PCU42993042993044	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Material Recyclers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

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

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

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

Dawn Whipple, Assistant Division Manager

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

Dawn.whipple@austintexas.gov

512-974-4336

**CITY OF AUSTIN
SCOPE OF WORK
RECYCLING OF ALKYDS AND SOLVENTS
SOLICITATION NUMBER: RFP 1500 SLW0523REBID**

1.0 PURPOSE

The City of Austin ("City"), seeks Contractors qualified to package, collect and recycle alkyds/oil based paints, stains and solvents ("Alkyds"). This scope of work establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

All eligible proposals submitted in response to this Request for Proposals ("RFP") that address the objectives of the solicitation will be considered by Austin Resource Recovery Department ("ARR"). However, ARR reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the services and assigned responsibilities described herein, and waive any technicalities as deemed to be in ARR's best interest.

2.0 BACKGROUND

In 2011, the Austin City Council unanimously approved adoption of ARR's Master Plan. The Master Plan is a culmination of two years of research, stakeholder engagement and community input, and serves as a guide for the City to achieve its goal of Zero Waste by reducing the amount of trash sent to landfills by ninety percent by the year 2040. Zero Waste is a shift from traditional waste management, where recyclables are kept out of the trash, to materials management, where trash is what remains once we reduce, reuse, recycle and compost.

In support of the City's Zero Waste initiative, ARR intends to initiate an Alkyds program in which residential customers of ARR and City municipal departments may easily and safely discard their unwanted Alkyds in order for them to be reused or recycled. The City shall set aside Alkyds at the Recycle and Reuse Drop-Off Center's Household Hazardous Waste Facility ("HHW"), located at 2514 Business Center Dr. This facility provides a drop off location for residents of Austin and Travis County to drop-off paints and chemicals for proper disposal or recycling. The Contractor shall sort the Alkyds into waste or recoverable materials at the City's facility. Alkyds determined to be recoverable shall be placed into containers by the Contractor and shall be taken to the Contractor's facility where the Contractor shall inspect, classify, recycle, reuse, resell, or in rare cases, dispose of the material in accordance with law and regulations. HHW currently has a diversion rate of forty-eight (48) percent of all materials received. In FY 15-16 the City collected 272,000 pounds of Alkyds. It is our estimation that approximately sixty (60) percent of the Alkyds the City receives are recyclable or reusable. The ability to recycle or reuse these paints will increase the City's diversion rate.

3.0 SCOPE OF WORK

3.1 Materials

The Contractor shall take materials that are clearly labeled as Alkyds. These products include, but are not limited to:

- A. Oil/alkyd-based architectural paint labeled for homeowner usage;
- B. Oil/alkyd-based commercial paints;
- C. Oil/alkyd-based primers;
- D. Oil/alkyd-based automotive paints and primers;
- E. Oil/alkyd-based lacquers and enamels;
- F. Oil/alkyd-based deck stains;
- G. Oil/alkyd-based rust control and anticorrosive paints and coatings;
- H. Oil/alkyd-based floor coatings;
- I. Pourable oil/alkyd-based roof coatings; and
- J. Other oil/alkyd materials or products.

**CITY OF AUSTIN
SCOPE OF WORK
RECYCLING OF ALKYDS AND SOLVENTS
SOLICITATION NUMBER: RFP 1500 SLW0523REBID**

3.1.1 Additives and Solvents

The Contractor shall repackage alkyd additives/miscellaneous oils/solvents separately from the Alkyds. The City will set these additives aside for the Contractor to repackage and divert to improve other recycled products. These additives include, but are not limited to:

- A. Acetone;
- B. Methyl Ethyl Ketone (MEK)
- C. Paint thinner;
- D. Lacquer thinner;
- E. Rubbing alcohol;
- F. Naphtha; and
- G. Other similar solvent products.

3.2 Training

3.2.1 The Contractor shall be responsible for training their staff on how to separate Alkyds, and the laws and regulations applicable to the service conducted in this contract.

3.2.2 The City will be responsible for training City employees on the procedures in handling Alkyds, and the laws and regulations applicable to the responsibilities of the City described herein.

3.3 Packaging

The City will place all Alkyds into cubic yard containers upon receipt from the public. The Contractor shall review the containers and sort the Alkyds as waste or recoverable at the City's facility. The City will provide containers for materials that are determined by the Contractor to be waste. These items shall be repackaged by the Contractor into shippable cubic yard boxes, in accordance with the City packing guidelines (as outlined in Attachment A) and moved by the City staff to the waste shipment staging area. The Contractor shall place Alkyds determined to be recyclable into transfer containers. The Contractor shall provide the transfer containers.

3.4 Recoverable Products

3.4.1. The Contractor shall inspect the manufacturer's label of each container. If the Alkyds are deemed reusable or recyclable, they will be taken to the Contractor's facility for further processing or direct reuse. The Contractor shall deliver these containers to end markets as is, or process the Alkyds for use in an end product.

3.4.2. Alkyds cannot be shipped out of the United States for processing. Any finished products shipped outside the United States must be ready for end use consumption with no modifications needed and cannot to be sold as a raw materials for use elsewhere.

3.5 Waste Products

3.5.1 Those items deemed non-recyclable by the City will be sorted at the HHW, per packaging guidelines and sent for disposal by the City. The Contractor will not take these items from ARR's facilities.

3.5.2 In addition, the Contractor shall only invoice the City for products it collects and removes from the City premises.

3.5.3 Any Alkyds determined to be waste at the Contractor's facility must be sent for disposal to an Environmental Protection Agency ("EPA") approved facility. The cost for this disposal will be incurred by the Contractor.

**CITY OF AUSTIN
SCOPE OF WORK
RECYCLING OF ALKYDS AND SOLVENTS
SOLICITATION NUMBER: RFP 1500 SLW0523REBID**

3.6 Collection and Hauling

- 3.6.1 The City will provide a forklift and operator to assist the Contractor with loading. Only City personnel will have access to operate the forklift. City personnel will not enter the Contractor's transport vehicle.
- 3.6.2 The Contractor agrees to indemnify the City of any liability in damage to the Contractor's vehicles during the packaging and loading process.
- 3.6.3 The Contractor shall have the Alkyds collected, repackaged and shipped on the predetermined schedule set up by the Contract Manager and the Contractor. Changes to the schedule must be agreed upon by both parties.

3.7 Facility Requirements

The Contractor shall have a local facility up and running within sixty (60) days of the start date of the contract. The Contractor may suggest an alternative timeframe with their proposal with reasoning as to why the timeframe should be changed. No material will be removed from City of Austin premises until the Contractor's facility is established, inspected, and approved by the City. No Alkyds will be set aside or saved during the timeframe it takes to establish, inspect, and approve the facility.

3.8 Storage Requirements

- 3.8.1 The Contractor shall ensure any manufacturing processes, as well as worker/transportation safety and compliance will be run according to Occupational Safety and Health Administration ("OSHA"), Department of Transportation ("TxDOT"), and EPA standards.
- 3.8.2 The Contractor's facility will have proper air handling equipment, as well as sprinkler fire suppression, as required by law and regulations.
- 3.8.3 The Contractor shall store containers and Alkyds per local, state, and federal regulations regarding hazardous materials and fire safety. The Contractor shall properly placard and space repackaged material, awaiting shipment to their end market.
- 3.8.4 During processing, the Contractor shall process all Alkyds in an intrinsically safe environment wherein all light fixtures, switches and machines are installed to the Texas and Underwriter Laboratories explosion proof code.
- 3.8.5 The Contractor shall keep the vats, kettles, drums and containers of the recycled Alkyds subject to open air as little as possible.

3.9 Marketing Logistics

The Contractor shall handle all sales and logistics for these end markets.

4.0 CONTRACTOR RESPONSIBILITIES

4.1 Project Manager

The Contractor shall provide a Project Manager who will oversee the contract. The Contractor shall also provide contact information for the Project Manager, and an alternate contact person, who will be available by telephone between 8:00 AM and 5:00 PM Central Time, Monday through Friday, for general contract services. The Contractor shall also provide ARR with emergency contact information for after-hours and weekends. The City reserves the right to request a change in project manager.

**CITY OF AUSTIN
SCOPE OF WORK
RECYCLING OF ALKYDS AND SOLVENTS
SOLICITATION NUMBER: RFP 1500 SLW0523REBID**

4.2 Vehicles

The Contractor shall maintain vehicle(s) and driver(s) with valid licenses to provide transport from the HHW facility. All vehicles shall adhere to the following:

- A. Be properly equipped with a fire extinguisher, spill kits and placarding necessary to contain small spills, aid first responders in the event of an accident, as well as phone numbers to resources who can contain larger spills that don't require public emergency response vehicles; and
- B. Ensure containers are secured inside the trailer using load lock, straps or other devices deemed necessary as required by federal, state, and local regulations.

4.3 Containers

The Contractor shall provide the transport containers for the Alkyds deemed recyclable. The Contractor shall maintain ownership of those containers.

4.4 Schedule of Pick Up

The City's hours of operation are Monday – Friday, 7:00 A.M. to 5:00 P.M. The Contractor shall come at a predetermined schedule agreed upon by the Contract Manager and the Contractor. The City reserves the right to add additional pickup times and locations to the schedule. The Contractor shall be responsible for securing the shipment, making sure it meets the TxDOT requirements, and taking the items directly to the Contractor's facility.

4.5 Staff

All Contractor employees sorting Alkyds shall have current HazWOPER certification and maintain annual eight (8) hour refresher certifications. The Contractor shall submit these certifications annually to the Contract Manager.

4.6 Compliance Standards

The Contractor shall fully comply with all current and future principles, guidelines, and requirements of the TxDOT. The Contractor's workers shall adhere to OSHA requirements regarding respirators and standard personal protective equipment during all processes that involve contact with Alkyds in order to limit exposure to evaporating solvents.

4.7 Spills and Leaks

4.7.1 The Contractor shall possess all properly authorized OSHA and TxDOT hazardous waste operations and emergency response spill kits and shall be responsible for any and all spills, leaks.

4.7.2 **Spill Prevention, Leaks, Spillage and Clean Up** – The Contractor, its employees, subcontractors or consultants shall solely be responsible and liable for all the management, cleanup, resulting damages, expenditures and other for all drips, leaks and/or spills from any source, solid or liquid, and/or loss of debris, even de minimis amounts, that occur from the transportation, pickup, disposal or processing of materials associated with this contract. The Contractor shall inform the Contract Manager of all such spills, immediately after the occurrence of the spill event. Should spillage occur in, on, from and/or around the service area and **for any reason**, the Contractor is solely liable for spillage and shall clean, pump out, and sweep up and properly dispose of the material/litter. Cleaning and sweeping shall include, at a minimum, the gathering and removal of material from the container and/or area where spillage occurred, and the surrounding premises and adjoining areas, using either manual or mechanized brooms and/or sweeping machines and proper solvents for cleanup. Cleanup shall conform to all federal, state and local regulations and ordinances. All damage, accidents and/or injuries that occur as a result of any leaks and/or spills shall be the sole liability and responsibility of the Contractor.

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RECYCLING OF ALKYDS AND SOLVENTS
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5.0 CITY OF AUSTIN'S RESPONSIBILITIES

5.1 Shipper of Alkyds

The City accepts shipper status on all materials, due to the Alkyds being shipped via bill of lading; however, as referenced in Section 4.7, Spills and Leaks, the Contractor will be responsible for any spills that occur while hauling material to the Contractor's facility.

6.0 QUANTITIES AND OMISSIONS

6.1 Quantities

The quantities provided in this RFP are estimates and for evaluation purposes only. Actual quantities may be more or less, and no quantities are guaranteed. The City reserves the right to add similar services to this contract.

6.2 Omissions

All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

6.3 Out of Scope Services

Services not included hereunder or in a service schedule will be provided at prices and on terms mutually agreed to by both parties.

7.0 MINIMUM QUALIFICATIONS

7.1 Minimum Qualifications

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Proposals that do not meet the minimum requirements will be deemed non-responsive and will not be considered. For more information on how this information is to be provided, please reference the Proposals Instructions and Evaluation Factors (Section 0600B).

- A. At least three (3) years in the Alkyds recycling business;
- B. Demonstrated technical expertise to conduct reuse/recycling activities for Alkyds and related materials;
- C. Demonstrated technical expertise to process Alkyds and related materials down to the commodity level;
- D. Demonstrated compliance with all applicable federal, state and local laws and regulations; and
- E. At least five (5) customer references. Municipality references are preferred.

8.0 REPORTING, RECORDS, AUDITS AND INSPECTIONS

8.1 Reports

8.1.1 Monthly Report

The Contractor shall submit a monthly report detailing the total weight amount in pounds disposed of and recycled materials, broken down by alkyds/oil based paint and miscellaneous oil/solvents. This report shall be submitted via email to the Contract Manager and is due by the 15th of the following month with the invoice. The report shall be either in Microsoft Excel format or exportable to Microsoft Excel. The Contract Manager will approve the final format of this report, and the City reserves the right to make any changes to the report throughout the contract period.

8.1.2 Certifications, Licenses and Permits

- A. The Contractor shall have, maintain, and make available upon request

**CITY OF AUSTIN
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throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.

- B. The Contractor and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state and local laws, and Travis County and City ordinances. The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits and other governmental approvals or authorizations required by all applicable environmental or safety laws. ARR may, at any time, terminate this contract with cause based on the Contractor's or any subcontractor's non-compliance with applicable environmental or safety laws. The Contractor shall be solely responsible for its compliance and its subcontractors' compliance.

8.2 Audits and Inspections

- A. ARR, or other authorized City staff, will have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify, and provide copies to, ARR of any amendments, renewals, or replacements to their applicable licenses and permits within thirty (30) days after the effective date of amendment, renewal, or replacement.
- B. ARR, or other authorized City staff, will have the right to inspect/audit, at any time, the Contractor's premises (offices and facilities) and vehicles being used in support of the services under the contract. The Contractor and any subcontractors shall also allow access by ARR or other authorized City staff to audit financial statements, and all environmental, safety, and training records.
- C. The Contractor agrees that the representatives of the Office of the City Auditor, or any other authorized representatives of the City shall have access to, and the right to, audit, sample, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain such records for a period of three (3) years after the 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.
- D. The Contractor shall include Section 8.2.C above in all subcontractor agreements entered into in connection with this contract.

CITY OF AUSTIN
HOUSEHOLD HAZARDOUS WASTE FACILITY
PACKING CUBIC YARD BOXES WITH CANS

PURPOSE

These instructions apply to the packing of cubic yard boxes containing paint and paint related materials at the City of Austin's Household Hazardous Waste Facility ("HHW").

SCOPE

This process applies to all permanent and temporary Austin Resource Recovery employees assigned to the HHW, as well as any contractors or subcontractors on site.

A. SET UP

1. Assemble the cubic yard box on top of a pallet in a designated area of the facility;
2. Ensure the pallet is set up so that it is easily accessible with the forklift or pallet jack;
3. Unfold the box by stretching out all four (4) sides completely;
4. Center the box on the pallet;
5. Nailing the bottom of box to the pallet is optional;
6. Pull the plastic liner over the sides of the box;
7. Place the cardboard insert on the bottom of the inside of the box; and
8. Locate box to designated storage area.

B. Packing Cubic Yard Boxes

1. The cubic yard boxes are used to ship flammable and/or combustible paints and paint related materials in five gallon, one gallon and one quart containers;
2. All cans should go into the box right side up;
3. Do NOT put any containers in the boxes that are leaking, are not sealed, have holes in them, or have the potential to leak during shipping;
4. If a can is leaking or has the potential to leak, put it in a sludge bucket;
5. The boxes should be packed level to the top of the box. The box must be able to close;
6. Boxes will be designated as either a one or a five gallon box. Quarts can go in either box;
7. Place cans in the boxes carefully to prevent straining your back. If a container is too heavy, ask for assistance when placing it in the box;
8. Begin by placing cans in the four corners to weigh down and stretch out the liner; and
9. Proceed by filling in the rest of the bottom level. Each layer should be completed before starting a new layer.

C. PACKING ONE-GALLON BOXES

1. Begin by placing one-gallon cans in all four corners of the box to spread out the liner;
2. Fill in the bottom with five rows of five cans. Lay the bales down for easier stacking. These rows must be staggered;
3. Once the first layer is complete, quarts can be placed in between the gallons. Approximately, four will fit;
4. With a completed first layer in place, begin the next layer. Five layers will fit in a box with a layer of quarts on top; and
5. Quart rows are to be staggered as they will fit better this way.

D. PACKING FIVE-GALLON BOXES

1. Begin by placing five-gallon containers in all four corners to spread out the liner. The five-gallon containers must be pressed all the way into the corners or more five-gallon containers will not fit into the box;
2. Five more five-gallon containers will then fit into the bottom layer for a total of nine five-gallon containers. Lay the bales (handle) down for easier stacking;
3. Quarts can be placed in columns in between the five-gallon containers;
4. A second layer of nine five-gallon containers with quarts in between can then be placed in the box;
5. The last layer can be gallons or quarts depending on the height of the five-gallon containers;

CITY OF AUSTIN
HOUSEHOLD HAZARDOUS WASTE FACILITY
PACKING CUBIC YARD BOXES WITH CANS

6. If there are any 3 ½ gallon containers they should be stacked on top of each other. If there are two 3 ½ gallon containers, they must be in the middle column of the box, on top of a metal five-gallon container. If there are three 3 ½ gallon containers, they can be placed on top of each other in any column;
7. Metal rectangular quarts can be placed down the sides of the rows in either the one-gallon or five-gallon boxes; and
8. Occasionally, due to incoming wastes, boxes may have to be organized differently than specified above. This decision will be made by senior staff members.

E. CLOSING AND STORAGE

1. Once the box is full, pull the liner off the sides and fold over the top of the cans;
2. Move to the approved storage area;
3. Fold the cardboard-backed flap over first and tie down with attached straps;
4. Fold over and tie down the remaining flap;
5. Mark the box designating its contents; and
6. Locate the box to designated storage area.

F. USING FLEX BINS

1. Flex bins are plastic containers similar to a cubic yard box. They are used to contain paint related material.
2. Same procedures for set up and packing will be used for flex bins;
3. Place cardboard insert into the bottom of the flex bin. If there is no inserts, use spare cardboard to act as an insert so items can't fall in between the pallet planks;
4. When flex bin is full and ready to be shipped, pull liner up and twist clockwise; and
5. Pull flaps over the top and tie ties into a knot. If there is a tie missing, use the forklift loop to secure the tie.

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	Waste Repurposing International (Smarter Sorting)	
Physical Address	119 Mecees St, Austin TX 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> 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?)	<input checked="" type="radio"/> 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

Section 0700: Reference Sheet

Responding Company Name Waste Repurposing International

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 Austin Resource Recovery
Name and Title of Contact Dawn Whipple - Assistant Division Manager
Project Name Austin Reuse
Present Address _____
City, State, Zip Code _____
Telephone Number (512) 974-4336 Fax Number (____) _____
Email Address dawn.whipple@austintexas.gov

2. Company's Name Canadian Tire Corporation
Name and Title of Contact James Skuza - Senior Environmental Consultant
Project Name CTC Reuse
Present Address _____
City, State, Zip Code _____
Telephone Number (905) 799-4769 Fax Number (____) _____
Email Address james.skuza@cantire.com

3. Company's Name Salt Lake County
Name and Title of Contact Eric Michaels - Environmental Health Supervisor
Project Name Sgt Lake Reuse
Present Address _____
City, State, Zip Code _____
Telephone Number (385) 468-3906 Fax Number (____) _____
Email Address emichaels@slco.org

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

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

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:

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

Dated this 9th day of January, 2018

CONTRACTOR

Authorized
Signature

Title

Smarter Sorting
Katy McLaughlin
Sr Director of Operations

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name:

Smarter Sorting

Signature of Officer
or Authorized
Representative:

Katy McIntosh

Date:

01/09/18

Printed Name:

Katy McIntosh

Title

Sp. Director of Operations

Section 0835: Non-Resident Bidder Provisions

Company Name Smarter Sorting

- 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: _____

Tab 3 – Authorized Negotiator

Name: Katy McIntosh

Address: 119 Nueces St, Austin TX 78701

Phone: 205.222.5289

Email: Katy@SmarterSorting.com

Tab 4 – Business Organization

Full Name: Waste Repurposing International (Smarter Sorting)

Address: 119 Nueces St, Austin TX 78701

Legal Entity: We are a C-Corp registered in the state of Delaware.

Tab 5 – Cost Proposal

BID SHEET
REFUSE COLLECTION AND HAULING SERVICES
FOR CITY OF AUSTIN DEPARTMENTS
IFB - BEST VALUE - SDC0158 REVISED BID SHEET

0600B - PRICE SHEET
CITY OF AUSTIN
RECYCLING OF ALKYDS AND SOLVENTS

Solicitation No.: RFP 1500 SLW0523

Date: December 4, 2017

Buyer: Sandy Wirtanen

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the price sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the proposal.

Prices offered on the price sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

SECTION 1

In FY 15 –16 the City of Austin collected 272,000 pounds of alkyds. It is our estimation that approximately sixty percent of the alkyds the City of Austin receives are recyclable. Based on that number the annual amount of material recycled by the awarded Contractor will be approximately 160,000 pounds of Alkyds and 10,000 pounds of miscellaneous oils and solvents.

LINE ITEM	RECYCLING COMMODITY	ESTIMATED ANNUAL QUANTITY	UNIT	PRICE PER POUND	ESTIMATED ANNUAL COST
1.1	Alkyd/oil based paint	160,000	LBS	\$ 0.35	\$ 56,000.00
1.2	Miscellaneous oil/solvents containers (i.e., related materials currently sorted into bulk flammable waste stream).	10,000	LBS	\$ 0.40	\$ 4,000.00
TOTAL ESTIMATED ANNUAL COST:					\$ 60,000.00

Tab 6 – Demonstrated Applicable Experience

Smarter Sorting brings unique expertise and experience to this proposal. With an unrivaled background manufacturing paint, moving used consumer chemical products into reuse and partnering with municipalities, we are prepared to successfully execute all components of this RFP.

Paint Manufacturing:

Smarter Sorting Founder/CEO Chris Ripley began manufacturing paint on 2002 specializing mostly in oil based primers and acrylic top coats. In 2005 his operation expanded to include silicone terminated polyether (STP) and he started distributing throughout the U.S. and internationally. In his time as a paint manufacturing he made, sold and applied hundreds of thousands of gallons of paint.

In addition to latex paints and oil based primers, he manufactured oil based paints specifically to work in conjunction with another of his previous companies, Smart Permanent Coating System. Over 7 years, Smart Permanent Coating Systems completed 16,800 jobs in 37 states.

His experience manufacturing paint and building paint related businesses has led to Chris being recognized as an expert in the field. He has been brought on for various investment banks as a definitive expert in the paint field from a formulation and an economics perspective. He has also been brought in as an expert witness for paint and other coating failure analysis on architectural and commercial structures.

In addition to Chris' past experience, Smarter Sorting currently recycles latex and oil based paint in our existing Kyle, TX facility.

Sorting

An important component of recycling alkyds and solvents is properly sorting them. Because of Smarter Sorting's patented technology and process, we are able to use our Single Item Sorter to quickly and accurately sort all alkyds and solvents that appear in ARR's waste stream.

In addition to the cost savings the speed of our sorting creates, the data records that are simultaneously created will give ARR a clearer understanding of their waste stream and will allow Smarter Sorting and ARR to have detailed records of how many products are diverted into reuse or recycling.

Reuse

As much as anything else, Smarter Sorting is a reuse company. Through our work with Municipalities and retailers across North America, we have developed significant expertise successfully moving used consumer chemical products including latex paint, high quality alkyds and spraypaint into reuse. Since June, we have moved over 75K pounds of products into reuse.

The bulk of our existing reuse takes place through our partnership with Habitat for Humanity's ReStores. While we will find additional customers, the same will be true for the reused and recycled Alkyds Smarter Sorting generates through this contract. In addition to helping the City of Austin move closer to accomplishing its zero waste goals, reuse through Habitat will create additional revenue for Austin area ReStores, meaning an indirect result of this contract will be to bolster Habitat for Humanity's ability to provide housing for Austin residents.

As the OBP recycling program evolves, Smarter Sorting will be prepared for any contingency. For instance, if the volume of recycled product exceeds that which can be easily moved through ReStores, Chris' strong relationship with Loop Paint (a Canadian Recycled paint brand Chris consulted for) leaves us prepared to follow their roadmap, launching a brand of recycled paint that positively reflects on Austin's reuse ethic.

Municipal and Industry Partnerships

Through Chris Ripley and through our current contracts, Smarter Sorting has significant experience partnering with municipalities.

Chris provided high-impact consulting to the paint recycling lines of Austin ReBlend and Portland Metro Paint, two of U.S.'s leading municipal paint recycling programs. In fact, Metro Paint is the largest municipal recycler in the country.

Smarter Sorting is currently running reuse programs at 14 municipalities, a number that is rapidly increasing.

Our combined experience with municipal paint recycling programs and running municipal reuse programs is unrivaled.

Team and Advisers

In addition to Chris Ripley's significant industry experience, our team of staff and advisors has much to offer. Notable individuals include:

Fred Gabriel: Director of Operations at Paint Care

Carl Smith: CEO of Call2Recycle

Russ Foltz-Smith: Senior Technology Advisor, former SVP of Data at True Car and founding member of Wolfram Alfa.

Tab 7 – System Concept and Solutions Proposed

Smarter Sorting has an innovative process to divert roughly 80% of ARR's alkyds and solvents into reuse or recycling. Additionally, our technology and recycling process gives us the ability to identify and divert other oil-based products that are currently sorted into bins such as "Flam Tox" and "Bulk Flam".

We will accept all of the Alkyd and Solvent types mentioned in the RFP.

Our process starts with the Single Item Sorter(SIS), our patented scanning technology that documents Household Hazardous Waste (HHW). To date, the SIS has scanned and documented over 100k products across the United States, resulting in 75K pounds of HHW reuse since June.

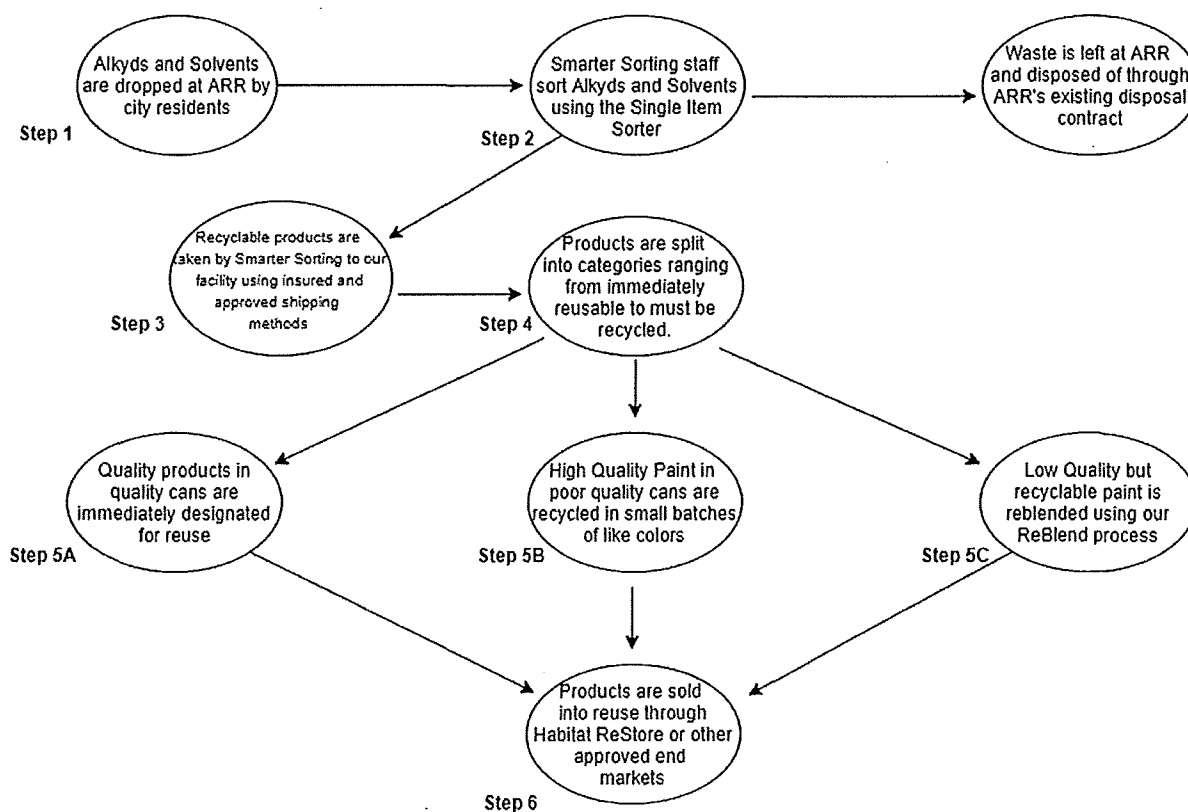
Our staff will use the SIS to process all the Alkyds and Solvents ARR staff set aside. The scans give us the data we need to create rich data records for each item that comes through the stream, including the Product Name, Manufacturer Name and Chemical Composition for each item.

It also performs an extremely important function for our alkyd reclamation. Using the Single Item Sorter, we can sort out 1) the items that are immediately reusable, 2) those that can be diverted into recycling and 3) those that should be handled by Austin's existing contract to dispose of alkyds.

Based on past work at ARR, we estimate that 10% of items will be immediately reusable, 70% recyclable and 20% should be handled per the disposal status quo.

The following chart visually represents the steps Smarter Sorting will take to complete the SOW. Below the chart, we have broken out the steps task by task, including a description for every point of the process.

The Sorting, Recycling and Reuse Process



Step 1 – Alkyd and Solvents Arrive at ARR

- Initial Sorting: As described in the SOW, ARR staff will separate all alkyds and solvents into cubic yard boxes. These boxes will later be sorted by Smarter Sorting Staff.

Step 2 – Smarter Sorting Staff Sort Alkyds and Solvents

- **Sorting:** Smarter Sorting will use the SIS to sort Alkyds and Solvents into two streams: 1) waste bound for disposal and 2) products Smarter Sorting will reuse or recycle. The products bound for disposal will be handled by ARR per current operating procedures for waste alkyd/solvents.
- **Data:** While using the SIS to sort the alkyd and solvent products, Smarter Sorting will also create comprehensive data records that will give both ARR and Smarter Sorting a comprehensive understanding of how much alkyd and solvent is recycled, reused and/or disposed.

Step 3 – Recyclable and Reusable products are transported to Smarter Sorting’s Facility

- **Transport:** Smarter Sorting will have use its own vehicle driver and insurance to provide shipping from ARR to our facility in Kyle, TX. The pickup process will be comparable to current pickup processes that occur at ARR.

Step 4 – Product Examination

- Once at Smarter Sorting’s facility, Smarter Sorting staff will manually sort the product into three categories based on the quality of paint and paint container – high quality products in quality containers, high quality products in lesser quality containers, and lesser quality products that are still recyclable. Steps 5A-5C explain how each category of paint will be treated and prepared for reuse and/or recycling.
- Before products are recycled, they will be stored in fire units that are properly spaced and ventilated

Step 5A – High quality Alkyd and Solvent Products

- High quality products in near new quality cans will immediately be sent to reuse.
- If the product is high quality but the container is not retail ready, we will clean and possibly relabel the can to prepare it for reuse.

Step 5B – High Quality Alkyd and Solvent Products in poor quality cans

- High Quality products in poor quality contacts will be remixed in small, 5 gallon batches, placed in cans and sent into reuse.
- The process: We will remix these high quality products by combing existing products based on chemical type, use and color where/when appropriate.

Step 5C – Lower Quality but recyclable Alkyds and Solvents

- We will recycle alkyd’s in a process that is similar to the latex paint recycling process ARR currently employs. However, there are key differences. The most notable difference is that our vats and mixing tanks will be subjected to open air as little possible. By covering the tanks, we prevent solvent from dissolving and take a further step to protect our workers from evaporated solvents.
- To maintain proper viscosity in our recycled alkyds, we will add recyclable solvents from ARR as necessary.

Step 6 – Reusable or Recyclable products are stored and then moved into Reuse

- Storage: While awaiting shipment to their end market, recycled product will be stored in fire units that are properly spaced such that they don't present a cumulative combustion hazard.
- Reuse: When full shipments are ready, we will ship them to their end market using permitted and insured methods of shipment to move our product. Smarter Sorting has an existing partnership with Habitat For Humanity's ReStore and is on track to roll out additional Texas end markets in 2018 (e.g., agricultural cooperatives).

Monthly and Annual Reports

Smarter Sorting will provide ARR with an annual report in addition to written monthly reports.

The monthly reports will include:

- Total amount of Alkyds/oil based paints diverted into reuse and/or recycling by Smarter Sorting by weight, by item, by manufacturer and by brand
- Total amount of Alkyds/oil based paints product moved into reuse by quality and end market.
- Total amount of Miscellaneous Oil/Solvents reused and/or recycled by Smarter Sorting by weight, by item, by manufacturer and by brand
- Total amount of Oil/Solvents product sold into reuse by weight, by item, by manufacturer and by brand
- Total amount of Oil/Solvents and Alkyds/Oil based paints disposed of by the City of Austin
- Total percentage of Solvent and Alkyds moved into diversion vs disposal
- Savings realized by the City of Austin due to diversion

The annual report will include:

- Annual numbers of all information included in the monthly reports
- A narrative report detailing:
 - Reuse lessons learned and opportunities for improvement
 - Recycling lessons learned and opportunities for improvement
 - End Market Analysis including successes, failures and lessons learned

Stated compliance with all certifications and governing entities

All Smarter Sorting staff that are involved with this project will have up to date HAZWOPER certification at all times. If any other certifications are needed at any given point, Smarter Sorting will ensure all staff and our premises are compliant.

Smarter Sorting will follow all local, state and federal regulations applicable to our Alkyd and Solvent Recycling and Reuse. In addition, we formally state our intent to comply with the terms of this RFP.

Tab 8 – Facility Plans

Smarter Sorting's Alkyd and Solvent recycling facility will be finalized, set up and running within 60 days of winning this contract. This facility will be located in or near our quality control center in Kyle, TX.

This facility will be OSHA compliant, and will meet DOT and EPA standards. This includes featuring a sprinkler system, air handling equipment and light fixtures/machinery that meet TUL's explosion proof code.

We will have significant on-site storage that will be well ventilated and will include enough room to safely space and placard all Alkyd and Solvent product.

We will purchase and supply our mixing facility with 5 to 10 custom batch mixing stations along with an industrial strength paint disperser. Any additional equipment that is needed will be purchased as our need becomes clear. Taken together, this capacity will allow us to effectively and efficiently process all ARR's Alkyds and Solvent.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sandy Wirtanen 512-974-7711	PM Name/Phone	
Sponsor/User Dept.	User Dept	Sponsor Name/Phone	Dawn Whipple 512-974-4336
Solicitation No	RFP 1500 SLW0523REBID	Project Name	Recycling of Alkyds and Solvents
Contract Amount	\$80,000/year	Ad Date (if applicable)	ASAP
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The City is looking for a Contractor to package, collect and recycle alkyds/oil based paints, stains, and solvents.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
This is a new contract.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
92677 Recycling Services - 100%			
Sandy Wirtanen		3/7/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	3/7/2018	Date Assigned to BDC	3/7/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There is 1 MBE and 1 WBE available for this scope of work.

Subcontracting Opportunities Identified

There are no subcontracting opportunities identified.

Sonya Powell

SMBR Staff

Sonya Powell

Signature/ Date

3/8/18

SMBR Director or Designee

[Signature]

Date

3/8/18

Returned to/ Date: