M E M O R A N D U M

City of Austin
Financial Services Department
Purchasing Office

DATE: October 25, 2019

TO: Memo to File

FROM: Phyllis Benitez, Procurement Specialist III

RE: MA 1500 NA100000067 & MA 1500 NA190000029

This internal memo is to document the monetary transactions regarding two Keep Austin Beautiful contracts. Payments for invoices were applied to wrong contract:

Contract NA100000067

Vendor: Keep Austin Beautiful – Co-sponsorship Agreement - Community Cleanup – FY 19 DO 1500 18100200349 – Funding: 5040-1500-2202-5860

- Invoice 2017-330 - $14,000 – should have been paid under NA190000029 Youth Education Contract
- Invoice 2017-320 - $16,750 – should have been paid under NA190000029 Youth Education Contract

Contract NA190000029

Vendor: Keep Austin Beautiful – Youth Education Services – FY 19 DO 1500 19012405768 – Funding: 5040-1500-8785-5860

- Invoice 2017-336 - $17,750 – should have been paid under NA100000067 Community Cleanup contract

As a result, invoices 2017-330 & 2017-320 totaling $30,750 in authority will be added to NA100000067 and deducted from NA190000029. Invoice 2017-336 totaling $17,750 in authority will be added to NA190000029 and deducted from NA100000067.

Journal vouchers were done to fix the payment transactions; however, journal voucher transactions are not shown in Advantage and does not add funds back to the Master Agreement.

The Purchasing Office is not responsible for any procurement actions taken for this contract other than documenting the transaction errors between the two contracts.

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Keep Austin Beautiful ("Contractor")
for
Zero Waste Youth Education Program
MA 1500 NA190000029

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

This Contract is between Keep Austin Beautiful having offices at 55 N. IH35, Ste. 215, Austin, TX 78702 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 1500 MHJ3001.

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

1.1.1 This Contract

1.1.2 Exhibit A - The City's Solicitation, Request for Proposals RFP 1500 MHJ3001, including all documents incorporated by reference

1.1.3 Exhibit B - Keep Austin Beautiful Offer, dated June 7, 2018, including subsequent clarifications

1.1.4 Exhibit C – Approved Compliance Plan

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

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

1.2.4 Exhibit C – Approved Compliance Plan

1.3 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended automatically beyond the initial term for up to two (2) additional twelve (12)-month periods at the City's sole option unless the Contractor is notified in writing no less than sixty (60) days prior to the contract's expiration.

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).

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $600,000 for the initial Contract term and $200,000 for each extension option as indicated in the Section 0600 Rate Sheet. 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

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.

KEEP AUSTIN BEAUTIFUL	**CITY OF AUSTIN**
Rodney E. Ahart	Cyrenthia Ellis
Printed Name of Authorized Person	Printed Name of Authorized Person
Rodney Ahart	Cyrenthia Ellis
Signature	Signature
Executive Director	Procurement Manager
Title:	Title:
12-3-18	12.19.18
Date:	Date:

List of Exhibits

Exhibit A - Request for Proposals RFP 1500 MHJ3001
Exhibit B - Keep Austin Beautiful Offer, dated June 7, 2018
Exhibit C – Approved Compliance Plan

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP 1500 MHJ3001

DATE ISSUED: May 14, 2018

REQUISITION NO.: RQM 18020100242

COMMODITY CODE: 91838, 91596, 91522

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

Marty James

Procurement Specialist III

Phone: (512) 974-3164
E-Mail: Marty.James@austintexas.gov

Kim Scannell Larsen
Procurement Specialist II

Phone: (512) 974-2261
E-Mail: Kim.Larsen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Zero Waste Youth Education Program

PRE-PROPOSAL CONFERENCE TIME AND DATE: May 21, 2018 9:00 - 10:30 AM CST

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

PROPOSAL DUE PRIOR TO: June 7, 2018 2:00 PM CST

PROPOSAL OPENING TIME AND DATE: June 7, 2018 3:00 PM CST
COMPLIANCE PLAN DUE: June 7, 2018 2:00 PM CST

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

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

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

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 MHJ3001	Purchasing Office-Response Enclosed for Solicitation # RFP 1500 MHJ3001
P.O. Box 1088	124 W 8th 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 FLASH DRIVE) 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	8
0500	SCOPE OF WORK	9
0600A	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0600	RATE SHEET – Complete and return	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	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	MBE/WBE PROCUREMENT PROGRAM PACKAGE – **Applicable pages MUST BE completed and returned**	37

*** 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: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this signed 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

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

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department’s Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor’s name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor’s registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor’s invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **AUDITS and RECORDS**:

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. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all 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.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

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

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

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

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

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

19. **WARRANTY-PRICE**:

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

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

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

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

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

    A. Recycled Deliverables shall be clearly identified as such.

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

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

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

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

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

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

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

    C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

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

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

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

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

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 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 the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

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

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

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

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

A. General Requirements.

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

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

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

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

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

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

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

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

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

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

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

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

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

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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

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

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

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

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

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

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

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

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

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

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

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

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

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

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

48. **DISPUTE RESOLUTION**:

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

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

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

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

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

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

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

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

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

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		
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

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

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

Exhbit A

Section 0700: Reference Sheet

Responding Company Name _____

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 _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

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 compliant, 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 filling. 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 _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

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: _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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:_____

   (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 id 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:_____

Exhbit A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME]

Additional Solicitation Instructions.

1. ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.

2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

   ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

   ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.

4. Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.

5. Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.

6. Misrepresentation. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Exhbit A

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 no later than 1:00 PM, Friday, May 25, 2018. Submissions shall be made via email to Marty.James@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.

(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.
(d) The Contractor and any sub-contractors traveling as part of this contract must provide a copy of their current automobile insurance coverage on a semi-annual basis. Traveling costs are the responsibility of the Contractor.

iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of $500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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 2 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.

4.1 QUANTITIES AND OMISSIONS

4.1.1 Quantities
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.

4.2.1 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.

4.3.1 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.

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.

B. Invoices shall be emailed to ARR.AP@austintexas.gov

If required, invoices may be mailed to the below address:

	City of Austin
Department	Austin Resource and Recovery (ARR)
Attn:	ARR Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

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

6. **LIVING WAGES:**

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 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.

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. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

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

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

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

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

11. **ECONOMIC PRICE ADJUSTMENT:**

Exhbit A

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

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.
   (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: BLS Employment Cost Index	
Series ID: CIU2010000000000I	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: 25-3090 Miscellaneous Teachers and Instructors	
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

12. **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.

13. **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:

    Jennifer Denton, Community Engagement Consultant

    Phone: 512-974-2744

    Email: Jennifer.Denton@austintexas.gov

*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.

Exhbit A

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 no later than 1:00 PM, Friday, May 25, 2018. Submissions shall be made via email to Marty.James@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.
            (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.
(d) The Contractor and any sub-contractors traveling as part of this contract must provide a copy of their current automobile insurance coverage on a semi-annual basis. Traveling costs are the responsibility of the Contractor.

iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of $500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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 2 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.

4.1 QUANTITIES AND OMISSIONS

4.1.1 Quantities
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.

4.2.1 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.

4.3.1 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.

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.

B. Invoices shall be emailed to ARR.AP@austintexas.gov

If required, invoices may be mailed to the below address:

	City of Austin
Department	Austin Resource and Recovery (ARR)
Attn:	ARR Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

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

Exhbit A

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

6. **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 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.

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. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for

execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

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

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

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

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

11. **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.
(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: BLS Employment Cost Index	
Series ID: CIU2010000000000I	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: 25-3090 Miscellaneous Teachers and Instructors	
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

12. **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.

13. **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:

    Jennifer Denton, Community Engagement Consultant

    Phone: 512-974-2744

    Email: Jennifer.Denton@austintexas.gov

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

City of Austin – Austin Resource Recovery (ARR)

Scope of Work

Zero Waste Youth Education Program

1.0 PURPOSE

The City of Austin ("City") seeks Contractor(s) qualified to provide outreach and educational services for students from kindergarten through the 12th grade. The services shall be performed within Austin Resource Recovery's (ARR) service area, as referenced in Attachment B. The awarded Contractor shall develop a program and materials that shall introduce students to Zero Waste concepts including reuse, recycling, and composting.

All eligible proposals submitted in response to this Request for Proposal ("RFP") that address the objectives of the solicitation will be evaluated by 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.

The City reserves the right to allow other City Departments and other organizations referred by the City to utilize the contract with the same terms and conditions, including, but not limited to, area school districts, private schools, non-profit organizations and other institutions promoting the education of youth on Zero Waste and Sustainability.

The Contractor may perform these services in partnerships with other organizations, which include, but are not limited to: Girl Scout/Boy-Scout meetings, church youth groups, after–school programs, and science fairs.

NOTE: For the context of this solicitation, *students reached* shall be defined as *students taught in the classroom or within an organization*.

2.0 BACKGROUND

In 2011, Austin City Council unanimously approved adoption of ARR's Master Plan. The Master Plan is a culmination of two years of research, stakeholder engagement, 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 the community effectively reduces, reuses, recycles, and composts.

In support of the City's Zero Waste initiative, ARR is seeking the development of an outreach and educational program for children that is interactive and educational that focuses on Zero Waste and sustainability.

3.0 MINIMUM QUALIFICATIONS

3.1. 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. The Contractor must have:

3.1.1. Experience with outreach and education services, specifically to Austin students;
3.1.2. Experience with outreach related to sustainability or environmental stewardship efforts;
3.1.3. Experience working with Austin schools, community, non-profits, and environmentally focused organizations;
3.1.4. Experience in developing annual work plans;
3.1.5. Experience with classroom teaching and curriculum;
3.1.6. Experience working with varying age groups, and developing age appropriate educational modules according to learning styles; and
3.1.7. Have staff fluent in Spanish (written and oral).

4.0 SCOPE OF WORK

The Contractor shall meet with ARR staff to finalize the concept idea for the program after contract execution. ARR and the City will have final approval on the concept.

4.1. Program Curriculum and Outreach Requirements

4.1.1 Program Curriculum

4.1.1.1. The program must allow for multiple methods of delivery to correspond with the learning styles of students by developing age-appropriate education. Three (3) programs are needed to reach target audiences in the following grade levels:

4.1.1.1.1. Kindergarten – 5th grade;
4.1.1.1.2. 6th – 8th grade; and
4.1.1.1.3. 9th – 12th grade.

4.1.2.1 The program shall:

4.1.2.1.1. Correspond with the Texas Essential Knowledge and Skills (“TEKS”) requirements;

4.1.2.1.2. Be translated and implemented in Spanish, when requested;

4.1.2.1.3. Allow for real world examples. (This may include field trips, if appropriate. The school or organization shall be responsible for planning, receiving approval with parents and students regarding field trips, and all costs associated with the field trip (transportation, administration, etc.); and

4.1.2.1.4. Be available for on-call requests.

4.1.3.1. The Contractor must be available to present the approved educational program to public, private, and charter schools within ARR's service area, and on-call presentations as requested by ARR. On–call presentations will have at least seven days' notice.

4.1.4.1. While the curriculum shall focus on Zero Waste and sustainability, it may include information or activities regarding reducing our environmental footprint, climate change, energy, water and land use, and air and water quality that support how the City works to reach its Zero Waste and sustainability goals.

4.1.2. Tool Kits and Activity Kits

4.1.2.1. Tool Kits: The program shall include a teacher tool-kit or resource that will help the teacher incorporate the curriculum into school activities and lessons to introduce the program and allow the teacher to use on an ongoing basis. Electronic resources will be allowed.

4.1.2.2. Activity Kits: The program shall include activity kits that instructors will use to engage the Youth with educational materials and activities about Zero Waste and sustainability. The activity kits shall be able to be checked out by a teacher, leader of a youth group, or other interested party when an instructor is not available to teach the program. Activity kits shall be checked out through the Contractor, and the Contractor shall be responsible for maintaining and replacing any missing elements.

4.1.3. Outreach Requirements

4.1.3.1. The program must reach a minimum of 7,000 students during each year of the contract with an overall goal of 15,000 students per year through schools and other organizations. Priority should be given to schools and organizations where ARR has identified recycling diversion rates are lower. ARR will provide a map of diversion rates to aid with the scheduling. Numbers of Youth reached by the Contractor shall be provided in a Monthly report as outlined in Section 8.1.

4.1.3.2. In addition to in-class instruction, ARR is seeking creative proposals for methods to encourage and recognize Zero Waste activities on the campus level for schools participating in the program. Contractors shall submit with their proposal creative methods and

activities that promote awareness and action for Youth of all ages that may participate in the program.

4.2. Marketing and Training Materials

4.2.1. Educational, Marketing, and Promotional Materials

4.2.1.1. The Contractor shall send out promotional materials to market the program directly to teachers and school administrators. The Contractor must contact and recruit participating schools and organizations independently. The City is not responsible for locating participating schools and organizations, or arranging the schedule.

4.2.1.2. The method and cost involved in marketing the program, including development, design, and print of education and marketing materials is the responsibility of the Contractor and shall be included in the proposal.

4.2.1.3. Educational materials should be developed and included in the activity kits to provide to the Youth to take home and share the information they learned with their parents/guardians. An example of this type of material is a homework assignment or recycling guide. Existing ARR educational materials can be adapted for this purpose. ARR will provide examples and design files for its existing materials to the awarded contractor.

4.2.2. Rights to Intellectual Property

4.2.2.1. The City owns and retains the rights to all marketing and educational materials and intellectual property associated, related to, and produced under the terms of this contract including, but not limited to, logos, scripts, video, and designs.

4.2.2.2. The City reserves the right to reproduce and distribute any materials designed for this contract, including the right to place any of the materials designed for this contract on any City website.

4.2.3. Approval of Materials

4.2.3.1 ARR must review and approve all marketing, educational, and training materials prior to production. Materials must include acknowledgement of ARR by utilizing the department's logo standards which the Contract Manager will provide to the awarded Contractor after the contract is signed by both parties.

4.3. Annual Work Plan and Timeline

4.3.1. The Contractor shall submit an annual work plan and timeline for the first year within three (3) business weeks of contract execution to the Contract Manager via email. This work plan shall at a minimum include details on how they will approach the schools and organizations about the program, plans for advertisement, and curriculum.

4.3.2. The Contractor shall be required to submit to the Contract Manager each calendar year an annual work plan that shall detail how they will approach the schools and organizations and their advertisement plans for the year. Each year the annual work plan shall incorporate new ideas on how to approach the schools and organizations as well as new advertisement plans.

4.4. Success Evaluation Plan

4.4.1. The Contractor shall submit a plan to evaluate the success of the program with the proposal.

4.4.2. The evaluation plan shall assess the quality of the program, the ease for teachers to incorporate the program into their schedule, and a method to test what the Youth have learned.

4.4.3. The Contractor shall submit evaluation success through post-class surveys that shall be included with each monthly invoice to ARR. At a minimum, the Contractor shall electronically survey the teachers of the Youth at the end of each class. These electronic surveys shall gauge the effectiveness of the module, the educator, and the materials used during teaching. Surveys may be sent to additional sources (i.e. Youth, parents, organizations, etc.).

4.4.4. The Contractor shall meet with the City at the end of each school year to review the previous year's concept and performance as well as discuss the next year's needs and incorporate the new annual work plan as discussed in Section 3.3.2.

4.5. Program and Evaluation Meetings

4.5.1. The Contractor shall include a minimum of three (3), one (1) hour meetings with City staff for discussions regarding the program and evaluation development annually. In addition to the meetings, the Contractor shall communicate via email and phone discussions relevant to the contract throughout the contract period. Costs for these communications shall be included in proposal.

5.0 CONTRACTOR'S RESPONSIBILITIES

5.1. Project Manager

5.1.1. The Contractor will be required to submit contact information for a Project Manager and an alternate contact person who will be available to answer any questions that may arise from the City, schools, organizations, and facilities. The Project Manager and alternate contact person shall be available by telephone and email between 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday. The City reserves the right to request a change in Project Manager.

5.1.2. The Contractor shall also include name, title, email address, mailing address, and phone number for each of their designated points of contact, prior to contract execution. The Contractor shall notify the Contract Manager of any changes to designated points of contacting, including newly hired staff within forty-eight (48) business hours and provide contact information requested in this section.

5.2. Registration System

5.2.1. The Contractor must develop an online, internet-based web page registration system which allows teachers leaders of a youth group, or other interested parties to request the Contractor to educate their Youth or for a tool kit to be provided for the teacher, leader, or other interested party to teach the lesson themselves. This webpage shall at a minimum request the following information and can retain documentation of the following:

5.2.1.1.1. Schools, Groups, Organizations reached;
5.2.1.1.2. Teacher name, grade, school, and location;
5.2.1.1.3. Teacher contact information (to include name, email, and phone number);
5.2.1.1.4. Number of students reached; and
5.2.1.1.5. Activity kits that are checked out and by what organization, including contact information.

5.2.2. The City reserves the right to request reports detailing this information. The Contractor shall provide this information via email within seven (7) business days of request to the Contract Manager, unless otherwise specified by the Contract Manager in the initial request.

5.3. Information Requests

The Contractor must acknowledge requests for information by City staff, schools, and teachers within 24 hours. Requests should be fulfilled within 3-5 business days of original request, unless otherwise specified within the contract.

5.4. Conduct

The Contractor, all staff/personnel associated with the delivery of the program, and sub-contractors, must conduct themselves in accordance with established City of Austin personnel guidelines (please reference Attachment A).

5.5. Background Checks

5.5.1. The Contractor and any individuals who will be in direct contact with Youth, must provide copies of a current Department of Public Safety criminal background check within fourteen (14) calendar days of contract award, and prior to the start of the service. This must be repeated on an annual basis for the life of the contract.

5.5.2. The Contractor must provide background checks of any newly hired individuals that will be in direct contact with the Youth to the City prior to that individual providing any service to the Youth.

5.6. Campus and School Policy

The Contractor and any sub-contractors must sign in and out at each administration office (if applicable) and abide by all facility policies when at a school, campus, or any other facility.

5.7. Right to Video and Photograph

The City reserves the right to videotape any presentation for training and evaluation purposes. The City reserves the right to take still photos of the program as needed. The City will follow any laws and campus requirements related to photographing students at the school, campus, or other facility where classes are conducted.

6.0 <u>REPORTING, RECORDS, AND DELIVERABLES</u>

6.1. Monthly Report

The Contractor shall provide to the Contract Manager a report extracted from the registration system on a monthly basis with the invoice. This report will be provided electronically in Microsoft Excel format (or be capable of exporting into Microsoft Excel), and contain the following information:

6.1.1. Total amount due to the Contractor for the billing period;
6.1.2. If billing is based on hours worked per a month, include the number of hours worked;

6.1.3. School, organization name or event(s) attended during the month, date attended and number of Youth in attendance at each event;
6.1.4. Include the following numbers:
6.1.4.1. Number of unique students;
6.1.4.2. Number of student interactions;
6.1.4.3. Number of classes taught;
6.1.4.4. Number of schools;
6.1.5. A legible copy of their schedule;
6.1.6. Legible copies of the registration forms; and
6.1.7. Legible copies of their evaluations.

6.2. Invoices

Invoices shall be emailed to ARR.AP@austintexas.gov and the Contract Manager on or before the 10th of each month for all the services provided the prior month and shall be itemized. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices will be paid according to City of Austin rules and procedures, after receipt and acceptance of the invoice by ARR staff. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:

6.2.1. Total amount due to the contractor for the billing period;
6.2.2. School, organization name or event(s) attended during the month and date attended;
6.2.3. Number of hours worked per month. (If billing based on hours worked per month);
6.2.4. The name of the Contract Manager for the ARR Department;
6.2.5. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable; and
6.2.6. 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.

6.3 Deliverables

Deliverables/Milestones	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Annual Work Plan and Timeline	Due within 3 weeks of Contract Execution	City Approval	Reference Section 4.3
Monthly Invoice and Detailed Report	Due Monthly	City Approval	Reference Section 6.2
Success Evaluation Plan	Due with Proposal, and then annually.	City Approval	Reference Section 4.4
Point of Contact Information	Due at the time of Contract Execution	Delivered to the City	Reference Section 5.1
Curriculum Tool and Activity Kits	Due for approval by the City before implementation	City Approval	Reference Section 4.0
Minimum of 7,000 students reached per year with an overall goal of 15,000 students reached per year.	Due Annually	City Approval	Reference Section 4.1.3.1.

Exhbit A

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 1500 MHJ3001

1.0. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be 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 0510 – Exceptions Checklist
iii. Section 0605 – Local Business Presence Identification
iv. Section 0700 – Reference Sheet
v. Section 0800 – Non-Discrimination and Non-Retaliation Certification
vi. Section 0815 – Living Wages Contractor Certification
vii. Section 0835 – Non-Resident Bidder Provisions
viii. Section 0840 – SDVBE Contractor Certification
ix. Completed and signed 2-9C Non-Professional Services Compliance Plan Packet. **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 2-9C Non-Professional Services Compliance Plan Packet. Include 2-9C Non-Professional Services Compliance Plan Packet in Tab 2.**
x. Published Addendums

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.

E. **Tab 5 – Cost Proposal:** The Contractor shall provide pricing in accordance with Section 0600, Rate Sheet. The Contractor with the lowest cost to the City is given the maximum points. All others will be awarded points based on a pro-rated basis.

F. **Tab 6 – Sample Materials and Concept:** The Contractors must explain their methods for how they will market the program and describe how they will present the program to the youth. The Contractor shall include in this section of their proposal creative methods and activities that promote awareness and action for youth of all ages. Each Contractor can be allotted the maximum number of points

for this section, depending on their materials and concept. (Please reference Proposal Sheet – 0600, Section B).

G. **Tab 7 – Success Evaluation Plan:** The Contractors must submit a plan on how to evaluate the success of the program. Each contractor can be allotted the maximum number of points for this section, depending on their success evaluation plan.

H. **Tab 8 – Demonstrate Qualifications and Management Structure:** The Contractors must demonstrate the applicable qualifications and experience of their staff, firm, performers, and sub–contractor(s). Each Contractor can be allotted the maximum number of points for this section, depending on their qualifications.

I. **Tab 9 – Clarifications:** The City reserves the right to conduct an in–person clarification meeting with the three (3) or four (4) best evaluated proposals through an evaluation process conducted by City staff. The clarification meeting may consist of a brief presentation by the Contractor and a series of questions from staff. If a clarification meeting is initiated, additional information will be provided.

J. **Tab 10 – Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2.0 SERVICES-DISABLED VETERAN BUSINESS ENTERPRISE ("SDVBE")

The City seeks opportunities for Service-Disabled Veteran Business Enterprises to participate on City contracts. Any Contractor that meets this qualification will receive a 3% preference toward its formal proposal, in the manner set out in section 4(B)(i). A Contractor is considered an SDVBE if the Contractor is certified by the State of Texas, Historically Underutilized Business HUB Program with the State Comptroller's Office. The preference only applies to Prime Contractors responding to RFPs, not any subcontractors utilized. Complete and return the Section 0840 – SDVBE Contractor Certification Form when responding to the RFP solicitation.

3.0 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.

4.0 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 Contractor.

5.0 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:

i. 100 Points

Evaluation Factor No.	Title	Maximum Point Value
1	Overall Cost	20
2	Sample Materials & Concept	35
3	Success Evaluation Plan	12
4	Demonstrate Qualifications	20
5	SDVBE	3
6	Local Business Preference	10
Total:		100

ii. **Local Business Preference (Maximum 10 Points)**

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

CITY OF AUSTIN

CITY CODE CHAPTER 2-9C
NON-PROFESSIONAL
MBE/WBE PROCUREMENT PROGRAM

Solicitation Name: Zero Waste Youth Education Program

Solicitation Number: RFP 1500 MHJ3001

Issue Date: 05/07/2018

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MBE/WBE GOALS

Annual/Project Participation Goals				Annual/Project Participation Subgoals		
MBE	3.92	%	OR	African American		%
WBE	4.13	%		Hispanic		%
Combined MBE/WBE		%		Asian/Native American		%
				WBE		%

OVERVIEW

This document should be read in conjunction with the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Commodities (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at http://www.austintexas.gov/smbrdocuments or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Invitation for Bid agree to abide by the City's Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City's MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project's goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City's solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A) and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *MBE/WBE Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact is not a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a "no-contact" period from the date the City issues a solicitation until the contract is executed. During the "no-contact" period, a person responding to a City solicitation can speak only to the contract's authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *MBE/WBE Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

MBE/WBE COMPLIANCE PLAN INSTRUCTIONS
(See Appendix A)

If the *MBE/WBE Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

SMBR may request written clarification of items listed on the *MBE/WBE Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *MBE/WBE Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *MBE/WBE Compliance Plan*. Changes to the *MBE/WBE Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use "none" or "N/A" where appropriate, and sign and date the *MBE/WBE Compliance Plan* as indicated. ***MBE/WBE Compliance Plans* not complying with the *MBE/WBE Compliance Plan* Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as "Reserved for City of Austin SMBR Only" should be left blank.

Section III MBE/WBE Compliance Plan Summary

This section is a summary of subcontractor participation for this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The MBE/WBE Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Subcontractors

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE's subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the MBE/WBE Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *MBE/WBE Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

(1) work performed by the MBE/WBE's own forces;

(2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and

(3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

(1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.

(2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the MBE/WBE Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the MBE/WBE Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not

performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the MBE/WBE Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the MBE/WBE Compliance Plan is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable.*** If Bidder did meet the project goals, please indicate "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII MBE/WBE Compliance Plan Checklist

Please complete the *MBE/WBE Compliance Plan Checklist* with the information requested if the stated project goal(s) are not met.

GOOD FAITH EFFORTS INSTRUCTIONS
(See *Appendices B and D)*

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the MBE/WBE Compliance Plan. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The *Availability List* (Appendix D) is included with the solicitation documents and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders ***must*** contact ***all*** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may request from SMBR or visit https://www.ci.austin.tx.us/financeonline/vendor_connection/search/vendors/certvendor.cfm for proof of certification and the specific work areas for which the subcontractor has been certified.

Appendix B provides a format for collecting required information from the subcontractors on the *Availability List*. The information must be obtained at least seven (7) business days prior to the submission of the *MBE/WBE Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Included with the solicitation documents is an alphabetized list containing the names and addresses of the MBE/WBE Firms listed on the Appendix D. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

F	Female	M	Male
AA/B	African American	H	Hispanic
A/NA	Asian/Native American	W/C	Caucasian
LOC	A firm's two-digit location code (e.g., SL or TX)	AU	Austin
SL	Significant Local Business Presence (SLBP)	TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *MBE/WBE Compliance Plan* and the Good Faith Efforts documentation submitted with the *MBE/WBE Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

(A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the *MBE/WBE Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria). The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.

(B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.

(C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.

(D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

(E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).

(F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.

(G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

(A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.

(B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information)
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*)
- Lists and copies of letters sent by mail, hand delivered, or e-mailed
- Breakdown of negotiations made with certified firms
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media
- Other communications regarding contacts with trade associations and Chambers of Commerce

The following additional Good Faith Efforts factors may also be considered:

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant)
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services
- Copies of all proposals received in response to Bidder contacting other Firms

POST-AWARD INSTRUCTIONS
(See Appendix C)

Confirmation Letters

All Bidders are required to include copies of the confirmation letters received from subcontractors, confirming the Subcontractors' willingness to provide services should the contract be awarded.

Changes to the *MBE/WBE Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *MBE/WBE Compliance Plan* must be submitted on the Request for Change of *MBE/WBE Compliance Plan* Form for all levels of subcontracting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *MBE/WBE Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

- **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval

to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

- **Progressive Sanctions**

The successful Bidder's MBE/WBE Compliance Plan will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved MBE/WBE Compliance Plan ; and
- Failure to comply with the approved MBE/WBE Compliance Plan without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

Appendix A

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Zero Waste Youth Education Program
Solicitation Number	RFP 1500 MHJ3001

Project Goals or Subgoals	
Combined MBE/WBE	%
MBE	3.92 %
African American	%
Hispanic	%
Asian/Native American	%
WBE	4.13 %

Section II — Bidder Company Information

Company Name		
Address		
City, State Zip		
Phone		
Fax		E-Mail
Name of Contact Person		
Is your company registered on Vendor Connection?	Yes ☐ No ☐ *If yes, provide Vendor Code* _____ If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes ☐ No ☐ *If yes, please indicate:* MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

_____
Name and Title of Authorized Representative

_____ _____
Signature Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder ***HAS*** ☐ ***HAS NOT*** ☐ *complied as per the City Code Chapter 2-9C through GFE.*

Reviewing Counselor _____ Date _____

I have reviewed this Compliance Plan and have found the Bidder ***COMPLIANT*** ☐ ***NON-COMPLIANT*** ☐

Director /Assistant Director _____ Date _____

Appendix A

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? *(If no, attach documentation of Good Faith Efforts)* Yes ☐ No ☐

PROPOSED PARTICIPATION GOALS **Use this section to calculate participation.** **Include all details including the total dollar amount and percentage for each category where applicable.**			
	MBE/WBE Project Goal	**Bidder Participation Goal**	
African American	%	$	%
Hispanic	%	$	%
Asian/Native American	%	$	%
WBE	4.13 %	$	%
MBE	3.92 %	$	%
MBE/WBE Combined	%	$	%
Non-Certified		$	%
Total Subcontractor Amount		$	%
Bidder's Own Participation **(less any subcontracted amount)** Are you counting your own participation toward the goals? **(if yes, indicate below)** ☐ AA ☐ HIS ☐ A/NA ☐ WBE ☐ MBE		$	%

Base Bid Amount (*Subs + Bidder amount*) **$ _____** **100 %**

<u>For SMBR Use Only:</u>

Verified participation for each category:

African-American _____ % Hispanic _____ % Asian/Native American _____ % WBE _____ %

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Appendix A

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Appendix A

Section V — Disclosure of Non-Certified Subcontractors

(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? Yes ☐ No ☐ If no, state reason(s) below and attach documentation:

Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Appendix A

Section VI — Disclosure of Second-Level Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		

Appendix A

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☐ No ☐

(If no, complete and submit Section VIII Compliance Plan Check List)

If the goals or subgoals were not achieved, all questions in Section VIII ***must*** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan.*** The completion and submission of this form is not required if the above question is answered *Yes.*

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes ☐	No ☐
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes ☐	No ☐
• Copy of advertisements placed in local publication	Yes ☐	No ☐
• Copy of notices sent to Minority and Women organizations	Yes ☐	No ☐
• Documentation that demonstrates additional GFEs: o Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor o Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services o Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice	Yes ☐	No ☐

Were additional elements of work identified to achieve the goals or subgoals? Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance? Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance? Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

Appendix B

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045 C-Congress Room.

Solicitation Name: _____
Solicitation Number: _____
Location of Pre-bid Conference (if any) _____
_____
_____

Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- ☐ Asbestos Abatement
- ☐ Carpentry
- ☐ Carpeting
- ☐ Concrete
- ☐ Demolition Services
- ☐ Doors and Frames
- ☐ Drilling
- ☐ Drywall
- ☐ Electrical
- ☐ Excavation Services
- ☐ Fabricated Steel
- ☐ Flooring
- ☐ Glazing Services
- ☐ Hardware
- ☐ Heavy Construction Equipment
- ☐ Other _____
- ☐ HVAC
- ☐ Insulation
- ☐ Lab and Field Testing Services
- ☐ Landscaping
- ☐ Masonry
- ☐ Millwork
- ☐ Painting
- ☐ Paving and Resurfacing
- ☐ Plumbing
- ☐ Roofing
- ☐ Stone
- ☐ Tile
- ☐ Weather and Waterproofing
- ☐ Welding
- ☐ Windows
- ☐ Other _____

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

_____
(Email)

All Responses MUST be received by: _____

Exhbit A

Appendix C

CONFIRMATION LETTER

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: $

Project/Solicitation Number: ___ _____

Project Name: _____

Type of Agreement *(check one)*: ☐ Lump Sum ☐ Unit Price ☐ Commodity

Period of Performance: _____ Level of Subcontracting (*check one):* ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: $ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

_____

_____

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements

Prime Contractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 20____.

_____
Notary Public

***Including Suppliers, Manufacturers, Alternates**

Subcontractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 20____.

_____
Notary Public

Exhbit A

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
  - **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
  - **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
  - **Submit copies of written responses from all respondents to your solicitation.**
  - **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. *(Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers)*
  - Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
    - **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
  - Negotiate in good faith with interested MBEs and WBEs.
    - **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
  - Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
  - Not rejecting MBEs or WBEs as being unqualified without sound reasons.
  - Seeking the services of available minority and women community organizations *(See below)*
    - **Documentation of contacts with trade associations and Chambers of Commerce.**
  - Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
  - **If assistance was provided, document in log of contacts.**
- Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
  - **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE

Exhbit A

SMALL & MINORITY BUSINESS RESOURCES CONTACT INFORMATION

Compliance	CERTIFICATION	MAIN OFFICE
512-974-7600	**512-974-7645**	**512-974-7600**
512-974-7601	**512-974-7601**	**512-974-7622**
Smbrcompliancedocments@austintexas.gov	**smbrcertification@austintexas.gov**	**www.austintexas.gov/smbr**

SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?
It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Call (512) 974-7799 to make an appointment or for more information.

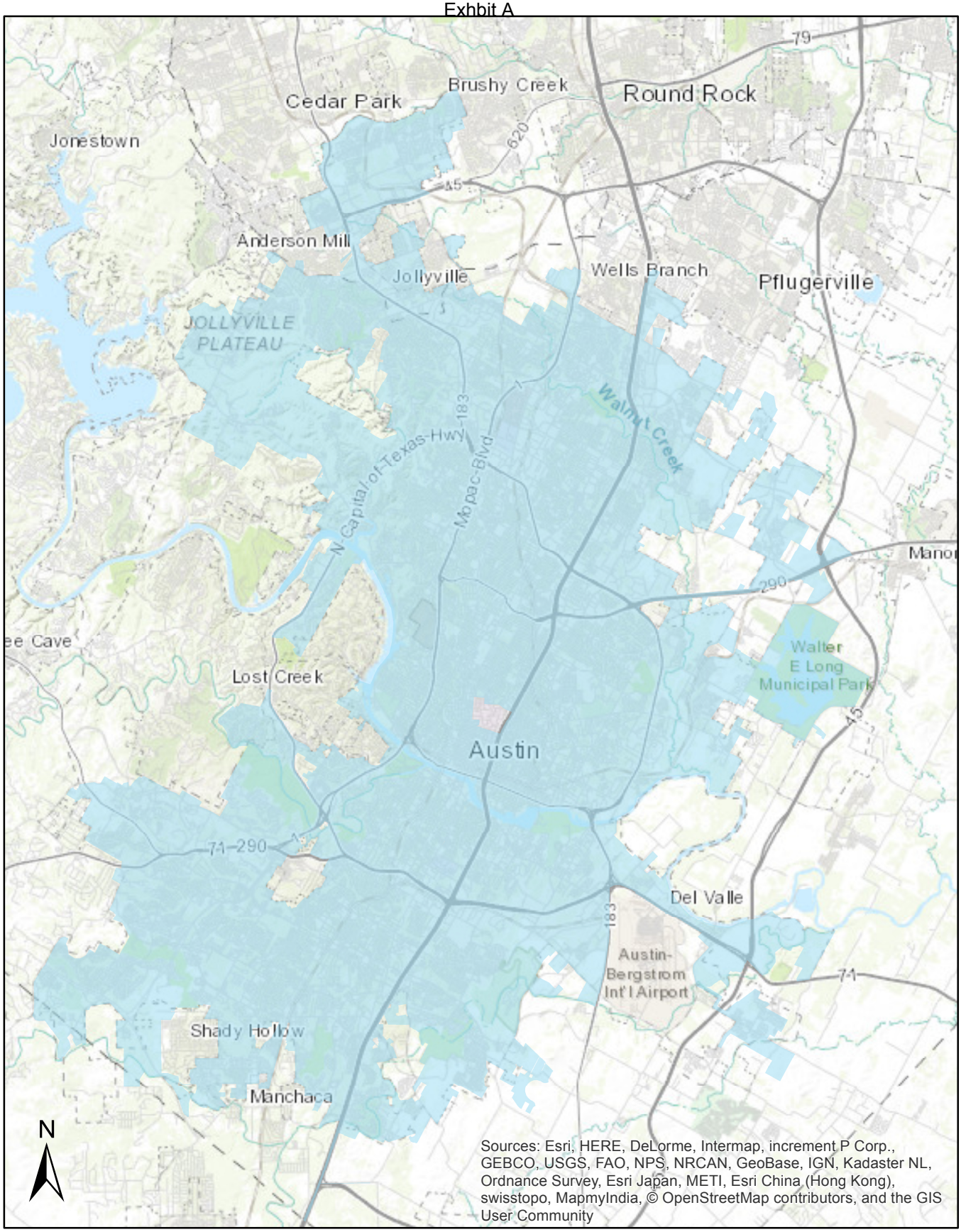
For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

Bonding is a type of protection that a governmental agency or prime contractor may require that your company have in order to work on a contract. A bonding application will take several days. Get started today. Be proactive by making an appointment to talk to SMBR's Bonding Financial Consultant, Luke Ortega Luper as soon as possible. He can be reached at (512-974-7733 or email him at Luke.Luper@austintexas.gov. You will also find past copies of his newsletters on our website at http://austintexas.gov/department/bonding.

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

Exhbit A



Austin Resource Recovery Service Boundaries

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by Austin Resource Recovery for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Exhbit A

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1500 MHJ3001 **Addendum No: 1** **Date of Addendum: May 25, 2018**

This addendum is to incorporate the following changes to the above-referenced solicitation.

I. <u>Questions and Answers:</u>

1. (Q) Please provide more information regarding the SMBR process.

   (A) Please note the attached SMBR Pre-Meeting document.

2. (Q) Can the City provide a list of schools within this Scope of Work and this service area?

   (A) Yes, please note the attached updated school list Excel document.

3. (Q) Does the City expect the program to be addressed classroom-by-classroom? Grade-level by grade-level? Or School by School?

   (A) The contractor(s) can bring their own unique approach through their proposal for the program. The proposal does not have to be limited to one approach to meet the goals of this program.

4. (Q) Is the program considered to be free to all schools and organizations?

   (A) Yes, all costs must be included in the proposal as this program is free to schools and organizations.

5. (Q) Please define "unique" students.
   (A) As there may be an overlap of students attending the program, the City would like to reach a minimum of 7,000 unique students and a total of 15,000 students overall with this program.

6. (Q) Is the program confined to the school year?
   (A) No, it is acceptable to have City approved summer or school break activities within this program.

7. (Q) What is the timeline for program development and implementation?
(A) Pending City Council approval, the program is estimated to start in October 2018 with deliverable dates beginning at that time.

8. (Q) Should contractors include the full curriculum proposal within their proposal?
(A) Yes, contractors should include the full curriculum, ready for implementation once City Council approves the program.

9. (Q) If you have existing or established rates with the City on other contracts or programs – will these established rates apply to this program?
(A) No, this contract stands alone from any other contract a contractor may have with the City at this time or in the past. This program and contract are separate from any other City contract.

10. (Q) Does the kit count need to match the student count?
(A) No, kits are only utilized for students to check-out if they are not able to view the program in-person.

11. (Q) Why is the goal only 7,000 unique students?
(A) A larger goal would require an increased City budget for this program.

12. (Q) Please clarify Scope of Work, section 4.1.3.1 regarding on-call presentations?
(A) On-call presentations may be requested by organizations directly to the ARR department. In this case, the department would forward the request to the contractor in order to schedule an event date with the requesting organization.

13. (Q) Regarding Scope of Work, section 5.2, for online registration – will this web page work independent from the City's website(s)?
(A) Primarily, the web page listed in section 5.2 should be independent from the City, but should have the ability to link to City website(s).

14. (Q) Please talk towards the marketing component(s) of the program?
(A) Marketing should help schools, teachers, and organizations become interested and excited about the program and the program capabilities.

15. (Q) Does the City provide any marketing for this program in any capacity?
(A) No, the marketing of the program is strictly the responsibility of the contractor.

16. (Q) How amenable are schools and organizations towards this program?
(A) From past experience, the City considers schools and organizations very amenable towards this program.

17. (Q) Is this a new program? Or is there a current contract in place with a contractor?
(A) The program is currently in place and the existing contractor is Keep Austin Beautiful.

18. (Q) What are the statistics and specifics of the current program?
(A) The current program contract may be viewed at the following web page as a public information document:
https://www.austintexas.gov/financeonline/contract_catalog/OCCViewMA.cfm?cd=MA&dd=1500&id=NA120000121

Specific contract document(s) link:
http://www.austintexas.gov/edims/document.cfm?id=204642

For all other current program statistics and questions, a Public Information Request is required:

For all records requests, please note the following:

"Pursuant to section 552.301(c) of the Government Code, the City of Austin has designated certain addresses to receive requests for public information sent by electronic mail. For requests seeking records held by the Austin Police Department, the address is: management.records@austintexas.gov. For requests seeking records held by any other City department, the address is: public.information@austintexas.gov. Your request will not be considered received unless it is sent to the proper address."

19. (Q) How long does a Public Information Request take for a response?
(A) Usually the City will respond within 10 calendar days.

20. (Q) Is this a mandatory RFP that is required by the City?
(A) Standard City of Austin contracts are five years in length to allow for fair competition within the community. The current contract expires this year and therefore, this RFP is designed for a new City required contract.

21. (Q) Will the current meeting list be posted online?
(A) Yes, the meeting list is posted with this Addendum.

22. (Q) Was there an SMBR goal assigned to the current contract?
(A) No, SMBR goals were not assigned to the current contract.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 05/25/2018
Marty James, Procurement Specialist III
Purchasing Office, (512) 974-1727
Date

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE, FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Exhbit A

MBE/WBE PROCUREMENT PROGRAM SOLICITATION OVERVIEW

PROJECT DETAILS

Solicitation Number: RFP 1500 MHJ3001
Project Name: Zero Waste Youth Education Program
Funding Source: City **Estimated Cost:** $850,000

Project Description: The City of Austin seeks Contractor(s) qualified to provide outreach and educational services for students from kindergarten through the 12th grade. .

Scopes of Work: See Solicitation Documents

Approved Goal Determination:

MBE	WBE
3.92	4.13

PROGRAM REQUIREMENTS

COUNTING PARTICIPATION (2-9C-20)
Listing City certified firms on the Compliance Plan indicates that firms agree to both the price and scope of work. The Compliance Plan shall list all firms (certified and non-certified) that will participate on the contract.

- Only City of Austin certified MBE/WBE firms will be counted toward the goals.
- Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- A certification code of M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both.
- A firm with an MBE certification code can be counted towards the MBE goal or towards the appropriate ethnic subgoal. However, WBE certification code can only be counted toward the WBE goal.
- Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

Good Faith Efforts (2-9C-21)
When bidder/respondent cannot meet the established goals, the responding firm shall provide documentation of the firm's good faith efforts to meet the goals.

- Notify all certified firms on the availability list not less than 7 business days prior to bid date **(May 30, 2018) using two separate reasonable and verifiable methods**; i.e. fax, e-mail, mail or phone.
- Publish notice in local publication
- Seek service of minority and women organizations
- Select portions of work that will increase MBE/WBE opportunities
- Negotiate with MBE/WBE firms in good faith
- Documented justification for not meeting MBE/WBE goals *(provide GFE documentation with submission)*
- Contact SMBR for assistance

Compliance Plan Submission
Bids or responses will not be accepted for consideration, if the MBE/WBE Compliance Plan is not submitted prior to the deadline specified in the solicitation document.

- Section I Project information *(pre-entered)*
- Section II Firm's identifying information, with signature of firm's authorized representative
- Section III Compliance Plan Summary *(percentages must reflect Sections IV-VI)*
- Section IV Disclosure of all certified firms, enter all requested information
- Section V Disclosure of all non-certified firms, enter all requested information
- Section VI Disclosure of all second-level subconsultants
- Section VII Compliance Plan Check List *(complete if goals are not met)*
- Submission of Letters of Intent or Confirmation Letters

RESOURCES

Exhbit A

SMALL & MINORITY BUSINESS RESOURCES DEPARTMENT

SMBR Representative	**CERTIFICATION**	**MAIN OFFICE**
Rachelle Delouis	Certification Division	512-974-7600
512-974-1295	512-974-7645	512-974-7601
rachelle.delouis@austintexas.gov	Smbrcertification@austintexas.gov	www.austintexas.gov/smbr

Log on to www.austintexas.gov/SMBR to obtain all resource documents provided at this solicitation meeting

SMBR PLAN ROOM

Visit SMBR's Plan Room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs located at SMBR Office located at 4201 Ed Bluestein Blvd., Austin, TX 78721

Call (512) 974-7799 to make an appointment, schedule training or for more information
Log on to http://www.austintexas.gov/department/smbr-plan-room for list of current projects available,
Cost $0. (May be minimal fee for copying and printing plans and specifications sheets)

BONDING

In order to help our vendors overcome the challenges that can be associated with bonding, SMBR has hired a Bonding Financial Consultant to meet one-on-one with business owners to assist with their bonding needs.

Luke Ortega Luper, Bonding Financial Consultant
Phone: (512-974-7733
Email: Luke.Luper@austintexas.gov.
Website address: http://www.austintexas.gov/department/bonding

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

LOCAL MINORITY SERVICE ORGANIZATIONS

Name	Contact Name	Phone	Email
Asian Contractor Association	Aletta Banks	512-926-5400	asiancontractor@gmail.com
Austin Area Black Contractors Association	Carol Hadnot/Reginald Worlds	512-467-6895	brc-pro@swbell.net
Business Investment Growth (BIG Austin)	Stacy Dukes-Rhone	512-928-8010	info@bigaustin.org
Business Resource Consultants (BRC)/(Bid Briefs)	Carol S. Hadnot	512-467-6894	brc-pro@swbell.net
Greater Austin Black Chamber of Commerce	Tam Hawkins	512-459-1181	admin@austinbcc.org
Greater Austin Asian Chamber of Commerce	Marina Ong Bhargava	512-407-8240	exec.admin@austinasianchamber.org
Greater Austin Hispanic Chamber of Commerce	Selina Aguirre	512-476-7502	saguirre@gahcc.org
U.S. Hispanic Contractors Association de Austin (USHCA)	Juan Oyervides	512-922-0507	info@ushca-austin.com

Additional contact information can be provided upon request.

AUSTIN MINORITY NEWSPAPERS

Name	Contact Name	Phone	Email
Capital City Argus News	Charles M. Miles	512-926-0348	CMilesArgus@yahoo.com
El Mundo Newspaper		512-476-8636	info@elmundonewspaper.com
La Prensa	Catherine Vasquez-Revilla	512-478-3090	laprensa@aol.com
Nokoa The Observer	Akwasi Evans	512-499-8713	akwasievans2013@gmail.com
The Villager	Tommy L. Wyatt	512-476-0082	vil3202@aol.com
World Journal Inc. of Texas	Sherry Wang		sherrywang1020@yahoo.com
/World Journal Chinese Daily News			

Additional contact information can be provided upon request.

Exhbit A

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1500 MHJ3001 **Addendum No: 2** **Date of Addendum: 06/07/2018**

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

1.0 Extension

1.1. Solicitation extended to a new closing date of Thursday, June 14, 2018 @ 2:00 PM.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 06-07-2018
Marty James, Buyer III
Purchasing Office, 512-974-3164
Date

ACKNOWLEDGED BY:

_____ _____ _____
Name Authorized Signature Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Exhibit B

CITY OF AUSTIN
0600 - RATE SHEET
Zero Waste Youth Education Services
SOLICITATION NUMBER: RFP 1500 MHJ3001

Special Instructions: Offerors must use this Rate Sheet to submit pricing. Be advised that altering the rate 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. 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, insurance, 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 materials, 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 -- Start Up Costs

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Startup costs associated with the administration, development and design of the program.	0	$0.00	$0.00
1.2	Startup costs associated with developing and designing educational and marketing materials for the program (all inclusive).	0	$0.00	$0.00
1.3	Startup cost associated with developing and supplying the teacher tool–kit or resource.	0	$0.00	$0.00
1.4	Development of curriculum for the program, including script for instructors, visual prompts and teaching tools for classroom. Curriculum shall be developed for the three age groups identified in the scope of work.	0	$0.00	$0.00
			SECTION 1 TOTAL:	$0.00

SECTION 2 -- Annual Program Costs

LINE ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1	Annual costs associated with the administration of the program.	1	$ 10,000.00	$ 10,000.00
2.2	Annual costs associated with maintaining and supplying the teacher tool–kit or resource, (if applicable). (Cost per Kit)	6	$ 40.00	$ 240.00
2.3	Annual costs associated with updating and printing educational and marketing materials for the program. (all inclusive)	1	$ 16,000.00	$ 16,000.00
2.4	Annual costs associated with marketing the program. As an attachment include and separate the various types of marketing for the program.	1	$ 6,000.00	$ 6,000.00
			SECTION 2 TOTAL:	$ 32,240.00

SECTION 3 -- Invoicing (Choose <u>only one</u> of the following options for invoicing)

LINE ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
3.1	Cost per student (Estimated: minimum 15,000 per year)	0	$0.00	$0.00
3.2	Cost per event (Must reach minimum 15,000 students per year)	612	$ 250.00	$ 153,000.00
			SECTION 3 TOTAL:	$ 153,000.00
			Final Total	$ 185,240.00

NOTE: TOTAL ANNUAL COSTS SHOULD NOT EXCEED $200,000.00

COMPANY NAME:	Keep Austin Beautiful					
EMAIL ADDRESS:	rodney@keepaustinbeautiful.org					

KEEP AUSTIN BEAUTIFUL

Exhibit B

Executive Summary

Since 1985, Keep Austin Beautiful has been providing resources and education to engage citizens in building more beautiful communities. In an effort to fulfill our vision, the organization mobilizes thousands of volunteers and engages more than 28,000 individual youth annually through cleanups, litter prevention, beautification, restoration, waste reduction, and outreach services.

In urban areas, like Austin, where green space is becoming limited, people are becoming increasingly disconnected from outdoor pursuits and the natural world. Volunteer and youth projects are about creating a vibrant city, connecting with the outdoors, and giving back to the community.

Our education programming takes civic engagement a step further. Keep Austin Beautiful education models emphasize repeat exposure, connect youth to the outdoors, engage them in service, and create opportunities for youth to serve as leaders in the community. At the critical development ages when youth are developing ideas and practices, Keep Austin Beautiful provides guidance to help them develop a respect for the environment and their community by presenting stewardship concepts in an interactive and exciting way.

Zero Waste Youth Education: Generation Zero

Austin Resource Recovery's Zero Waste Youth Education provides the perfect platform to combine Keep Austin Beautiful and ARR's education efforts into a comprehensive zero waste and sustainability education program.

Since 2012, Keep Austin Beautiful has successfully provided zero waste youth education in coordination with ARR through the Generation Zero program. Through this contract, Keep Austin Beautiful has educated more than 35,000 students with nearly 80,000 interactions – far exceeding the initial goals. The organization is well-suited to continue programming while increasing metrics to meet the newly identified goals.

Generation Zero engages K-12 students in interactive, hands-on activities to provide awareness about recycling, composting, and conservation while giving students simple solutions for reducing waste. Schools are encouraged to participate in multiple presentations that are grade-level specific and support the completion of a classroom activity or campus project. Through this model, we have found teachers to be excited about the opportunity to present the subject matter as a "unit." This method provides teachers with the guidance and coordination to involve their students in meaningful environmental projects, such as in-classroom vermicomposting, recycling drives, and school-wide waste campaigns.

Generation Zero utilizes nationally and locally recognized best practices in education such as involving teachers and students in educational opportunities that are frequent and sustained, engaging students in service learning to create accountability for student behavior and achievement, and supporting schools in resource awareness that are made in connection with the community.

Metrics & Objectives

For the purpose of this proposal, Keep Austin Beautiful will meet the following quantitative measures:

- Educate 15,000 students
- Engage a minimum of 7,000 unique students
- Lead 612 presentations
- Reach a minimum of 200 classes (unduplicated)
- Partner with a minimum of 60 schools

Exhibit B

Executive Summary

Through Generation Zero, Keep Austin Beautiful aims to equip students to become zero waste leaders. As a result of this programming, students will be able to:

- define the Zero Waste Initiative.
- understand how personal actions impact the City's zero waste goal.
- practice properly sorting waste into landfill, recycle, and compost.
- identify alternative diversion methods, such as backyard composting and materials donation.
- share their knowledge and advocate for best practices in waste reduction and disposal.

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP 1500 MHJ3001

DATE ISSUED: May 14, 2018

REQUISITION NO.: RQM 18020100242

COMMODITY CODE: 91838, 91596, 91522

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

Marty James

Procurement Specialist III

Phone: (512) 974-3164
E-Mail: Marty.James@austintexas.gov

Kim Scannell Larsen
Procurement Specialist II

Phone: (512) 974-2261
E-Mail: Kim.Larsen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Zero Waste Youth Education Program

PRE-PROPOSAL CONFERENCE TIME AND DATE: May 21, 2018 9:00 - 10:30 AM CST

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

PROPOSAL DUE PRIOR TO: June 7, 2018 2:00 PM CST

PROPOSAL OPENING TIME AND DATE: June 7, 2018 3:00 PM CST

COMPLIANCE PLAN DUE: June 7, 2018 2:00 PM CST

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

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

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

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 MHJ3001	Purchasing Office-Response Enclosed for Solicitation # RFP 1500 MHJ3001
P.O. Box 1088	124 W 8th 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 FLASH DRIVE) 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	8
0500	SCOPE OF WORK	9
0600A	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0600	RATE SHEET – Complete and return	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	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	MBE/WBE PROCUREMENT PROGRAM PACKAGE – **Applicable pages MUST BE completed and returned**	37

*** 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: Keep Austin Beautiful

Company Address: 55 North IH 35, Ste 215

City, State, Zip: Austin, Texas 78702

Federal Tax ID No. [illegible]

Printed Name of Officer or Authorized Representative: Rodney Ahart

Title: Executive Director

Signature of Officer or Authorized Representative: Rodney Ahart

Date: June 7, 2018

Email Address: rodney@keepaustinbeautiful.org

Phone Number: 512-391-0617 x704

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

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	Keep Austin Beautiful	
Physical Address	55 North IH 35, Ste 215	
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

SUBCONTRACTOR(S):

Name of Local Firm	EnviroMedia	
Physical Address	2021 East 5th St, Ste 150, Austin, TX 78702	
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

SUBCONTRACTOR(S):

Name of Local Firm	Darlene Watkins	
Physical Address	4600 Mueller Blvd, Unit 2040, Austin, TX 78723	
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 Keep Austin Beautiful

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: Watershed Protection Department
   Name and Title of Contact: Ms. Jessica Wilson, Education Manager
   Project Name: Clean Creek Campus
   Present Address: PO Box 1088
   City, State, Zip Code: Austin, TX 78767
   Telephone Number: (512) 974-2446 Fax Number (512) 974-2846
   Email Address: jessica.wilson@austintexas.gov

2. Company's Name: Maplewood Elementary School
   Name and Title of Contact: Ms. Jennie Maldonado, Teacher
   Project Name: Generation Zero
   Present Address: 3808 Maplewood Avenue
   City, State, Zip Code: Austin, TX 78722
   Telephone Number: (512) 841-0220 Fax Number (____)
   Email Address: jennie.maldonado@austinisd.org

3. Company's Name: Austin Independent School District
   Name and Title of Contact: Ms. Darien G. Clary, Sustainability Manager
   Project Name: Environmental Stewardship Advisory Committee
   Present Address: 1111 W 6th Street
   City, State, Zip Code: Austin, TX 78703
   Telephone Number: (512) 414-3047 Fax Number (____)
   Email Address: darien.clary@austinisd.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 compliant, 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 filling. 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 7th day of June, 2018

CONTRACTOR Keep Austin Beautiful

Authorized Signature

Title Executive Director

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
Alecia Casper	Keep Austin Beautiful	prime	19.23	Education Programs Manager
Gaby Benitez	Keep Austin Beautiful	prime	16.00	Environmental Educator
Nicole Tenneyuque	Keep Austin Beautiful	prime	17.31	Operations & Administrative Coordinator
Valerie Salinas-Davis	EnviroMedia	sub	57.07	CEO & Founder
Darlene Watkins	ReachOutAustin!	sub	39.74	Founder

(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: Keep Austin Beautiful

Signature of Officer or Authorized Representative: Rodney Ahart Date: June 7, 2018

Printed Name: Rodney Ahart

Title Executive Director

Section 0835: Non-Resident Bidder Provisions

Company Name Keep Austin Beautiful

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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 id 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 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME] Keep Austin Beautiful

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.

2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

   ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

   ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.

4. Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.

5. Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.

6. Misrepresentation. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

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 no later than 1:00 PM, Friday, May 25, 2018. Submissions shall be made via email to Marty.James@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.

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(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.
(d) The Contractor and any sub-contractors traveling as part of this contract must provide a copy of their current automobile insurance coverage on a semi-annual basis. Traveling costs are the responsibility of the Contractor.

iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of $500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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 2 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.

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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.

4.1 QUANTITIES AND OMISSIONS

4.1.1 Quantities
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.

4.2.1 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.

4.3.1 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.

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.

B. Invoices shall be emailed to ARR.AP@austintexas.gov

If required, invoices may be mailed to the below address:

	City of Austin
Department	Austin Resource and Recovery (ARR)
Attn:	ARR Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

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

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6. **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 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.

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.

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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. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

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D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

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

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

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

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

11. **ECONOMIC PRICE ADJUSTMENT:**

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SUPPLEMENTAL PURCHASE PROVISIONS

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.
   (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: BLS Employment Cost Index	
Series ID: CIU2010000000000I	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: 25-3090 Miscellaneous Teachers and Instructors	
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.

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

12. **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.

13. **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:

    Jennifer Denton, Community Engagement Consultant

    Phone: 512-974-2744

    Email: Jennifer.Denton@austintexas.gov

*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

CITY CODE CHAPTER 2-9C
NON-PROFESSIONAL
MBE/WBE PROCUREMENT PROGRAM

Solicitation Name: Zero Waste Youth Education Program

Solicitation Number: RFP 1500 MHJ3001

Issue Date: 05/07/2018

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MBE/WBE GOALS

Annual/Project Participation Goals				Annual/Project Participation Subgoals		
MBE	3.92	%	OR	African American		%
WBE	4.13	%		Hispanic		%
Combined MBE/WBE		%		Asian/Native American		%
				WBE		%

OVERVIEW

This document should be read in conjunction with the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Commodities (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at http://www.austintexas.gov/smbrdocuments or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Invitation for Bid agree to abide by the City's Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City's MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project's goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City's solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A) and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *MBE/WBE Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact is not a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a "no-contact" period from the date the City issues a solicitation until the contract is executed. During the "no-contact" period, a person responding to a City solicitation can speak only to the contract's authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *MBE/WBE Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

MBE/WBE COMPLIANCE PLAN INSTRUCTIONS
(See Appendix A)

If the *MBE/WBE Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

SMBR may request written clarification of items listed on the *MBE/WBE Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *MBE/WBE Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *MBE/WBE Compliance Plan*. Changes to the *MBE/WBE Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use "none" or "N/A" where appropriate, and sign and date the *MBE/WBE Compliance Plan* as indicated. ***MBE/WBE Compliance Plans* not complying with the *MBE/WBE Compliance Plan* Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as "Reserved for City of Austin SMBR Only" should be left blank.

Section III MBE/WBE Compliance Plan Summary

This section is a summary of subcontractor participation for this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The MBE/WBE Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Subcontractors

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE's subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the MBE/WBE Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *MBE/WBE Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

(1) work performed by the MBE/WBE's own forces;

(2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and

(3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

(1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.

(2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the MBE/WBE Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the MBE/WBE Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not

performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the MBE/WBE Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the MBE/WBE Compliance Plan is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable.*** If Bidder did meet the project goals, please indicate "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII MBE/WBE Compliance Plan Checklist

Please complete the *MBE/WBE Compliance Plan Checklist* with the information requested if the stated project goal(s) are not met.

GOOD FAITH EFFORTS INSTRUCTIONS
(See *Appendices B and D)*

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the MBE/WBE Compliance Plan. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The *Availability List* (Appendix D) is included with the solicitation documents and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area.* As part of Good Faith Efforts, Bidders ***must*** contact ***all*** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may request from SMBR or visit https://www.ci.austin.tx.us/financeonline/vendor_connection/search/vendors/certvendor.cfm for proof of certification and the specific work areas for which the subcontractor has been certified.

Appendix B provides a format for collecting required information from the subcontractors on the *Availability List.* The information must be obtained at least seven (7) business days prior to the submission of the *MBE/WBE Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Included with the solicitation documents is an alphabetized list containing the names and addresses of the MBE/WBE Firms listed on the Appendix D. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

F	Female	M	Male
AA/B	African American	H	Hispanic
A/NA	Asian/Native American	W/C	Caucasian
LOC	A firm's two-digit location code (e.g., SL or TX)	AU	Austin
SL	Significant Local Business Presence (SLBP)	TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *MBE/WBE Compliance Plan* and the Good Faith Efforts documentation submitted with the *MBE/WBE Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

(A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the *MBE/WBE Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria). The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.

(B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.

(C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.

(D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

(E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).

(F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.

(G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

(A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.

(B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information)
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*)
- Lists and copies of letters sent by mail, hand delivered, or e-mailed
- Breakdown of negotiations made with certified firms
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media
- Other communications regarding contacts with trade associations and Chambers of Commerce

The following additional Good Faith Efforts factors may also be considered:

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant)
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services
- Copies of all proposals received in response to Bidder contacting other Firms

POST-AWARD INSTRUCTIONS
(See Appendix C)

Confirmation Letters

All Bidders are required to include copies of the confirmation letters received from subcontractors, confirming the Subcontractors' willingness to provide services should the contract be awarded.

Changes to the *MBE/WBE Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *MBE/WBE Compliance Plan* must be submitted on the Request for Change of *MBE/WBE Compliance Plan* Form for all levels of subcontracting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *MBE/WBE Compliance Plan.* The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

- **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval

to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

- **Progressive Sanctions**

The successful Bidder's MBE/WBE Compliance Plan will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved MBE/WBE Compliance Plan ; and
- Failure to comply with the approved MBE/WBE Compliance Plan without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

Appendix A

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Zero Waste Youth Education Program
Solicitation Number	RFP 1500 MHJ3001

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	3.92	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	4.13	%

Section II — Bidder Company Information

Company Name	Keep Austin Beautiful .	
Address	55 North IH 35, Ste 215	
City, State Zip	Austin, TX 78702	
Phone	512-391-0617	
Fax	512-391-0624	E-Mail rodney@keepaustinbeautiful.org
Name of Contact Person	Rodney Ahart	
Is your company registered on Vendor Connection?	Yes [X] No [ ] *If yes, provide Vendor Code* KEE2684250 If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes [ ] No [X] *If yes, please indicate:* MBE [ ] WBE [ ] MBE/WBE Joint Venture [ ]	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Rodney Ahart, Executive Director
Name and Title of Authorized Representative

Rodney Ahart
Signature

June 7, 2018
Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder ***HAS*** [ ] ***HAS NOT*** [ ] *complied as per the City Code Chapter 2-9C through GFE.*

Reviewing Counselor _____ Date _____

I have reviewed this Compliance Plan and have found the Bidder ***COMPLIANT*** [ ] ***NON-COMPLIANT*** [ ]

Director /Assistant Director _____ Date _____

Appendix A

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? *(If no, attach documentation of Good Faith Efforts)* Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS
Use this section to calculate participation.
Include all details including the total dollar amount and percentage for each category where applicable.

	MBE/WBE Project Goal	Bidder Participation Goal	
African American	%	$	%
Hispanic	%	$	%
Asian/Native American	%	$	%
WBE	4.13 %	$ 12000	6.48 %
MBE	3.92 %	$ 8000	4.32 %
MBE/WBE Combined	%	$	%
Non-Certified		$	%
Total Subcontractor Amount		$	%
Bidder's Own Participation **(less any subcontracted amount)** Are you counting your own participation toward the goals? **(if yes, indicate below)** ☐ AA ☐ HIS ☐ A/NA ☐ WBE ☐ MBE		$	%

Base Bid Amount (*Subs + Bidder amount*) $ 185240 **100 %**

For SMBR Use Only:

Verified participation for each category:

African-American _____ % **Hispanic** _____ % **Asian/Native American** _____ % **WBE** _____ %

MBE _____ % **WBE** _____ % **Combined MBE/WBE** _____ %

Prime _____ % **Non-Certified** _____ %

Appendix A

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	EnviroMedia	
City of Austin Certification Data	☐ MBE ☒ WBE Gender/ Ethnicity: Female, Caucasian	
Vendor Code	VC0000101574	
Address/ City / State / Zip	2021 East 5th Street, Ste 150, Austin, TX 78702	
Contact Person & Phone #	Valerie Salinas-Davis, 512-476-4368	
Fax & Email Address	512-476-4370, vdavis@enviromedia.com	
Commodity Codes	91522	
Commodity Codes Descriptions	COMMUNICATION MARKETING SERVICES	
Amount of Subcontract	$ 12,000	6.48 %

Name of MBE/WBE Certified Firm	Darlene Watkins	
City of Austin Certification Data	☒ MBE ☐ WBE Gender/ Ethnicity: Female, African American	
Vendor Code	V00000924464	
Address/ City / State / Zip	4600 Mueller Blvd, Unit 4020, Austin, TX 78723	
Contact Person & Phone #	Darlene Watkins, 512-707-1622	
Fax & Email Address	info@reachoutaustin.com	
Commodity Codes	91522	
Commodity Codes Descriptions	COMMUNICATION MARKETING SERVICES	
Amount of Subcontract	$ 8,000	4.32 %

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Appendix A

Section V — Disclosure of Non-Certified Subcontractors
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? **Yes** [x] **No** [ ] **If no, state reason(s) below and attach documentation:**

Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Appendix A

Section VI — Disclosure of Second-Level Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		

Appendix A

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes [x] No [ ]

(If no, complete and submit Section VIII Compliance Plan Check List)

If the goals or subgoals were not achieved, all questions in Section VIII ***must*** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan.*** The completion and submission of this form is not required if the above question is answered *Yes.*

N/A

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes [ ]	No [ ]
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes [ ]	No [ ]
• Copy of advertisements placed in local publication	Yes [ ]	No [ ]
• Copy of notices sent to Minority and Women organizations	Yes [ ]	No [ ]
• Documentation that demonstrates additional GFEs: o Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor o Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services o Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice	Yes [ ]	No [ ]

Were additional elements of work identified to achieve the goals or subgoals? Yes [ ] No [x]

If yes, please explain: _____

Was SMBR contacted for assistance? Yes [x] No [ ]

If yes, complete following:

Contact Person: Rachelle Delouis

Date of Contact: 6-5-18

Summary of Request: To review MBE/WBE Compliance Plan requirements

Were Minority or Women organizations contacted for additional assistance? Yes [ ] No [x]

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

Appendix B

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045 C-Congress Room.

Solicitation Name: N/A
Solicitation Number: _____
Location of Pre-bid Conference (if any) _____

Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- ☐ Asbestos Abatement
- ☐ Carpentry
- ☐ Carpeting
- ☐ Concrete
- ☐ Demolition Services
- ☐ Doors and Frames
- ☐ Drilling
- ☐ Drywall
- ☐ Electrical
- ☐ Excavation Services
- ☐ Fabricated Steel
- ☐ Flooring
- ☐ Glazing Services
- ☐ Hardware
- ☐ Heavy Construction Equipment
- ☐ Other _____
- ☐ HVAC
- ☐ Insulation
- ☐ Lab and Field Testing Services
- ☐ Landscaping
- ☐ Masonry
- ☐ Millwork
- ☐ Painting
- ☐ Paving and Resurfacing
- ☐ Plumbing
- ☐ Roofing
- ☐ Stone
- ☐ Tile
- ☐ Weather and Waterproofing
- ☐ Welding
- ☐ Windows
- ☐ Other _____

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ (Name) at _____ (Telephone) or _____ (Fax)

_____ (Email)

All Responses MUST be received by: _____

Appendix C

CONFIRMATION LETTER

N/A

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: $

Project/Solicitation Number: ___ _____

Project Name: _____

Type of Agreement *(check one)*: ☐ Lump Sum ☐ Unit Price ☐ Commodity

Period of Performance: _____ Level of Subcontracting *(check one)*: ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: $ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

_____

_____

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements

Prime Contractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

_____
Notary Public

***Including Suppliers, Manufacturers, Alternates**

Subcontractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

_____
Notary Public

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1500 MHJ3001 **Addendum No: 1** **Date of Addendum: May 25, 2018**

This addendum is to incorporate the following changes to the above-referenced solicitation.

I. Questions and Answers:

1. (Q) Please provide more information regarding the SMBR process.

   (A) Please note the attached SMBR Pre-Meeting document.

2. (Q) Can the City provide a list of schools within this Scope of Work and this service area?

   (A) Yes, please note the attached updated school list Excel document.

3. (Q) Does the City expect the program to be addressed classroom-by-classroom? Grade-level by grade-level? Or School by School?

   (A) The contractor(s) can bring their own unique approach through their proposal for the program. The proposal does not have to be limited to one approach to meet the goals of this program.

4. (Q) Is the program considered to be free to all schools and organizations?

   (A) Yes, all costs must be included in the proposal as this program is free to schools and organizations.

5. (Q) Please define "unique" students.
   (A) As there may be an overlap of students attending the program, the City would like to reach a minimum of 7,000 unique students and a total of 15,000 students overall with this program.

6. (Q) Is the program confined to the school year?
   (A) No, it is acceptable to have City approved summer or school break activities within this program.

7. (Q) What is the timeline for program development and implementation?
   (A) Pending City Council approval, the program is estimated to start in October 2018 with deliverable dates beginning at that time.

8. (Q) Should contractors include the full curriculum proposal within their proposal?
   (A) Yes, contractors should include the full curriculum, ready for implementation once City Council approves the program.

9. (Q) If you have existing or established rates with the City on other contracts or programs – will these established rates apply to this program?
   (A) No, this contract stands alone from any other contract a contractor may have with the City at this time or in the past. This program and contract are separate from any other City contract.

10. (Q) Does the kit count need to match the student count?
    (A) No, kits are only utilized for students to check-out if they are not able to view the program in-person.

11. (Q) Why is the goal only 7,000 unique students?
    (A) A larger goal would require an increased City budget for this program.

12. (Q) Please clarify Scope of Work, section 4.1.3.1 regarding on-call presentations?
    (A) On-call presentations may be requested by organizations directly to the ARR department. In this case, the department would forward the request to the contractor in order to schedule an event date with the requesting organization.

13. (Q) Regarding Scope of Work, section 5.2, for online registration – will this web page work independent from the City's website(s)?
    (A) Primarily, the web page listed in section 5.2 should be independent from the City, but should have the ability to link to City website(s).

14. (Q) Please talk towards the marketing component(s) of the program?
    (A) Marketing should help schools, teachers, and organizations become interested and excited about the program and the program capabilities.

15. (Q) Does the City provide any marketing for this program in any capacity?
    (A) No, the marketing of the program is strictly the responsibility of the contractor.

16. (Q) How amenable are schools and organizations towards this program?
    (A) From past experience, the City considers schools and organizations very amenable towards this program.

17. (Q) Is this a new program? Or is there a current contract in place with a contractor?
    (A) The program is currently in place and the existing contractor is Keep Austin Beautiful.

18. (Q) What are the statistics and specifics of the current program?
    (A) The current program contract may be viewed at the following web page as a public information document:
    https://www.austintexas.gov/financeonline/contract_catalog/OCCViewMA.cfm?cd=MA&dd=1500&id=NA120000121

Specific contract document(s) link:
http://www.austintexas.gov/edims/document.cfm?id=204642

For all other current program statistics and questions, a Public Information Request is required:

For all records requests, please note the following:

"Pursuant to section 552.301(c) of the Government Code, the City of Austin has designated certain addresses to receive requests for public information sent by electronic mail. For requests seeking records held by the Austin Police Department, the address is: management.records@austintexas.gov. For requests seeking records held by any other City department, the address is: public.information@austintexas.gov. Your request will not be considered received unless it is sent to the proper address."

19. (Q) How long does a Public Information Request take for a response?
(A) Usually the City will respond within 10 calendar days.

20. (Q) Is this a mandatory RFP that is required by the City?
(A) Standard City of Austin contracts are five years in length to allow for fair competition within the community. The current contract expires this year and therefore, this RFP is designed for a new City required contract.

21. (Q) Will the current meeting list be posted online?
(A) Yes, the meeting list is posted with this Addendum.

22. (Q) Was there an SMBR goal assigned to the current contract?
(A) No, SMBR goals were not assigned to the current contract.

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: _____ 05/25/2018
Marty James, Procurement Specialist III
Purchasing Office, (512) 974-1727
Date

ACKNOWLEDGED BY:

Keep Austin Beautiful, Inc. _____ 6-7-18
Vendor Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE, FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

MBE/WBE PROCUREMENT PROGRAM SOLICITATION OVERVIEW

PROJECT DETAILS

Solicitation Number: RFP 1500 MHJ3001
Project Name: Zero Waste Youth Education Program
Funding Source: City **Estimated Cost:** $850,000

Project Description: The City of Austin seeks Contractor(s) qualified to provide outreach and educational services for students from kindergarten through the 12th grade. .

Scopes of Work: See Solicitation Documents

Approved Goal Determination:

MBE	WBE
3.92	4.13

PROGRAM REQUIREMENTS

COUNTING PARTICIPATION (2-9C-20)
Listing City certified firms on the Compliance Plan indicates that firms agree to both the price and scope of work. The Compliance Plan shall list all firms (certified and non-certified) that will participate on the contract.

- Only City of Austin certified MBE/WBE firms will be counted toward the goals.
- Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- A certification code of M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both.
- A firm with an MBE certification code can be counted towards the MBE goal or towards the appropriate ethnic subgoal. However, WBE certification code can only be counted toward the WBE goal.
- Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

Good Faith Efforts (2-9C-21)
When bidder/respondent cannot meet the established goals, the responding firm shall provide documentation of the firm's good faith efforts to meet the goals.

- Notify all certified firms on the availability list not less than 7 business days prior to bid date **(May 30, 2018) using two separate reasonable and verifiable methods**; i.e. fax, e-mail, mail or phone.
- Publish notice in local publication
- Seek service of minority and women organizations
- Select portions of work that will increase MBE/WBE opportunities
- Negotiate with MBE/WBE firms in good faith
- Documented justification for not meeting MBE/WBE goals *(provide GFE documentation with submission)*
- Contact SMBR for assistance

Compliance Plan Submission
Bids or responses will not be accepted for consideration, if the MBE/WBE Compliance Plan is not submitted prior to the deadline specified in the solicitation document.

- Section I Project information *(pre-entered)*
- Section II Firm's identifying information, with signature of firm's authorized representative
- Section III Compliance Plan Summary *(percentages must reflect Sections IV-VI)*
- Section IV Disclosure of all certified firms, enter all requested information
- Section V Disclosure of all non-certified firms, enter all requested information
- Section VI Disclosure of all second-level subconsultants
- Section VII Compliance Plan Check List *(complete if goals are not met)*
- Submission of Letters of Intent or Confirmation Letters

RESOURCES

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1500 MHJ3001 **Addendum No: 2** **Date of Addendum: 06/07/2018**

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

1.0 Extension

1.1. Solicitation extended to a new closing date of Thursday, June 14, 2018 @ 2:00 PM.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____ 06-07-2018
Marty James, Buyer III
Purchasing Office, 512-974-3164
Date

ACKNOWLEDGED BY:

Rodney E. Ahart _____ _____ 6-7-18
Name Authorized Signature Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

KEEP AUSTIN BEAUTIFUL

Exhibit B

Authorized Negotiator

Contact Information

Name: Rodney Ahart
Title: Executive Director
Address: 55 North IH 35, Ste 215, Austin, TX 78702
Phone: 512-391-0617 x704

Exhibit B

Business Organization

Organization Information

Name: Keep Austin Beautiful Inc
Address: 55 North IH 35, Ste 215, Austin, TX 78702

Keep Austin Beautiful Inc operates as 501c3 nonprofit corporation, operating in Austin, Texas.

KEEP AUSTIN BEAUTIFUL

Exhibit B

Program Marketing Costs

Description	Expense
Online registration forms, email marketing, registration software, and web hosting fees	$785
Printing recognition banners for schools	$1,125
Printing brochures	$90
Creation, printing, and distribution of ad campaign materials	$4,000
Total	**$6,000**

Marketing & Outreach

Keep Austin Beautiful is confident in its ability to contact and secure schools to participate in ARR's Zero Waste Youth Education program.

Over the past six years, Keep Austin Beautiful has developed a robust database of teachers who continue to show interest in partnering with Keep Austin Beautiful for educational programming. Keep Austin Beautiful is regularly sought as a resource for environmental education presentations. Currently, Keep Austin Beautiful maintains a waitlist of schools that are interested in receiving these presentations for the upcoming school year. Along with previously participating schools, Keep Austin Beautiful also maintains a contact list with new school contact information to broaden our scope of outreach.

In order to promote Generation Zero and encourage school involvement, Keep Austin Beautiful will:

- distribute press releases at the launch of the program to garner interest.
- invite teachers who have previously participated in Generation Zero to register new classes.
- feature Generation Zero on the Keep Austin Beautiful website, in the monthly eNewsletter (distributed to 10,000 subscribers), and across social media accounts.
- distribute a program email and registration form to teachers, school administrators, PTA leaders, and district science, social studies, and curriculum coordinators to raise awareness of the program.
- promote Generation Zero in connection with other Keep Austin Beautiful programs including schools and youth groups utilizing Keep Austin Beautiful's event recycling bins, schools involved in the annual Longhorn Recycle Roundup recycling award, and schools participating in UT’s Bleed Orange Live Green.
- cross promote with other environmental organizations reaching schools and youth groups ie. Colorado River Foundation, Watershed Protection Department's lchthycide (middle school) and Hydrofiles (high school) participants, Texas Disposal System's school recycling partners, and EcoRise (high school sustainability initiatives).
- attend teacher trainings coordinated by ISDs within ARR’s service area.
- distribute informational education brochures at volunteer tabling events.
- distribute a media alert during the school year.

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

Registration Systems & Management

For the 2017-2018 school year, Keep Austin Beautiful received 113 requests for Generation Zero educational materials. This is in addition to the more than 100 requests received for other Keep Austin Beautiful education programming throughout the year. Management for this high volume of program requests is made possible by Keep Austin Beautiful's online registration system embedded directly on our website. This easy-to-use form gathers information regarding the school/organization, teacher, grade level, class size, and requested presentation dates. This registration process facilitates timely scheduling of presentations and serves as the basis for tracking school contact information. Template email responses for scheduling, following up with teachers, and setting presentation reminders also increase

efficiency. These emails are then tailored to address specific scheduling logistics and the interests of each individual school.

Through the registration and email scheduling process, Keep Austin Beautiful increases efficiency, while ensuring that presentations are scheduled within schools operating in ARR's service boundaries. Registration priority is given to schools located within ARR's hotspot zip codes in order to accommodate schools/organizations where recycling diversion rates are lower.

All of Keep Austin Beautiful's programs utilize similar practices to manage high volumes of volunteer registration. Keep Austin Beautiful has successfully used this method to register schools for Generation Zero, and will continue to employ the same procedures moving forward, while integrating new software to expedite the scheduling process. Examples of the school registration form and sample email response are attached.

Presentation

Generation Zero curriculum is divided into grade levels with a different emphasis for each segment. Keep Austin Beautiful lessons and activities are carefully tailored to be grade appropriate, and to address local relevancy and urban issues. In addition, the activities are designed to be presented on a class-by-class to meet the entire grade level, while addressing different learning styles. Spanish teaching guides are currently developed for K-2 lessons, and are being created for all grade-level presentations. For the upcoming school year, Keep Austin Beautiful aims to offer bi-lingual presentations when requested.

For the purposes of the Scope of Work, the presentation and design of youth programs has been presented by grade levels. Generation Zero presentations build in content and complexity for advanced grade levels providing a holistic approach of waste diversion while ensuring repeat students receive new content. Since all secondary schools will have both composting and recycling available on-campus beginning fall 2018, Keep Austin Beautiful will reinforce these developments by equipping students with the information and tools they need to embrace diversion practices. With the creation of take-home resources and materials to lead campus-wide campaigns, Generation Zero will help students make the connection with the new waste diversion systems coming to both their schools and neighborhoods.

On the ground, Generation Zero would look as follows:

K-2nd Grades: Compost Systems

Presentations and activities for kindergarten to second grade will emphasize types of cycles and differentiate living and nonliving items, while incorporating science Texas Essential Knowledge and Skills (TEKS). All K-2 lessons incorporate the use of songs in coordination with lessons.

- **Lesson 1: Diversion Dash –** During this lesson, students are introduced to Austin's Zero Waste Goal. This lesson explains the basic concepts of a city's solid waste collection system, including landfill disposal, organic compost, and recycling facilities. Students learn about what happens to their waste once it is collected from their curbside carts, and explains where to properly dispose of commonly found items. To emphasize comprehension, students practice their new skills in a team relay to sort recyclables and household products.
- **Lesson 2: Worm Pets –** Students learn about compost and decomposing organisms, with discussion of what types of items can be diverted to compost and how these items break down. This lesson is brought to life with students building their very own classroom vermicomposting system together. Through this, students take a closer look at the science of composting and observe worms in the process of decomposing food waste.

- **Lesson 3: Compost Critters –** Compounding on previous lessons, this presentation makes deeper connections about waste reduction through compost. Students learn about the different types of compost systems, including those that exist in their very schools. This lesson re-emphasizes sorting practices with the addition of composting, the role of decomposers, and the process of nutrient cycling.

3rd-5th Grades: Recycling Home Habits
Third through fifth grade classes will participate in lessons while meeting math TEKS state academic standards.

- **Lesson 1: Waste by the Numbers –** Investigate and describe the composition of a landfill through graphs and data. Students will learn about where their waste ends up, organize waste into broad categories, compile real data of waste consumption into pie and bar graphs, and use that information to estimate potential diversion rates for students to understand the idea of the Zero Waste Goal.
- **Lesson 2: Ready to Recycle –** Focused primarily on the concept of recycling, this presentation encourages students to explore how to properly sort different items according to their material makeup. Students are able to define single stream recycling, and learn the role of a Materials Recovery Facility. This lesson helps to connect what happens to recycled materials once they leave your curbside and the economics of recycling.
- **Lesson 3: Worm Wonders –** Students investigate decomposition and the organisms involved in decomposing food waste. They explore the concept of compost as a habitat, and are introduced to different types of compost systems. Through an interactive song, students identify fungus, bacteria, and invertebrates as primary decomposers.

6th-8th Grades
Middle schools interested in scheduling Generation Zero will participate in two classroom lessons.

- **Lesson 1: Waste Audit-** Students will perform an audit of the school's recycling to learn more about the types of waste generated. After sorting waste from their very schools, students will weigh the categories of trash and use their data to calculate what items could have been otherwise diverted from the landfill. This lesson can be repeated for students interested in exploring this further around their campus.
- **Lesson 2: Landfill Logic -** Students will investigate and describe the composition of a landfill. This lesson allows students to explore the history of waste management systems, as well as the current structure and impact of a landfill while building landfill models. Through this activity, the different build the layers that exist in landfills, and discuss the long-term sustainability of this form of waste management. To address sustainable waste diversion, students watch and discuss a video about a local recycling partner's recycling facility.
- **Take-Home Resources**: Students will receive a packet of zero waste resources that they can share with their families to encourage waste reduction practices at home. In partnership with Darlene Watkins Consulting, Keep Austin Beautiful is developing these tools and resources to emphasize personal actions outside of the classroom.

9th -12th Grades
At the high school level, Generation Zero blends social studies with science to take a comprehensive look at waste production, reduction, and diversion. Classes will complete two lessons, and support student efforts in coordination of a campus-wide campaign to truly understand the scope of a zero waste community.

- **Lesson 1: Waste Audit-** Students perform an audit of the school's waste to learn more about types of waste generated, amounts, and areas for improvement. Students will audit several bags of waste, record and graph the results. This lesson can precede or follow a more in depth look at landfills, recycling processes, and compost systems. Similar to the lesson for middle school students, this lesson is even more impactful to high school students, as the numbers are more meaningful with increased comprehension.
- **Lesson 2: Landfill Logic –** Students will investigate the composition of a landfill while constructing a model to learn more about the current methods of waste disposal. This lesson allows students to explore the current structure and impact of a landfill, while understanding how the Zero Waste Initiative reduces the need for landfills. High school students dive deeper into this activity using microeconomics to consider how recycling trends are a prime example of supply and demand. The lesson explains the concept of recycling as a commodity and addresses the sustainability of recycling practices.
- **Campus-Wide Campaign**- At the high school level, students become the lead for coordinating their campus engagement project. Creating an upcycled product from reused materials, organizing a zero waste awareness campaign, or using the results from the audit to educate peers and staff through PSA's or displays are all great options for a student driven project. EnviroMedia will be partnering with Keep Austin Beautiful to develop the tools and resources necessary for students to efficiently run their own zero waste campaign.

Activity Kits

All Generation Zero activities are packaged as activity kits for teachers, afterschool educators, and youth leaders to check out at no cost. Activity Kits are stocked with easy-to-follow lesson plans, background information, and all the supplies needed to complete the hands-on Generation Zero activities. The following kits are available for check out:

- **Recycle Relay** — Practice sorting trash and discover what makes up our waste-stream with this recycling relay game. Includes Waste by the Numbers extension activity where students build a bar graph depicting types of trash thrown away.
- **Compost Critters** — Explore the science of composting and investigate a vermicomposting bin for worms and other microbes.
- **Landfill Logic** — Compare and contrast characteristics of waste, what's in our trash, and how trash is processed in a landfill while building mini landfill models.
- **Waste Audit** — Conduct your own waste audit and discover how to better divert your trash.

By packaging the presentations, Activity Kits allow us to reach even more schools and organizations located throughout ARR's service area. Through this lendable resource, educators are able to easily check out supplemental activities, allowing lessons to be more accessible outside of the traditional presentations. Each kit is modeled to work well in a classroom setting, or with several small groups. All Activity Kit lesson plan guides and worksheets will be translated to Spanish.

The Generation Zero-specific Activity Kits are offered as part of a robust list of educational resources through the Keep Austin Beautiful website. Requests for Activity Kits are handled similarly to the process for school registration with an easy-to-use online form. This form is embedded directly on the Keep Austin Beautiful website, and all supplies can be picked up and dropped off at the office.

Additional Resources

Following classroom presentations, all teachers are offered a tool kit of additional resources to continue student awareness about zero waste. These resources include vermicomposting information, steps on how to check out Activity Kits, and extension activities. Extension activities include learning resources of different modalities such as books, games, songs, journaling activities, and crafts. Additional information for teachers includes access to an online resource managed by AISD with links to additional education materials and sustainability practices.

For teachers who are interested in diving deeper into these concepts, Keep Austin Beautiful will connect school administrators with the Assistant Diversion Manager to arrange a tour of Austin Recycle and Reuse Drop-off Center. Keep Austin Beautiful offers limited transportation support for middle and high schools interested in visiting the center.

All schools that participate in Generation Zero in-class presentations will be awarded a program banner to recognize their commitment to engaging students in zero waste initiatives. Additionally, participating schools become eligible to win awards, recognition, and prizes for their recycling efforts through our partnership with UT's Bleed Orange Live Green.

Timeline

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

From award date to October

- Meet with ARR committee to review the contract*
- Meet with ARR committee to review program logo and branding pieces*
- Meet with ARR committee to review curriculum development and revisions*
- Refine presentation and activities - edits to the presentation outline as requested by ARR*
- Perform presentation to ARR committee for approval*
- Develop and review outreach and marketing materials to promote Generation Zero*
- Distribute press releases to announce the launch of the program*
- Provide content to feature Generation Zero on ARR and Keep Austin Beautiful websites including providing online registration form*
- Announce Generation Zero in the Keep Austin Beautiful eNewsletter, education mailing list, and on social media
- Milestone (September 30, 2018): 100 schools contacted to participate in Generation Zero

October to July

- Confirm school registration list and schedule presentations
- Lead Generation Zero presentations
- Solicit and compile presentation evaluations
- Track number of schools reached and participating number of students
- Market Activity Kits to general education groups and any waitlisted schools
- Provide monthly reports on the program to ARR
- Feature photos from presentations on the Keep Austin Beautiful website and on social media
- Offer schools opportunities for involvement in other Keep Austin Beautiful recycling resources
- Milestone (December 31, 2018): 5,500 youth educated through Generation Zero
- Milestone (July 31, 2018): 15,000 youth educated through Generation Zero
- Distribute a media alert during the school year

Waste by the Numbers

Core Activity

Activity Summary:
Investigate and describe the composition of a landfill through graphs and data. Students will learn about where their waste ends up, organize waste into broad categories, compile real data of waste consumption into pie and bar graphs, and use that information to estimate potential diversion rates.

UNIT: Generation Zero

GRADES: 3rd – 5th

MATERIALS:
- 6 Pie Chart Posters
- 6 bags containing
  - Bar graph key card sets
  - Sets of chips color coded to align with waste chart
  - Dry erase marker
  - T-shirt rag
- 6 calculators
- Bag of extra chips
- Bag of extra dry erase markers
- Pre-Knowledge Assessments

TIME REQUIRED: 45 minutes

OBJECTIVES:
Students will be able to:
- Describe the composition of waste and where it goes.
- Utilize data to create and interpret graphs about the waste stream.
- Define the Zero Waste Initiative.
- Identify how recycling and composting can reduce waste

TEKS CORE CONCEPTS:
See Instructor Resources

Set-Up *(5 min)*

1. Make sure you have access to a white board or something similar.

Introduction and Pre-Test *(5 min)*

1. Walk in and introduce yourself. *Hi! My name is (blank), and I will tell you more about myself in a minute. First, I want to do a quick activity with you. This activity is not for a grade, it's just to see how much you already know about what I'm going to talk about. This is a solitary activity. I want to know what YOU know, not your neighbor.* Pass out the knowledge assessment. Give students no more than 5 minutes to complete the activity.
2. Introduce yourself and Keep Austin Beautiful. *My name is (blank) and I work for a place called Keep Austin Beautiful. Have you ever heard of Keep Austin Beautiful before? What do you think we do at Keep Austin Beautiful?* Common answers and prompting questions:
   a. Clean up the city (Pick up trash) – *How do you keep the city clean?*
   b. Make the city more beautiful (Plant flowers, trees, gardens) – *What would your parents do if they wanted to make your yard more beautiful?*
   c. Teach others how to recycle and compost – *I have the same job as (insert teacher's name). What is that?* Teacher. *I'm here to teach you about trash, recycling, and compost. I'm going to come a total of three times and we're going to have a lot of fun while we learn about those things. How does that sound?*
3. Preface what they will learn today: Today we are going to learn about the types of waste we throw away.

What IS a Landfill? (*10 min*)

1. Begin asking students about waste. *What is **trash**?* Stuff we don't use anymore, gross stuff, old things, etc.
2. *Where does trash go when we throw it away?* **Dump**, **landfill**.

- *What is the difference between a dump and a landfill?* A dump is a big pile of trash (it goes up). A landfill is a hole in the ground they fill with trash (it goes down). Draw a diagram of both on the board. **See Instructor Resources for full diagram.**
- *Which one is better for the environment?* Landfill. Discuss environmental differences between a dump and a landfill. Add to the drawn diagram as you speak.

    i. *What happens when the wind blows?* Trash blows everywhere at a dump, but a landfill is more protected.
    ii. *What about the rain?* Trash can wash away easier at a dump.
    iii. *Do you think they both smell? What is going to be attracted to that smell?* All kinds of animals.
  - Explain a landfill as a space that has many layers to protect the ground. *Have you ever left your trash bag sitting for too long? What gathers at the bottom?* Liquid. *Where does that liquid go in the landfill or dump?* Down into the aquifer. *A landfill has many protecting layers to help keep the trash contained.*
3. Introduce the "4lbs." of trash per person concept.
  - *How much trash do you think the average person makes in one day?* 4 pounds.
  - *How many students are in the class?* 16-22.
  - *If we multiply that by four, how much trash does the class make every day?* 80lbs
  - Ask for a student volunteer to represent 80 pounds. *Let's pretend he/she weighs 80 pounds. How many of them would it take to fill this classroom?* Roughly 100-200 days
  - *What if we included the whole school? The whole city? How long would it take to fill this classroom then?*
4. As the landfill fills up, discuss the potential for lack of space and need to find a new place for trash. *Even though landfills are better than dumps, they're still not great for the environment. They take up a lot of space. We are going to work on putting less in the landfill. To do that, we are going to answer the question, "What's in a Landfill?"*

What's in a Landfill? *(15 minutes)*

1. *Name one thing you've thrown away recently.* Go around the room and give every student a chance to answer. Write the items on the board. Guide students to add answers that cover all of the categories of the activity. Commonly missed answers:
  - *What if one day this sweet student right here gets really angry, turns into the hulk and smashes this desk. Would we throw it away?* Desk. Category: Wood
  - *Do any of you do chores in your yard?* Cut grass, rake leaves. Category: Yard Trimmings
  - *Do you like pickles? What do pickles come in?* Jar. Category: Glass
  - *Do you guys get holes in your socks?* Socks. Category: Clothing
  - *Do you have a baby sibling? What do they make a lot of?* Diapers. Category: Other
2. Discuss categorizing the items to have a better idea of what we throw away.
  - *We could list items all day, but which is easier, a whole list of trash items or nine categories of trash?* Categories.
  - *Let's come up with some good categories, so that anything else we could think of will fall into one of them. Do you see anything in common with these items on the board?*
  - Categories: Paper and paperboard, food scraps, plastic, metal, glass, wood, other, yard trimmings, and rubber, leather and textiles.
3. Preface we are going to do an activity. Pull out an activity bag. *In this bag, we have the answer to the question, "What's in a Landfill?". You guys are going to figure out the answer now.* Instructions:
  - When you get your bag, pull out the marker and rag and set it to the side.
  - Pull out the category cards and set aside the chips.

- Line the cards up along one edge of their table with the color facing in. Show the students an example of this.
- Put them in order from what you think we throw away from the most to the least.
- Once you begin, those cards should not be moved.
- After you have decided on the order of the cards, lay out your chips across the table in line with the colored boxes. Match the colors to the categories.
- When you're finished, sit down and wait for instructions.

4. Divide students into 5-6 groups. Distribute an activity bag to each group. Have students do the activity.
5. Ask students about the resulting graph.
    - *What did we just make?* A bar graph!
    - *What does it show us?* How much of each category we throw away.
    - *What is a bar graph really good for?* Comparing and contrasting.
6. Ask several data interpreting questions and offer time for groups to find the answers. Be sure to follow up with "how do you know that" and look for responses that justify the critical thinking behind their answers.
    - *What kind of trash do we produce the most of?* Paper
    - *What kind of trash do we produce the least of?* Other
    - *Do we produce more or less plastics than metal?* Plastic > metal
    - *Do we produce more or less food scraps than paper?* Food scraps < paper
    - *Which material is greater than plastics but less than food scraps?* Yard trimmings

Waste by the Numbers (15 min)

1. Hold up a Pie Chart for the class. *What is this called?* A pie chart. *Bar graphs are good for comparing and contrasting, but pie charts are good for showing how much each part makes up of the total. Do you think the information in your pie chart and my bar graph are the same?*
2. Explain next step. *Each of you are going to get one of these charts. I want you to count up the number of chips in each color and write the number in the corresponding color on the chart. Check your numbers with me before adding up the total and writing it on the bottom.*
3. Pass out a Pie Chart handout to each group so students can count the number of chips in each group and record with the dry-erase marker the number on the correct pie slice
4. Check each group's numbers to be sure they are correct. Recount for errors and check the floor for fallen chips.
    - Numbers starting at Other and moving counter-clockwise: 3, 4, 6, 9, 9, 13, 14, 15, 27
5. Once the numbers are correct, have students carefully add up the total and write the answer on the chart. If needed, provide calculators to assist with the totaling.
    - Some students may connect that it will equal 100 since the pie chart represents a whole. Encourage this line of thought for 5th graders.
    - Students should clean up their area, but not erase their charts once they have the correct total.
6. Explain how each number of chips per color represents a part of a whole.
    - *How many chips were there total?* 100
    - *How many white chips were there?* 27. Be sure to write the 27 above the 100.
    - *How much does the paper make up out of the total? How is this written mathematically?* Fraction. 27/100.

7. Demonstrate how fractions can also be represented as decimal and then as percentages. Illustrate this on the board. Model this with several different categories.
    - *What is another way of writing a fraction?* Decimals. 0.27.
    - *Is there another way?* Percentages. 27%
    - Practice writing the fractions, decimals, and percentages for several other categories.
    - Note that 3rd grade covers fractions, 4th grade some decimals, and 5th grade percentages.
8. Cleanup:
    - Have remaining students carefully put the chips, cards, and markers in the bags; checking the floor for any fallen items.
    - Have students erase their pie charts and assign a student to collect the charts and calculators.

Austin's Zero Waste (5 min)

1. Using instructor pie chart, have the class determine which categories can be recycled or composted.
    - *Do all of these items have to go into the landfill? Which categories can we send elsewhere?* Go category by category and mark each as Compostable, Recyclable, or Landfill as follows:
    - Metals, Glass - Recyclable
    - Food Scraps, Yard trimmings - Compostable
    - Paper – Compostable and Recyclable
    - Plastic – Recyclable (With advanced students note 2% of plastics are Landfill trash only)
    - Rubber/Leather/Textiles – Most can be reused in some way
    - Wood, Other – Mostly landfill, though some can be recycled in a special place.
2. *We're only left with Wood and Other. How much does Wood equal?* 6% *How about Other?* 3% *How much is 6 + 3?* 9. *That's all we should be putting in the landfill. How much should we NOT be putting in the landfill?* 91%
3. Introduce the City of Austin's Zero Waste Initiative.
    - Goal in Austin to divert 90% of our waste from the landfills by year 2040.
4. *Is it possible to meet the Zero Waste Goal?*
    - Yes! We just need to learn how to compost and recycle as best as possible.
5. Preface upcoming lesson – Recycling!
6. **CHALLENGE students to check their trash can and see what they throw away the most.**

Next Steps: See Supplemental Activities

Waste by the Numbers

TEKS (3rd – 5th)

3rd Grade Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following school and home safety procedures and environmentally appropriate practices. The student is expected to:

(B) make informed choices in the use and conservation of natural resources by recycling or reusing materials such as paper, aluminum cans, and plastics.

(2) Scientific investigation and reasoning. The student uses scientific inquiry methods during laboratory and outdoor investigations. The student is expected to:

(A) plan and implement descriptive investigations, including asking and answering questions, making inferences, and selecting and using equipment or technology needed, to solve a specific problem in the natural world;

(B) collect data by observing and measuring using the metric system and recognize differences between observed and measured data;

(C) construct maps, graphic organizers, simple tables, charts, and bar graphs using tools and current technology to organize, examine, and evaluate measured data;

(D) analyze and interpret patterns in data to construct reasonable explanations based on evidence from investigations;

(F) communicate valid conclusions supported by data in writing, by drawing pictures, and through verbal discussion.

(3) Scientific investigation and reasoning. The student knows that information, critical thinking, scientific problem solving, and the contributions of scientists are used in making decisions. The student is expected to:

(B) draw inferences and evaluate accuracy of product claims found in advertisements and labels such as for toys and food;

(7) Earth and space. The student knows that Earth consists of natural resources and its surface is constantly changing. The student is expected to:

(D) explore the characteristics of natural resources that make them useful in products and materials such as clothing and furniture and how resources may be conserved.

Social Studies:

(4) Geography. The student understands how humans adapt to variations in the physical environment. The student is expected to:

(D) describe the effects of human processes such as building new homes, conservation, and pollution in shaping the landscape; and

(12) Citizenship. The student understands the impact of individual and group decisions on communities in a constitutional republic. The student is expected to:

(A) give examples of community changes that result from individual or group decisions;

(B) identify examples of actions individuals and groups can take to improve the community; and

Waste by the Numbers

TEKS (3rd – 5th)

Mathematics:

(1) Mathematical process standards. The student uses mathematical processes to acquire and demonstrate mathematical understanding. The student is expected to:

(A) apply mathematics to problems arising in everyday life, society, and the workplace;

(B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution and evaluating the problem-solving process and the reasonableness of the solution;

(C) select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems;

(D) communicate mathematical ideas, reasoning, and their implications using multiple representations, including symbols, diagrams, graphs, and language as appropriate;

(3) Number and operations. The student applies mathematical process standards to represent and explain fractional units. The student is expected to:

(A) represent fractions greater than zero and less than or equal to one with denominators of 2, 3, 4, 6, and 8 using concrete objects and pictorial models, including strip diagrams and number lines;

(C) explain that the unit fraction $1/b$ represents the quantity formed by one part of a whole that has been partitioned into b equal parts where b is a non-zero whole number;

(D) compose and decompose a fraction a/b with a numerator greater than zero and less than or equal to b as a sum of parts $1/b$;

(8) Data analysis. The student applies mathematical process standards to solve problems by collecting, organizing, displaying, and interpreting data. The student is expected to:

(A) summarize a data set with multiple categories using a frequency table, dot plot, pictograph, or bar graph with scaled intervals

Waste by the Numbers

TEKS (3rd – 5th)

4th Grade Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations, following home and school safety procedures and environmentally appropriate and ethical practices. The student is expected to:

(B) make informed choices in the use and conservation of natural resources and reusing and recycling of materials such as paper, aluminum, glass, cans, and plastic.

(2) Scientific investigation and reasoning. The student uses scientific inquiry methods during laboratory and outdoor investigations. The student is expected to:

(A) plan and implement descriptive investigations, including asking well-defined questions, making inferences, and selecting and using appropriate equipment or technology to answer his/her questions;

(B) collect and record data by observing and measuring, using the metric system, and using descriptive words and numerals such as labeled drawings, writing, and concept maps;

(C) construct simple tables, charts, bar graphs, and maps using tools and current technology to organize, examine, and evaluate data;

(D) analyze data and interpret patterns to construct reasonable explanations from data that can be observed and measured;

(F) communicate valid, oral, and written results supported by data.

(3) Scientific investigation and reasoning. The student uses critical thinking and scientific problem solving to make informed decisions. The student is expected to:

(B) draw inferences and evaluate accuracy of services and product claims found in advertisements and labels such as for toys, food, and sunscreen;

(5) Matter and energy. The student knows that matter has measurable physical properties and those properties determine how matter is classified, changed, and used. The student is expected to:

(A) measure, compare, and contrast physical properties of matter, including size, mass, volume, states (solid, liquid, gas), temperature, magnetism, and the ability to sink or float;

(7) Earth and space. The students know that Earth consists of useful resources and its surface is constantly changing. The student is expected to:

(C) identify and classify Earth's renewable resources, including air, plants, water, and animals; and nonrenewable resources, including coal, oil, and natural gas; and the importance of conservation.

Social Studies:

(9) Geography. The student understands how people adapt to and modify their environment. The student is expected to:

Waste by the Numbers

TEKS (3rd – 5th)

(A) describe ways people have adapted to and modified their environment in Texas, past and present, such as timber clearing, agricultural production, wetlands drainage, energy production, and construction of dams;
(B) identify reasons why people have adapted to and modified their environment in Texas, past and present, such as the use of natural resources to meet basic needs, facilitate transportation, and enhance recreational activities; and
(C) compare the positive and negative consequences of human modification of the environment in Texas, past and present, both governmental and private, such as economic development and the impact on habitats and wildlife as well as air and water quality.

Mathematics:

(1) Mathematical process standards. The student uses mathematical processes to acquire and demonstrate mathematical understanding. The student is expected to:
(A) apply mathematics to problems arising in everyday life, society, and the workplace;
(B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution;
(C) select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems;
(E) create and use representations to organize, record, and communicate mathematical ideas;

(2) Number and operations. The student applies mathematical process standards to represent, compare, and order whole numbers and decimals and understand relationships related to place value. The student is expected to:
(G) relate decimals to fractions that name tenths and hundredths; and

(3) Number and operations. The student applies mathematical process standards to represent and generate fractions to solve problems. The student is expected to:
(A) represent a fraction a/b as a sum of fractions $1/b$, where a and b are whole numbers and $b > 0$, including when a > b;
(B) decompose a fraction in more than one way into a sum of fractions with the same denominator using concrete and pictorial models and recording results with symbolic representations;
(C) determine if two given fractions are equivalent using a variety of methods;

(9) Data analysis. The student applies mathematical process standards to solve problems by collecting, organizing, displaying, and interpreting data. The student is expected to:
(A) represent data on a frequency table, dot plot, or stem-and-leaf plot marked with whole numbers and fractions; and

Waste by the Numbers

TEKS (3rd – 5th)

5th Grade Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following home and school safety procedures and environmentally appropriate and ethical practices. The student is expected to:

(B) make informed choices in the conservation, disposal, and recycling of materials.

(2) Scientific investigation and reasoning. The student uses scientific methods during laboratory and outdoor investigations. The student is expected to:

(D) analyze and interpret information to construct reasonable explanations from direct (observable) and indirect (inferred) evidence;

(G) construct appropriate simple graphs, tables, maps, and charts using technology, including computers, to organize, examine, and evaluate information.

(5) Matter and energy. The student knows that matter has measurable physical properties and those properties determine how matter is classified, changed, and used. The student is expected to:

(A) classify matter based on physical properties, including mass, magnetism, physical state (solid, liquid, and gas), relative density (sinking and floating), solubility in water, and the ability to conduct or insulate thermal energy or electric energy;

(9) Organisms and environments. The student knows that there are relationships, systems, and cycles within environments. The student is expected to:

(C) predict the effects of changes in ecosystems caused by living organisms, including humans, such as the overpopulation of grazers or the building of highways

Mathematics:

(1) Mathematical process standards. The student uses mathematical processes to acquire and demonstrate mathematical understanding. The student is expected to:

(A) apply mathematics to problems arising in everyday life, society, and the workplace;

(B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution;

(C) select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems;

(D) communicate mathematical ideas, reasoning, and their implications using multiple representations, including symbols, diagrams, graphs, and language as appropriate;

(E) create and use representations to organize, record, and communicate mathematical ideas;

(F) analyze mathematical relationships to connect and communicate mathematical ideas; and

Waste by the Numbers

TEKS (3rd – 5th)

(2) Number and operations. The student applies mathematical process standards to represent, compare, and order positive rational numbers and understand relationships as related to place value. The student is expected to:

(A) represent the value of the digit in decimals through the thousandths using expanded notation and numerals;

(9) Data analysis. The student applies mathematical process standards to solve problems by collecting, organizing, displaying, and interpreting data. The student is expected to:

(A) represent categorical data with bar graphs or frequency tables and numerical data, including data sets of measurements in fractions or decimals, with dot plots or stem-and-leaf plots;

(C) solve one- and two-step problems using data from a frequency table, dot plot, bar graph, stem-and-leaf plot, or scatterplot.

(3) Number and operations. The student applies mathematical process standards to develop and use strategies and methods for positive rational number computations in order to solve problems with efficiency and accuracy. The student is expected to:

(J) represent division of a unit fraction by a whole number and the division of a whole number by a unit fraction such as 1/3 ÷ 7 and 7 ÷ 1/3 using objects and pictorial models, including area models;

Waste by the Numbers

Background Information

ADDITIONAL INFORMATION

- EPA Site About Landfills www.epa.gov/wastes/nonhaz/municipal/landfill.htm
- City of Austin Resource Recovery Recycling Guide: http://austintexas.gov/what-do-i-do

Municipal Solid Waste (MSW): What is it?

In 2014, Americans generated approximately 258 million tons of trash and recycled and composted over 89 million tons of this material, equivalent to a 34.6 percent recycling rate. On average, we recycled and composted 1.5 pounds out of our individual wasted generation of 4.4 pounds per person per day. (Source: epa.gov) Municipal solid waste is made up of the things we commonly use and then throw away. These include packaging, food scraps, grass clippings, sofas, computers, tire and appliances. This trash does not include industrial, hazardous or construction waste. Municipal waste may also include sludge and septic waste. (Source: epa.gov)

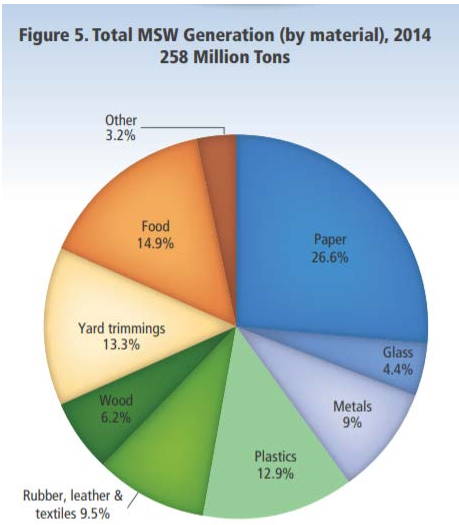
Municipal Solid Waste in Texas

According to the Texas Natural Resource Conservation Commission, Texans dispose of approximately 21 million tons of municipal solid waste per year and pay more than $1 billion each year for the management of municipal solid waste. A study conducted for the Texas Water Commission (now the Texas Natural Resource Conservation Commission), found 63% of the MSW generated in Texas is residential and 37 percent is commercial or institutional. Municipal solid waste is disposed of through landfills, incineration, waste-to-energy facilities, and land application (for sludge). Recycling and composting are also used to manage municipal solid waste. In Texas as in most other places in the U.S., landfill disposal is still the predominant method of solid waste management.

An average Texan generates about a pound more per day of municipal solid waste than the national average of 4.4 pounds per person per day. The discrepancy between the amount of solid waste generated and the amount disposed of is due to several factors, including the use of recycling and composting. According to the Texas Natural Resource Conservation Commission, if the total amount of all types of waste - including construction, demolition debris and sludge - received by municipal solid waste facilities in Texas is considered, the per capita disposal rate is to about 6.7 pounds per day. So we have our work cut out for us! (Source: Texas Natural Resource Conservation Commission, Municipal Solid Waste Division)

Categories of Waste

There are about 3,000 active landfills in the United States and they are filling up fast. What is it that is filling up our landfills? Half of the waste that goes into landfills is packaging! The EPA conducts annual studies to identify the composition of the American Municipal Solid Waste.



Interpreting Graphs and Charts

Graphs and charts display data so that it can be easily understood. You can use graphs and charts to compare sets of data. A bar graph uses bars to show data. The bars on a bar graph can be horizontal or vertical. A pie chart is a circular graph which visually represents percentages or proportions. For this lesson the composition of trash will be illustrated in both a bar graph and a pie chart.

Waste by the Numbers

Background Information

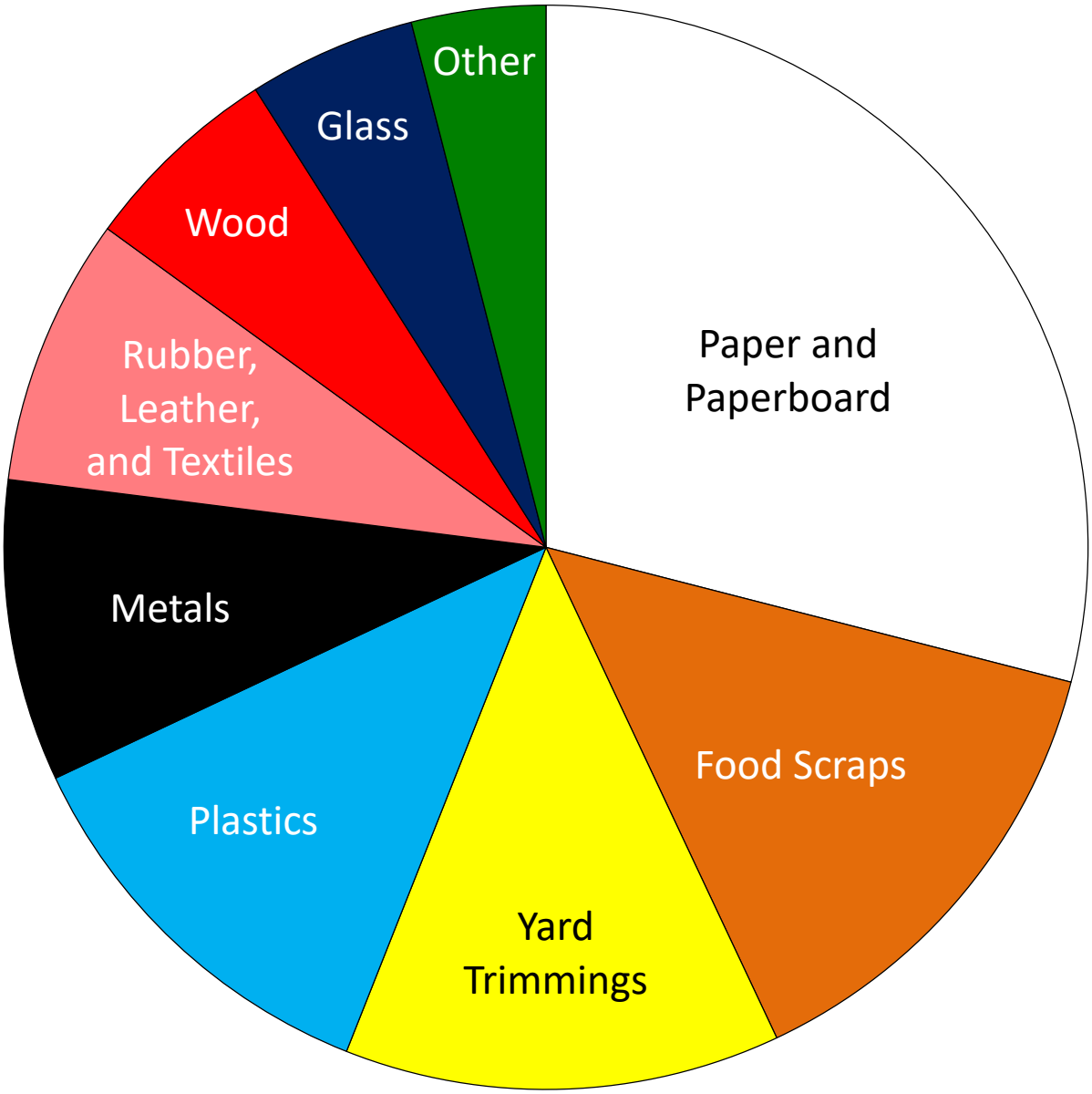
Austin's Single Stream Recycling
As residents, it is our job to separate the recyclables from landfill waste and make sure to get it the curb on the appropriate pick up day. The City of Austin offers a single-stream recycling program, so all recyclables go in a 90-gallon blue cart that is collected every other week.

Austin's Zero Waste Initiative
By 2040, the City of Austin hopes to divert or "recover" 90% of all waste. This initiative has been adopted by one or more cities in California, New York, Colorado, Texas, Washington, North Carolina, and Hawaii. The goal of Zero Waste is to systematically eliminate waste in a landfill by changing the production, distribution, and processing of materials, providing comprehensive collection of refuse, and reclaiming waste into usable resources. Zero Waste implementation also eliminates environmental hazards of waste in natural environments such as groundwater, soil, and air pollution.

On the residential side of Zero Waste, Austin hopes to implement a 3 bin collection system: organics, recyclables, and landfill trash. The City is also discussing plans to build a complex drop off center for all waste products: household hazardous waste (paint, lawn chemicals), bulk material appliances, single stream recyclables, and organics. The facility will provide all residents and small businesses from any area of Austin a central location to dispose of materials. Above all, public education on resources and proper disposal methods will allow many more materials to be recovered.

Trash/Waste/Solid Waste	Any unwanted or discarded material that is considered useless.
Landfill	A carefully engineered site for the safe disposal of solid waste. Modern landfills are equipped with collection systems for groundwater contaminants, methane gas controls and environmental monitoring systems.
Recycling	The collection and reprocessing of a material for use in the in manufacturing of a new product.
Single Stream Recycling	A type of recycling program where people can throw mixed items in one bin such as paper, plastic, cardboard, and glass.
Bar Graph	Uses horizontal or vertical bars to visually represent percentages or proportions.
Pie Chart/Graph	A circular graph which visually represents percentages or proportions.

What's in a Landfill?



Total:_____

GENERATION ZERO
Leaders of a WASTE-FREE AUSTIN

Recycling and Waste Audit

Core Activity

Activity Summary:
Perform an audit of the school's waste to learn more about types of waste generated, amounts, and areas for improvement. Students will audit several bags of waste, record and graph the results, and compare their sample to national data. This lesson can precede or follow a more in depth look at landfills, recycling processes, and compost systems.

UNIT: Generation Zero

GRADES: 6th – 12th

MATERIALS:
- 6 Scales
- 6 Aprons
- 6 Tongs
- 6 goggles
- 6 buckets
- 1 Box of gloves per 50ppl
- Trash bags
- Recycling bags
- 6 dry erase boards
- 6 dry erase markers
- 6 tarps
- Waste bags (collect on site)
- 6 tally sheets
- Hand sanitizer
- Cleaning supplies: spray/paper towels

TIME REQUIRED: 50-75 mins

OBJECTIVES:
Students will be able to:
- Conduct an effective and accurate waste audit.
- Calculate amounts of waste generated at the school.
- Compare/Contrast findings to national average

TEKS CORE CONCEPTS:
See Teacher Resources

Before beginning - it is important to note that a Recycling Audit or Classroom Waste Audit is the best introduction to this process. Composting Audits and Cafeteria Audits with food heavy waste can be quite a bit messier and are best done after first having completed a Recycling or Classroom Waste Audit.

Set-up *(10-15 min)*

1. Choose Audit Type: Classroom Waste, Recycling Bin, Compost Bin or Cafeteria Waste
2. Identify the number of bags needed. One bag per 4-6 students per class. Bags can be reused for each classed for ease.
3. To get the waste necessary to do the audit, coordinate at least one week beforehand. Sometimes, teachers are able coordinate with the custodial staff to have them collect trash from the classrooms. Emphasize that trash should not be more than 24 hours old when the Audit starts. Decomposition happens quickly and old trash can be much more hazardous. Steer clear of Bathroom trash bags.
   a. Recycling – Collect from recycling dumpster (on your own) or classroom recycling collection bins (ask custodians to hold for up to 48 hours).
   b. Classroom Waste – custodians collect from classrooms and hold for up to 24 hours.
   c. Composting – Collect from Compost Dumpster (on your own but be careful to get fresh bags) or from composting collection bins (ask custodians to hold for up to 24 hours).
   d. Cafeteria Waste – Ask custodians to hold trash for no more than 24 hours.
4. Once you have collected your waste, find an outdoor space where you can set out the tarps, scales, and other materials. Alternatively, a classroom setting works as well if you have access beforehand.

Introduction and Pre-Test *(10 min)*

2. Walk in and introduce yourself. *Hi! My name is (blank), and I will tell you more about myself in a minute. First, I want to do a quick activity with you. This activity is not for a grade, it's just to see how much you already know about what I'm going to talk about. This is a solitary activity. I want to know what YOU know, not your neighbor.*

Pass out the knowledge assessment. Give students no more than 5 minutes to complete the activity.

3. Introduce yourself and Keep Austin Beautiful. *My name is (blank) and I work for a place called Keep Austin Beautiful. Have you ever heard of Keep Austin Beautiful before? What do you think we do at Keep Austin Beautiful?* Common answers and prompting questions:
    a. Clean the city (Pick up trash) – *How do you keep the city clean?*
    b. Make the city more beautiful (Plant flowers, trees, gardens) – *What would your parents do if they wanted to make your yard more beautiful?*
    c. Teach others how to recycle and compost – *I have the same job as (insert teacher's name). What is that?* Teacher. *I'm here to teach you about trash, recycling, and compost. I'm going to come a total of three times and we're going to have a lot of fun while we learn about those things. How does that sound?*
4. Preface what they will learn today: *Today we are going to learn about what we throw away in our trash.*

What's an audit? *(5 min)*

1. Ask the students about waste. *What is waste?* Stuff we don't use anymore, gross stuff, old things, etc.
2. *Where does trash go when we throw it away?* **Dump**, **landfill**.
3. *Do you think about the trash after you've tossed it?*
4. Share with the students that today they will be performing an audit of their school's (fill in Audit type) waste-stream.
    - *What does the word audit mean?* An **audit** is "conducting a systematic review of" a particular thing. If they don't know, relate it to a tax audit.
    - *If that's what an audit is, what do you think a waste audit is? What about a (insert type) Audit?*
5. Brainstorm about how the audit should be conducted to make it the most effective.
    - *Should they record every piece of trash they find?* No.
    - *Should they come up with categories?* Yes.
    - *What are some categories they might find?* Brainstorm as a class, guiding them to use the following categories: paper, plastic, metal, glass, food, other.

Auditing Their Waste *(25 minutes)*

1. Explain that they will now head outside to audit a couple of (trash or recycling) bags that have been collected and kept from the dumpster. Remind them that they are collecting important information so to NOT ERASE THEIR DATA until otherwise instructed. Their instructions, which should be explained before they begin, are as follows:
    - Split into groups of 4-6 (depending on class size)
    - When you get outside, every student should grab a pair of gloves and head with their group to tarp where a bag of waste* and their supplies will be waiting. Each tarp should have: a scale, pair of tongs, apron, pair of goggles, a tray, a whiteboard (w/columns), and a dry-erase marker. Tell students to keep their hands off of the equipment until their roles have been assigned and they've been given the go-ahead.

- Assign one student from each group to be the waste manager and put on the apron and goggles. Next assign a weight manager and information recorder. Everyone else will help sort the waste as the waste manager removes it from the bag.
- Instruct the weight manager to turn their scales, adjust the unit so they are set to grams, and tare them with the bucket/tray on top.
- Once they begin, students should then split their waste up into the categories outlined above. Weigh each group and record the total weight in grams on the tally sheet under the appropriate column. Again, make sure they hold on to their data for the next part of the activity.
- Once finish, return waste to the trash bag once complete.
- If bags will not be reused for another class, students should sort their waste into recycling and landfill bags. Set aside a few minutes to explain what can be recycled/composted, and have students sort their waste into recycling, landfill, and compost bags.
- Clean their area when they're finished, throw away gloves, and wait until all the groups are ready.
- Assist with groups as needed. Once everyone is finished or your time is up, head back inside.

Reporting Back *(5 minutes)*

1. Have students sit back down at their desks after returning to the room.
2. Write the six categories on the board (paper, plastic, metal, glass, food, and other). Go around the room and have one student from each group report to you about how much of each category they found in their waste. Write these numbers on the board and then have the students total them so that you have the total amount in grams from the whole class for each category. (Can have different groups work on different categories when adding up)
3. Prompt students: *What is a tool we can use to visualize our data/compare and contrast our totals?* Bar graph.
4. Create a bar graph on the whiteboard as a class, using the totals. Depending on time, have students come up and draw in columns. Could ask students to create their own bar graphs using their whiteboards, also depending on age group and time.
5. Discuss the graph.
    - *What did you find the most of? The least?*
    - *Were any of these results surprising?*
    - *Do the largest categories make sense based off your location? How might the contents change in a different location?*
    - *Does the school need to be doing a better job at _____(recycling, composting, general sorting)?*
6. If time permits, this is a great jumping off point for brainstorming solutions and ideas.

Recycling and Waste Audit

Core Activity

Waste by the Numbers (10 Minutes) *Optional if working with long periods. Alternatively, this section can be the intro for the next lesson.*

1. Preface we are going to do an activity to compare what we found at our school to what is thrown away on average across the United States. Pull out an activity bag. Give clear instructions before passing out materials.
2. Instructions:
    - When you get your bag, pull out the marker and rag and set it to the side.
    - Pull out the category cards and set aside the chips.
    - Line the cards up along one edge of their table with the color facing in. Show the students an example of this.
    - Once you begin, those cards should not be moved.
    - Lay out your chips across the table in line with the colored boxes. (Could also choose to stack the chips to make a 3-dimensional graph) Match the colors to the categories.
    - When you're finished, sit down and wait for instructions.
3. Divide students into 5-6 groups (likely just keep them in their table groups). Distribute an activity bag to each group. Have students do the activity.
4. Ask students about the resulting graph with several data interpreting questions and compare these findings with the waste audit findings:
    - *What kind of trash do we produce the most of?*
    - *How did this compare to our waste audit?*
    - *Are there any surprising comparisons?*

Waste by the Numbers – Pie Chart **(5 minutes)**

1. Hold up the corresponding Pie Chart for the class. *What is this called?* A pie chart. *Bar graphs are good for comparing and contrasting, but pie charts are good for showing how much each part makes up of the total. Do you think the information in your pie chart and my bar graph are the same?*
2. For time saving, ask students to explain how we could show the bar graph info on a pie chart – count each color of chips and compare to the total number of chips. Explain since there are 100 chips, we can convert to percentages easily. *How would we generate percentages / a pie chart for the data we collected during our waste audit?*
3. Fill in the pie chart as a class according to numbers of chips per category.
4. If time, practice some fraction to percentage conversions.
5. Discuss:
    - *How is this pie chart helpful? What can it tell us that a bar graph cannot?*
    - *Why is all of this info important to know?*
6. Let students know that we will be revisiting this pie chart during the next visit.
7. Have students carefully put the chips, cards, and markers in the bags; checking the floor for any fallen items. Have students erase their dry erase boards and assign a student to collect the boards and bags.

Recycling and Waste Audit

Core Activity

Conclusion (*5 minutes*)

1. Introduce the City of Austin's Zero Waste Initiative. Goal in Austin to divert 90% of our waste from the landfills by year 2040.
2. Share that as of Fall of 2018, every AISD school has recycling and composting services and that their school has an opportunity to utilize this resource to make a big difference in Austin!
3. Ask how we can work to meet the goal? Recycling, composting, reusing
4. Ask if they think it is possible to meet the Zero Waste Goal?
    - Yes! We just need to learn how to compost and recycle as best as possible.
    - Share that that is just what the next visit is about.
5. **CHALLENGE students to think before they toss and to see what they throw away the most**

Next Steps: See Supplemental Activities

Waste Audit

TEKS (High School)

Science:

Environmental Systems, Beginning with School Year 2010-2011 (One Credit).

(1) Scientific processes. The student, for at least 40% of instructional time, conducts hands-on laboratory and field investigations using safe, environmentally appropriate, and ethical practices. The student is expected to:

(A) demonstrate safe practices during laboratory and field investigations, including appropriate first aid responses to accidents that could occur in the field such as insect stings, animal bites, overheating, sprains, and breaks; and

(B) demonstrate an understanding of the use and conservation of resources and the proper disposal or recycling of materials.

(2) Scientific processes. The student uses scientific methods during laboratory and field investigations. The student is expected to:

(B) know that scientific hypotheses are tentative and testable statements that must be capable of being supported or not supported by observational evidence. Hypotheses of durable explanatory power which have been tested over a wide variety of conditions are incorporated into theories;

(E) follow or plan and implement investigative procedures, including making observations, asking questions, formulating testable hypotheses, and selecting equipment and technology;

(F) collect data individually or collaboratively, make measurements with precision and accuracy, record values using appropriate units, and calculate statistically relevant quantities to describe data, including mean, median, and range;

(G) demonstrate the use of course apparatuses, equipment, techniques, and procedures, including meter sticks, rulers, pipettes, graduated cylinders, triple beam balances, timing devices, pH meters or probes, thermometers, calculators, computers, Internet access, turbidity testing devices, hand magnifiers, work and disposable gloves, compasses, first aid kits, binoculars, field guides, water quality test kits or probes, soil test kits or probes, 100-foot appraiser's tapes, tarps, shovels, trowels, screens, buckets, and rock and mineral samples;

(I) organize, analyze, evaluate, build models, make inferences, and predict trends from data;

(9) Science concepts. The student knows the impact of human activities on the environment. The student is expected to:

(A) identify causes of air, soil, and water pollution, including point and nonpoint sources;

(B) investigate the types of air, soil, and water pollution such as chlorofluorocarbons, carbon dioxide, pH, pesticide runoff, thermal variations, metallic ions, heavy metals, and nuclear waste;

(E) evaluate the effect of human activities, including habitat restoration projects, species preservation efforts, nature conservancy groups, hunting, fishing, ecotourism, all terrain vehicles, and small personal watercraft, on the environment;
(F) evaluate cost-benefit trade-offs of commercial activities such as municipal development, farming, deforestation, over-harvesting, and mining;
(I) discuss the impact of research and technology on social ethics and legal practices in situations such as the design of new buildings, recycling, or emission standards;
(J) research the advantages and disadvantages of "going green" such as organic gardening and farming, natural methods of pest control, hydroponics, xeriscaping, energy-efficient homes and appliances, and hybrid cars;
(K) analyze past and present local, state, and national legislation, including Texas automobile emissions regulations, the National Park Service Act, the Clean Air Act, the Clean Water Act, the Soil and Water Resources Conservation Act, and the Endangered Species Act; and

Aquatic Science, Beginning with School Year 2010-2011 (One Credit).
(1) Scientific processes. The student, for at least 40% of instructional time, conducts laboratory and field investigations using safe, environmentally appropriate, and ethical practices. The student is expected to:
(A) demonstrate safe practices during laboratory and field investigations, including chemical, electrical, and fire safety, and safe handling of live and preserved organisms; and
(B) demonstrate an understanding of the use and conservation of resources and the proper disposal or recycling of materials.

Biology, Beginning with School Year 2010-2011 (One Credit).
(1) Scientific processes. The student, for at least 40% of instructional time, conducts laboratory and field investigations using safe, environmentally appropriate, and ethical practices. The student is expected to:
(A) demonstrate safe practices during laboratory and field investigations; and
(B) demonstrate an understanding of the use and conservation of resources and the proper disposal or recycling of materials.

Earth and Space Science, Beginning with School Year 2010-2011 (One Credit).
(1) Scientific processes. The student conducts laboratory and field investigations, for at least 40% of instructional time, using safe, environmentally appropriate, and ethical practices. The student is expected to:
(A) demonstrate safe practices during laboratory and field investigations;
(B) demonstrate an understanding of the use and conservation of resources and the proper disposal or recycling of materials; and

Waste Audit

TEKS (High School)

Social Studies:

United States History Studies Since 1877 (One Credit), Beginning with School Year 2011-2012.
(14) Geography. The student understands the relationship between population growth and modernization on the physical environment. The student is expected to:

(A) identify the effects of population growth and distribution on the physical environment;

(32) Social studies skills. The student uses problem-solving and decision-making skills, working independently and with others, in a variety of settings. The student is expected to:

(A) use a problem-solving process to identify a problem, gather information, list and consider options, consider advantages and disadvantages, choose and implement a solution, and evaluate the effectiveness of the solution; and

(B) use a decision-making process to identify a situation that requires a decision, gather information, identify options, predict consequences, and take action to implement a decision.

World Geography Studies (One Credit), Beginning with School Year 2011-2012.
(8) Geography. The student understands how people, places, and environments are connected and interdependent. The student is expected to:

(A) compare ways that humans depend on, adapt to, and modify the physical environment, including the influences of culture and technology;

(C) evaluate the economic and political relationships between settlements and the environment, including sustainable development and renewable/non-renewable resources.

(10) Economics. The student understands the distribution, characteristics, and interactions of the economic systems in the world. The student is expected to:

(A) describe the forces that determine the distribution of goods and services in free enterprise, socialist, and communist economic systems;

(12) Economics. The student understands the economic importance of, and issues related to, the location and management of resources. The student is expected to:

(B) evaluate the geographic and economic impact of policies related to the development, use, and scarcity of natural resources such as regulations of water.

(22) Social studies skills. The student communicates in written, oral, and visual forms. The student is expected to:

(A) design and draw appropriate graphics such as maps, diagrams, tables, and graphs to communicate geographic features, distributions, and relationships;

(B) generate summaries, generalizations, and thesis statements supported by evidence;

Waste Audit

TEKS (High School)

Mathematics:

Algebra I, Adopted 2012 (One Credit).
Algebra II, Adopted 2012 (One-Half to One Credit).
Geometry, Adopted 2012 (One Credit).
Precalculus, Adopted 2012 (One-Half to One Credit).
Discrete Mathematics for Problem Solving, Adopted 2013 (One-Half to One Credit).
Statistics, Adopted 2015 (One Credit).

(1) Mathematical process standards. The student uses mathematical processes to acquire and demonstrate mathematical understanding. The student is expected to:

(A) apply mathematics to problems arising in everyday life, society, and the workplace;
(B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution;
(C) select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems;
(D) communicate mathematical ideas, reasoning, and their implications using multiple representations, including symbols, diagrams, graphs, and language as appropriate;
(E) create and use representations to organize, record, and communicate mathematical ideas;

Mathematical Models with Applications, Adopted 2012 (One Credit).
(1) Mathematical process standards. The student uses mathematical processes to acquire and demonstrate mathematical understanding. The student is expected to:

(A) apply mathematics to problems arising in everyday life, society, and the workplace;
(B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution;
(C) select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems;
(D) communicate mathematical ideas, reasoning, and their implications using multiple representations, including symbols, diagrams, graphs, and language as appropriate;
(E) create and use representations to organize, record, and communicate mathematical ideas;

(9) Mathematical modeling in social sciences. The student applies mathematical processes and mathematical models to analyze data as it applies to social sciences. The student is expected to:

(A) interpret information from various graphs, including line graphs, bar graphs, circle graphs, histograms, scatterplots, dot plots, stem-and-leaf plots, and box and whisker

plots, to draw conclusions from the data and determine the strengths and weaknesses of conclusions;

(B) analyze numerical data using measures of central tendency (mean, median, and mode) and variability (range, interquartile range or IQR, and standard deviation) in order to make inferences with normal distributions;

(10) Mathematical modeling in social sciences. The student applies mathematical processes to design a study and use graphical, numerical, and analytical techniques to communicate the results of the study. The student is expected to:

(A) formulate a meaningful question, determine the data needed to answer the question, gather the appropriate data, analyze the data, and draw reasonable conclusions; and

(B) communicate methods used, analyses conducted, and conclusions drawn for a data-analysis project through the use of one or more of the following: a written report, a visual display, an oral report, or a multi-media presentation.

Recycling and Waste Audit

Tallying sheet

Material	Weight in grams
Paper	
Plastic	
Metal	
Glass	
Food	
Other	

KEEP AUSTIN BEAUTIFUL

GENERATION ZERO
Leaders of a WASTE-FREE AUSTIN

AUSTIN RESOURCE RECOVERY

Diversion Dash

Core Activity

Activity Summary:
Explore the path waste takes from your hand to the landfill and discover an alternative to landfilling some waste. Students will model a city's waste collection system by building a model, learning what items can be recycled, and practicing their newfound recycling knowledge through a fun relay game.

UNIT: Generation Zero

GRADES: K-2nd

MATERIALS:
- 2 blue recycle buckets
- 2 black landfill buckets
- 2 bags of "trash"*
- Large piece of felt
- Laminated cutouts (buildings, bins, etc.)
- Toy truck
- Pre-knowledge assessment
- "Recycle Right" stickers

*see Instructor Resources for full list

TIME REQUIRED: 45 minutes

OBJECTIVES:
Students will be able to:
- Understand using a model that trash goes somewhere and takes up space.
- Divide waste into two categories of single stream recycling and landfill trash.
- Categorize and name four types of materials that go in single stream recycling.

TEKS CORE CONCEPTS:
See attached document in Instructor Resources

Set-Up *(5 min)*

1. Scout out a location to run the Diversion Dash. Any available open space outside will work, but courtyards, blacktops, and tracks work especially well. In the event of inclement weather, scout out a location inside, or clear an open space in the classroom by moving the desks.

Introduction and Pre-Test *(10 min)*

1. Walk in and introduce yourself. *Hi! My name is (blank), and I will tell you more about myself in a minute. First, I want to do a quick matching activity with you. This activity is not for a grade, it's just to see how much you already know about what I'm going to talk about. This is a solitary activity. I want to know what YOU know, not your neighbor.* Pass out the knowledge assessment. Give students no more than 5 minutes to complete the activity. Once completed, students should go sit in a circle on the floor.
2. Introduce yourself and Keep Austin Beautiful. *My name is (blank) and I work for a place called Keep Austin Beautiful. Have you ever heard of Keep Austin Beautiful before? What do you think we do at Keep Austin Beautiful?* Common answers and prompting questions:
   a. Clean the city (Pick up trash) – *How do you keep the city clean?*
   b. Make the city more beautiful (Plant flowers, trees, gardens) – *What would your parents do if they wanted to make your yard more beautiful?*
   c. Teach others how to recycle and compost – *I have the same job as (insert teacher's name). What is that?* Teacher. *I'm here to teach you about trash, recycling, and compost. I'm going to come a total of three times and we're going to have a lot of fun while we learn about those things. How does that sound?*
3. Preface what they will learn today: *Today we are going to learn about where our trash goes and what we can recycle.*

Where does it go? *(15 min)*

1. Explore the path trash takes
   a. *If we're going to talk about trash, we have to know what trash is. What does the word **trash** mean?* Something you don't need or want, gross things, something broken.

   b. *Can anyone remember the last thing they threw away?* Point out the garbage cans in the room. *Who comes and gets the trash when it is full?* The custodian. *Where does the custodian take the trash?* The dumpster.
   c. *Who collects from the dumpster when it is full?* The garbage truck. *Where do they take that trash? We are going to figure that out together.*
2. Build community board/map.
   a. Lay out the felt in the middle of the circle, making sure to lay it out folded in half. Explain to the students that you will now build the city of Austin together. *If we want to build our city, what kinds of buildings should we add to our map?* As the students identify these, hand them the appropriate cutout to add to the map. If students have trouble, guide them to guess any features they don't identify.
      i. Downtown/Capitol – *What building does Austin have that no other city in Texas has? What are those tall buildings called downtown? Skyscrapers! Be a skyscraper—reach up and touch the sky (have kids reach upwards and stretch)*
      ii. Houses – *What kind of building do people live in?*
      iii. Apartments – *Some people live in houses, while others live in big buildings called…?*
      iv. School – *What kind of building are we in right now?*
      v. Park – *Where do you go during recess or if you want to play on a playground?*
      vi. Grocery Store – *Where do you go if your parents need an ingredient to make dinner?*
      vii. Restaurant – *Where do your parents take you to eat that is not at home?*
      viii. Hospital – *Where do you go when you break a bone?*
   b. *What else should we add if we want to study trash?* Trash cans. Hand out trash cans in a circle for students to add. Assure students who don't get a trash can that they will get to do something to help build the map.
   c. *Who collects the trash from the trash cans and dumpsters?* Add the garbage truck. *Where does the garbage truck take the trash?* Add the **landfill** and explain what it does.
   d. Direct students to begin taking turns filling garbage trucks and taking waste to landfill.
3. Continue hauling waste from different parts of the community.
   a. After three students, exclaim that the landfill is full. *What happens when the landfill is full? What do we need to do?* Build another landfill. Continue to collect waste.
   b. *Oh no! Our landfill is full again? What are we going to do?* Build another landfill! *But wait, look at our map. What are we running out of?* Space!
   c. *Is there something else we can do with some of our trash? What other kind of bin do we have in the room*? **Recycling**. Add the recycling bins.
4. Explain **Single Stream Recycling**. *In Austin we have something called Single Stream Recycling. This means that all four items can go into one bucket.*
5. Introduce recycling to the Community Map.
   a. *Does the recycling go to the landfill?* No. *Where does the recycling go?* The **MRF**. Add the MRF to the map.
   b. *Does the recycling stay in the MRF?* No. *What do they do with recycling?* Sort it and then make it into something new! *After the MRF, the recyclables will be sent to a factory, then to a store, then to a house, then back to a MRF. Recycling is a cycle!*
6. Recycling is important.
   a. When items are recycled instead of landfilled they become useful again.
   b. Creates new items that can be used by the community.
   c. Saves resources. Example: Fewer trees are cut down when paper is recycled.

   d. Saves space if fewer landfills need to be constructed.
7. Pick four students to help you clean up the map and put everything away. Or have students raise their hand and tell you something that can be recycled while you clean up the map.
   a. Pro-tip: Put all the items away in piles—ie pile of buildings, pile of recycling bins, trash bins. Use extra baggies if you need to. Keeping these categories separate will make it much easier in the next class.

Diversion Dash Relay *(20 min)*

1. *Now that we know why recycling is important, we also need to learn how to recycle. What goes in the recycling?* Paper, plastic, metal, glass. Once they have identified the four materials, tell them you have a song for them to help them remember. Teach them the song:
   a. "Paper, plastic, metal, glass. Recycling makes us a better class!" (Kids cross arms, look really cool, and rock back and forth as they sing. They can dougie during the second line to make it more interesting. Striking a cool pose at the end is optional as well).
2. Practice sorting items. *I have a bag of trash here. As I pull items out one at a time, you are going to tell me if it should go in the recycling or the trash.*
   a. Explain any items that the students do not understand.
   b. Highlight the "If it's plastic and you can crumble it, you can't recycle it" for soft plastic.
   c. Highlight tin foil recycling if it is clean and the size of a fist.
   d. Offer food example and remind students of the song and that food does not go in our single-stream recycling.
3. Go outside and set up the relay, placing the bags at the starting point and the buckets some distance away (for inclement weather, move desks to side of the room or play in hallway).
4. Divide the class into two teams and have each team line up behind their bag. Demonstrate how to play the game for the class.
5. Rules:
   a. Each team of students lines up at starting point and waits for the call to start.
   b. Students grab one item at a time from the trash bag. They must decide if the item is recyclable, or should be sent to the landfill; they then run and drop the item into a container. They run back and head to the end of the line.
   c. The next person in line must wait until the previous team member returns before starting.
   d. Play until the bag is empty. The bag itself is part of the game and should be the last item placed in a container. When a team has finished they are instructed to all sit on the ground.
6. Once all the teams have finished, give a round of applause to all that participated. *Is it more important that you finished first, or recycled the best?* Recycled the best.
7. Go through the buckets together. Students should hold up a thumbs up and say "Yay!" if items are in the correct bin or a thumbs down and say "Nay" if not.
   a. Be sure to emphasize that recyclable items in the landfill buckets are not incorrect, but the recycling bin would be a better choice.
   b. Counter with how landfill trash in the recycling can contaminate materials and possibly be hazardous for the sorting machines.
8. After sorting through correctly, play an additional round as a review if time allows.

Diversion Dash

Core Activity

Conclusion and Solutions (*5 min*)

1. Hand out stickers as a prize for learning how to recycle so well.
2. *Do you think it's possible for me to teach everyone in Austin how to recycle by myself?* No. *The City of Austin wants us to put as little as possible in the landfill by the year 2040. Maybe even zero things. This is called our Zero Waste Goal! If you teach all of your friends how to recycle, do you think we can do that?* Yes
3. Tell the students that you will be back next week. Ask if they can remember to do three things:
   a. Remember your name!
   b. Remember the song, "Paper, Plastic, Metal, Glass!"
   c. Remember to actually recycle at least one thing in the next week. It's not enough to know how, we need to do our part!

Next Steps: See Extension Activities

Diversion Dash

Spanish Teaching Guide

Lesson Vocabulary:

Keep Austin Beautiful	Mantiene Austin Hermosa
Trash	Residuos/basura
Landfill	Vertedero
Recycling (n.)	Reciclaje
Recycle (v.)	Reciclar
Composting	Compostaje
Compost (product)	Compost/Composta
Compost (what goes in)	Materia orgánica, residuos orgánicos, restos de comida (food scraps), composta

Examples of materials:

Glass	Vidrio/cristal
Metal	Metal/aluminio
Plastic	Plastico
Paper	Papel
Cardboard	Cartón
Bottle	Botella
Container/bin	Contenedor/bote
Packaging	Envase
Bag	Bolsa
Can	Lata
Box	Caja
Styrofoam	Espuma de poliestireno
Jars	Tarros/potes
Food	Alimentación/alimentos/comida

Pre-test instructions:

Short activity	*Una actividad corta*
Not for a grade	*No es para un grado/una nota*
Matching activity (draw a line from this object to where you think it goes)	*Es una actividad de emparejar (dibuja una línea desde el objeto al lugar en donde pertenece a)*
The worksheet has two sides	*La tarea tiene dos lados*
We're not talking during this activity/it's an individual activity	*No vamos a hablar durante la actividad/es una actividad individual*
Raise your paper in the air when you are finished and I will collect it	*Levanta su papel/tarea cuando se termina y voy a colectarlo*
We will take about five minutes	*Vamos a tomar aproximadamente cinco minutos*
We are doing this so I know what you know	*Estamos haciendo eso para que puedo saber lo que ustedes conocen*

Diversion Dash

Spanish Teaching Guide

Recycling Song:

Paper, plastic, metal, glass, I am proud to recycle!

¡*Papel, plástico, metal, vidrio, cuando reciclo, siento orgulloso!*

Game instructions:

1. We're going to play a game :
   Vamos a jugar un juego
2. We're going to have a relay race to see who can recycle the best :
   Vamos a tener una carrera de relevos para ver quién puede reciclar el mejor
3. First, we are going to form two lines/teams:
   Primero, vamos a hacer dos filas/equipos
4. When it's your turn, take one item from the bag:
   Cuando es su turno/cuando te toca a ti, toma un objeto/articulo desde la bolsa
5. Then you will go to the buckets and place your object in the bucket you think it belongs in (recycling, compost, or landfill):
   Después de obtener su artículo, va a ir (caminando o corriendo) a los contenedores y poner el artículo en el contenedor/bote que cree que pertenece a (lo de reciclaje, composta, o del vertedero/basura)
6. Then you come back to your team and come to the back of the line, then the next person (at the front of the line) gets to go :
   Después de decidir y poner su artículo, regresa a su equipo y va al parte posterior de la fila/línea, y la siguiente persona va a ir (la persona en frente)
7. We will play until both teams are out of materials:
   Vamos a jugar hasta que los dos equipos no tienen más materiales

Lesson modifications:

If struggling with language/translation, spend less time building the city and focus on the sorting aspect of the lesson.

Diversion Dash

TEKS (K-2nd)

Kindergarten Knowledge and Skills:

Science - *Source: The provisions of this §112.11 adopted to be effective August 4, 2009, 34 TexReg 5063.*

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following home and school safety procedures and uses environmentally appropriate and responsible practices. The student is expected to:

(C) demonstrate how to use, conserve, and dispose of natural resources and materials such as conserving water and reusing or recycling paper, plastic, and metal.

(3) Scientific investigation and reasoning. The student knows that information and critical thinking are used in scientific problem solving. The student is expected to:

(A) identify and explain a problem such as the impact of littering on the playground and propose a solution in his/her own words;

(5) Matter and energy. The student knows that objects have properties and patterns. The student is expected to:

(A) observe and record properties of objects, including relative size and mass, such as bigger or smaller and heavier or lighter, shape, color, and texture; and

(B) observe, record, and discuss how materials can be changed by heating or cooling.

English Language Arts and Reading - Adopted 2017

(1) Developing and sustaining foundational language skills: listening, speaking, discussion, and thinking--oral language. The student develops oral language through listening, speaking, and discussion. The student is expected to:

(A) listen actively and ask questions to understand information and answer questions using multi-word responses;

(B) restate and follow oral directions that involve a short, related sequence of actions;

(C) share information and ideas by speaking audibly and clearly using the conventions of language;

(D) work collaboratively with others by following agreed-upon rules for discussion, including taking turns; and

(E) develop social communication such as introducing himself/herself, using common greetings, and expressing needs and wants.

Social Studies

(15) Social studies skills. The student communicates in oral and visual forms. The student is expected to:

(A) express ideas orally based on knowledge and experiences; and

(B) create and interpret visuals, including pictures and maps.

(16) Social studies skills. The student uses problem-solving and decision-making skills, working independently and with others, in a variety of settings. The student is expected to:

Diversion Dash

TEKS (K-2nd)

(A) use a problem-solving process to identify a problem, gather information, list and consider options, consider advantages and disadvantages, choose and implement a solution, and evaluate the effectiveness of the solution; and
(B) use a decision-making process to identify a situation that requires a decision, gather information, generate options, predict outcomes, take action to implement a decision, and reflect on the effectiveness of the decision.

Diversion Dash

TEKS (K-2nd)

1st Grade Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following home and school safety procedures and uses environmentally appropriate and responsible practices. The student is expected to:

(C) identify and learn how to use natural resources and materials, including conservation and reuse or recycling of paper, plastic, and metals.

(3) Scientific investigation and reasoning. The student knows that information and critical thinking are used in scientific problem solving. The student is expected to:

(A) identify and explain a problem such as finding a home for a classroom pet and propose a solution in his/her own words;

(5) Matter and energy. The student knows that objects have properties and patterns. The student is expected to:

(A) classify objects by observable properties of the materials from which they are made such as larger and smaller, heavier and lighter, shape, color, and texture; and

English Language Arts and Reading

(1) Developing and sustaining foundational language skills: listening, speaking, discussion, and thinking--oral language. The student develops oral language through listening, speaking, and discussion. The student is expected to:

(A) listen actively, ask relevant questions to clarify information, and answer questions using multi-word responses;

(B) follow, restate, and give oral instructions that involve a short, related sequence of actions;

(C) share information and ideas about the topic under discussion, speaking clearly at an appropriate pace and using the conventions of language;

(D) work collaboratively with others by following agreed-upon rules for discussion, including listening to others, speaking when recognized, and making appropriate contributions; and

(E) develop social communication such as introducing himself/herself and others, relating experiences to a classmate, and expressing needs and feelings.

Social Studies

(5) Geography. The student understands the purpose of maps and globes. The student is expected to:

(A) create and use simple maps such as maps of the home, classroom, school, and community; and

(8) Economics. The student understands the concepts of goods and services. The student is expected to:

(A) identify examples of goods and services in the home, school, and community;

(B) identify ways people exchange goods and services; and

(C) identify the role of markets in the exchange of goods and services.

(19) Social studies skills. The student uses problem-solving and decision-making skills, working independently and with others, in a variety of settings. The student is expected to:

(A) use a problem-solving process to identify a problem, gather information, list and consider options, consider advantages and disadvantages, choose and implement a solution, and evaluate the effectiveness of the solution; and

(B) use a decision-making process to identify a situation that requires a decision, gather information, generate options, predict outcomes, take action to implement a decision, and reflect on the effectiveness of that decision.

Diversion Dash

TEKS (K-2nd)

2nd Grade Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following home and school safety procedures. The student is expected to:

(C) identify and demonstrate how to use, conserve, and dispose of natural resources and materials such as conserving water and reuse or recycling of paper, plastic, and metal.

(3) Scientific investigation and reasoning. The student knows that information and critical thinking, scientific problem solving, and the contributions of scientists are used in making decisions. The student is expected to:

(A) identify and explain a problem in his/her own words and propose a task and solution for the problem such as lack of water in a habitat;

(5) Matter and energy. The student knows that matter has physical properties and those properties determine how it is described, classified, changed, and used. The student is expected to:

(A) classify matter by physical properties, including shape, relative mass, relative temperature, texture, flexibility, and whether material is a solid or liquid;

(C) demonstrate that things can be done to materials to change their physical properties such as cutting, folding, sanding, and melting; and

(D) combine materials that when put together can do things that they cannot do by themselves such as building a tower or a bridge and justify the selection of those materials based on their physical properties.

(7) Earth and space. The student knows that the natural world includes earth materials. The student is expected to:

(C) distinguish between natural and manmade resources.

English Language Arts and Reading

(1) Developing and sustaining foundational language skills: listening, speaking, discussion, and thinking--oral language. The student develops oral language through listening, speaking, and discussion. The student is expected to:

(A) listen actively, ask relevant questions to clarify information, and answer questions using multi-word responses;

(B) follow, restate, and give oral instructions that involve a short, related sequence of actions;

(C) share information and ideas that focus on the topic under discussion, speaking clearly at an appropriate pace and using the conventions of language;

(D) work collaboratively with others by following agreed-upon rules for discussion, including listening to others, speaking when recognized, making appropriate contributions, and building on the ideas of others; and

(E) develop social communication such as distinguishing between asking and telling.

Diversion Dash

TEKS (K-2nd)

Social Studies

(8) Geography. The student understands how humans use and modify the physical environment. The student is expected to:

(A) identify ways in which people have modified the physical environment such as building roads, clearing land for urban development and agricultural use, and drilling for oil;

(B) identify positive and negative consequences of human modification of the physical environment such as the use of irrigation to improve crop yields; and

(C) identify ways people can conserve and replenish natural resources.

(10) Economics. The student understands the roles of producers and consumers in the production of goods and services. The student is expected to:

(A) distinguish between producing and consuming;

(B) identify ways in which people are both producers and consumers; and

(C) examine the development of a product from a natural resource to a finished product.

(13) Citizenship. The student understands characteristics of good citizenship as exemplified by historical figures and other individuals. The student is expected to:

(D) identify ways to actively practice good citizenship, including involvement in community service.

(19) Social studies skills. The student communicates in written, oral, and visual forms. The student is expected to:

(A) express ideas orally based on knowledge and experiences; and

(20) Social studies skills. The student uses problem-solving and decision-making skills, working independently and with others, in a variety of settings. The student is expected to:

(A) use a problem-solving process to identify a problem, gather information, list and consider options, consider advantages and disadvantages, choose and implement a solution, and evaluate the effectiveness of the solution; and

(B) use a decision-making process to identify a situation that requires a decision, gather information, generate options, predict outcomes, take action to implement a decision, and reflect on the effectiveness of that decision.

Diversion Dash

Background Information

ADDITIONAL INFORMATION

- City of Austin Resource Recovery Recycling Guide: http://austintexas.gov/what-do-i-do

Municipal Solid Waste Collection and Landfill Disposal
In many communities, the local government works with private solid waste companies to collect and dispose of refuse. Citizens pay a monthly fee for the service which is reflected in their utility bill. Waste is collected in large compacter trucks once a week or more if necessary. Trash and recycling carts are provided by the city to homeowners. Other buildings such as businesses and apartment companies contract directly with waste companies for waste hauling services.

Waste and recycling carts should be placed 5 feet apart on the curb to allow truck access with the mechanical arms. Trucks take the refuse to a landfill. Landfill companies generate revenue by charging the city a certain amount of money per ton of waste. When the trash arrives at the landfill it is weighed by the ton, dumped into a working or open face of a landfill, mowed over by tractors to compact the waste, and buried under a minimum of 6 inches of soil to prevent trash blowing off. The process and the landfills themselves are strictly regulated. It is expensive to properly contain the waste to prevent soil and water contamination, odors, and methane buildup in the landfill. Once a landfill is full, it is capped and closed and heavily monitored for a minimum of 30 years to detect leaks. Due to the settling of decomposing waste, the city does not allow development on top of landfills. Closed landfills are often reclaimed for parks, wildlife habitats, or recreation.

From Curbside to Recycling Facility (MRF information provided from Waste in Place by Keep America Beautiful)
Recycling helps create many of the products we use every day from materials that people didn't have a need for anymore. The cups we drink out of, the paper we write on, and even the automobiles we ride in or drive are made from materials that have been recycled. Recycling is simply the act of taking certain materials and separating them from non-recyclable trash to be reused. It is important to know which materials are recyclable, however. Most people already know that paper, aluminum, and plastic containers can be recycled but plastics grocery bags, steel, scrap tires, batteries, and electronics such as cell phones can also be recycled.

Houses, apartments, businesses, schools, and parks around Austin have recycling carts, bins and dumpsters. Look for blue containers with special holes designed to take plastic cups and paper products. Private recycling companies and the City of Austin's recycling trucks collect recyclables and transport to a materials recovery facility (MRF – more commonly referred to as a "murf"). A MRF is a facility for sorting, separating, and processing trash and recyclables. A MRF may take mixed recyclables such as aluminum and steel cans, plastic jugs, glass bottles, and newspapers, and separate them into containers or place them on a conveyor belt for mechanical or manual processing. Some MRF's process discarded waste, and extract and separate recyclables from trash that will be landfilled or incinerated.

Austin's Zero Waste Initiative
The City of Austin has a Zero Waste goal (adopted by City Council in 2011) to divert 90 percent of waste Austinites send to the landfill by the year 2040. This initiative has been adopted by one or more cities in California, New York, Colorado, Texas, Washington, North Carolina, and Hawaii. The goal of Zero Waste is to systematically eliminate waste in a landfill by changing the production, distribution, and processing of materials, providing comprehensive collection of refuse, and reclaiming waste into usable resources. Zero Waste implementation also eliminates environmental hazards of waste in natural environments such as groundwater, soil, and air pollution. Zero Waste initiatives began in the private sector. Honda,

Diversion Dash

Background Information

Hewlett Packard, Pillsbury, Toyota, and Xerox have already achieved or are in the process of reaching Zero Waste. Many other companies are following their example.

On the residential side of Zero Waste, Austin hopes to move towards a 3 cart collection system: organics, recyclables, and landfill trash. The City is piloting organics collection in neighborhoods. In addition, the City runs a Recycled and Reuse Drop off center for all waste products: household hazardous waste (paint, lawn chemicals), bulk material such as appliances, recyclables, and styrofoam. The facility provides all residents and small businesses from any area of Austin a central location to dispose of materials for reuse and recycling. Above all, public education on resources and proper disposal methods will allow many more materials to be recovered.

Best Choices for Recycling - Diversion Dash Relay:

Item	Where does it go?	More Info
Paper / Cardboard	Recycling	Paper can be recycled if it is clean. Composting is the only option when paper or cardboard has food waste on it.
Plastic bag	Landfill (can be special recycled)	Plastic Bags can be recycled if taken to a store where this type of plastic is collected. Check your local grocery store for a bin near the entrance.
Plastic containers/cups/bottles	Recycling	If they are clean and solid plastic, they can be put into the single stream recycling bins.
Aluminum/Tin Cans	Recycling	Remember to rinse your soda cans before recycling.
Styrofoam	Landfill (can be special recycled)	Styrofoam can be recycled at Austin Resource Recovery's Recycle and Reuse Drop-off Center. With younger kids, we teach them that it cannot go into the single-stream recycling, so if special recycling was not an option, it would have to go to the landfill.
Chip Bags	Landfill	Chip bags and candy wrappers cannot be recycled.
Aluminum Foil	Recycling	Aluminum foil that is clean can be balled up to the size of an adult fist and placed in the recycling.
Candy Wrapper	Landfill	Soft plastic/soft plastic fused with aluminum cannot be recycled and must be put in the landfill

Vocabulary

Landfill	A place where community waste is disposed of, compacted, and covered with soil.
Waste/Garbage/Trash	Any object that the owner deems unusable and discards.
Recyclable	A material that is broken down and reprocessed into a new material.
Single Stream Recycling	A type of recycling program where people can throw mixed items in one bin such as paper, plastic, cardboard, and glass.
MRF	A materials recovery facility is a specialized plant that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.

Diversion Dash

Extension Activities

Pre-K – 2nd grades

- Books:
  - *Why Should I Recycle?* by Mike Gordan
  - *Where Does the Garbage Go?* by Paul Showers
  - *All That Trash* by Meghan McCarthy
  - *51 Things to Make with Egg Cartons* by Fiona Hayes
- Recycling Song Activity – have students run to the appropriate bucket and do the corresponding song/motion when you hold up an item
  - Recycling – "Paper, Plastic, Metal, Glass. Recycling makes us a better class!" (pump fist)
  - Compost – "Break. Break. Break it down. Break-Break-Break it down!" (get lower to the ground)
  - Landfill – "Landfill. Landfill." (solemn voice while rocking side to side)

ADDITIONAL LESSONS

Pair with **Worm Pets** and **Compost Critters** in-class lessons

SERVICE ACTIVITIES

- Litter Cleanup
- Trash Audit
- Recycling Drive

3rd – 5th grades

- Song activity listed above
- Waste Audits of classroom or home recycling to determine if items are properly sorted
- Recycling Clever Catch Inflatable Ball – included in Activity Kit

6th - Adult

- Waste Audit Kit of classroom or home recycling or trash (use precautions to avoid bathroom trash) to determine if items are properly sorted.

Tabling for a Fair/Festival

- Have landfill, recycling and compost buckets displayed with clean items and plastic food for participants to practice sorting with.
- Request Keep Austin Beautiful and Generation Zero stickers as prizes for correct sorting.

Diversion Dash

Extension Activities

Exhibit B

kab KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

GENERATION ZERO
Leaders of a WASTE-FREE AUSTIN

Compost Critters Activity Kit

Core Activity:
Compost Critter Exploration

Activity Summary:
There is nothing more fascinating than getting up close and personal with a wriggling worm! Through this activity, students will review where trash goes, learn about a new location (Compost!), and practice sorting food scraps correctly. Students will then get hands-on with the worms in the vermicomposting bin and explore their habitat, bodies, and soil production.

UNIT: Generation Zero

GRADES: Pre-K and up

MATERIALS:
- Vermicomposting Bin
- Play food Samples
- 2 buckets labeled "landfill" and "Compost"
- Plastic Trays
- Spray bottles
- Rulers
- Popsicle sticks/forceps
- Hand lenses
- Worm anatomy Handouts
- Nutrient Cycle Poster

TIME REQUIRED: 35 minutes

OBJECTIVES:
Students will be able to:
- Identify waste that can be recycled into compost.
- Understand the concept of decomposition and the organisms involved.
- Investigate and observe the role of worms as decomposers.

TEKS CORE CONCEPTS:
See Instructor Resources

Introduction (*10 minutes*)

1. Evenly distribute plastic pieces of food to students.
2. Review what they have learned or know about where our trash goes. In some places, this food might go directly into Landfill waste.
3. Ask students: *Where else could this food go?* Compost!
4. Show the students the two buckets labeled "Landfill" and "Compost" Explain we will sort based on the best place for our food items to go. Preface that this is for compost in general or specify a type (backyard, worm, commercial).
5. Walk around the room to each student and have them hold up their piece of food and say what it is.
    - Tip: Have the class vote thumbs up or down if the food can be composted or landfilled so everyone can participate.
6. After the activity, discuss the differences between what can be placed in an outdoor compost pile and a vermicompost (worm bin) bucket.
    - Outdoor compost systems can accept more grains and bread, herbivorous animal waste, and yard waste.
    - Vermicompost bins should be limited to kitchen waste, be cautious about adding foods such as limes, onions, and garlic that can make the vermicompost bin stinky or too acidic.

Compost Critter Exploration (*20 minutes*)

1. Describe the vermicompost bin as a habitat for the Red Wiggler Worms where they require shelter and space (bin/newspaper), water (spray bottles), oxygen (air holes in bin), and food (kitchen scraps).
2. Divide students into 3- 6 groups. Give each group a plastic tray, 2 rulers, 2 magnifying lenses, 2 popsicle sticks/2 forceps, and a Worm Anatomy handout.
3. Explain the rules of handling the worms:
    - Handle gently with the forceps/popsicle sticks.
    - Worms allowed only on hands or blue trays.
    - Worms will not regrow if split in half.
    - If a worm start wriggling around and producing yellow liquid, it is scared. Return it to the pile and cover it with newspaper.
4. Place a handful of compost and worms on each blue tray along with rest of utensils.

Compost Critters Activity Kit

Core Activity:
Compost Critter Exploration

5. Students can measure the longest worm, look for egg cases, determine the head of the worm, recognize food from bin, and sort worms, bedding, and food from the castings (compost).
    - This activity it meant to be open-ended, hands-on, and engaging!
6. The worms can always benefit from fresh bedding and harvesting of castings. Students can remove castings from food, worms, and newspaper and place it into a pot or garden before putting their worms, along with more food scraps and bedding back in the bin.
7. Make their home a little more comfortable by pushing the casts to the side and adding fresh food scraps and shredded newspaper to the empty side.
8. Worms will migrate towards the food, making it easier to harvest the castings.
9. Mist the bedding with water.

Closing (*5 minutes*)

1. Ask the students to share their findings; anything unusual, surprising, or interesting they learned or observed.
2. Use the Nutrient Cycle poster to introduce the idea of how composting is a form of recycling.
3. Ask students how they can compost at home, whether residential, backyard, or with a worm bin.

Next Steps: See Extension Activities

Compost Critters

Spanish Teaching Guide

Lesson Vocabulary:

Compost	Materia orgánica, residuos orgánicos, restos de comida (food scraps), composta
Composting	Compostaje
Soil	Abono (very fertile)/tierra/suelo
Composter	Compostador
Worm Composter	Vermi-compostodor
Newspaper	Periódico
Habitat	Hábitat
Food	Alimentación/alimentos
Air	Aire
Shelter	Refugio/abrigo/casa/habitación
Water	Agua
Vermiculture	Lumbricultura
Fruits	Frutas
Veggies	Verduras
Eggs	Huevos
Peels/shells	Cáscaras
Milk	Leche
Meat	Carne
Plants	Plantas
Worm	Lombriz/lombrices/gusano
Leaf	Hoja

Compost Chant:

Compost is?!: Food to soil

¡¿*Compostaje es?!: Comida al suelo*

Intro to worms:

Today I have an animal with me whose superpower is to compost, to turn food into soil

Hoy trae animales con migo que tienen la capacidad de hacer compost, de convertir/cambiar comida por suelo

These are worms! They eat food scraps and poop out soil.

¡Son lombrices/gusanos! Comen residuos orgánicos y su caca es suelo/tierra.

We are going to build a worm habitat. What's a habitat?

Vamos a hacer un hábitat para las lombrices. ¿Qué es un hábitat?

A habitat is basically a home.

Un hábitat es básicamente un hogar.

There are four things all animals need to survive in their habitat, what are these?

Hay cuatro cosas todos los animales necesitan para sobrevivir en sus hábitats, ¿qué son?

Food, water, air, shelter

Comida/alimentación, agua, aire, y abrigo/una lugar para vivir.

We are going to prepare some worm food together.

Vamos a preparar comida para las lombrices.

I have paper with me, because paper is very similar to leaves, so worms eat both.

Tengo papel con migo, porque papel es muy similar a hojas, y ellos comen los dos.

Everyone will get a piece of newspaper to tear into pieces.

Cada persona va a recibir una hoja de papel para rasgar en tiras.

Rip up your newspaper in a pile in front of you, and I will collect it when you're done.

Rasgar los papeles en una pila delante de usted, y voy a colectarlos cuando ya terminan.

Talking about composter types:

There are three different kinds of composters

Hay tres diferentes tipos de compostadores

Home/backyard, school, industrial/comercial

Para casa, escuela, industrial/comercial

Rules for handling worms:

Now we can play with the worms, but first, we have 3 rules

Ahora podemos jugar con las lombrices, pero primero, tenemos 3 reglas

1) The first rule/rule number 1: Primera regla/regla número uno

    We are going to treat the worms with kindness and respect

    Vamos a tratar las lombrices con amabilidad y con respeta

    They are very fragile, so it is important to touch them gently

    Son muy frágiles, entonces es importante tocarlas suavemente

2) Second rule/rule number 2: *Segunda regla/regla numero dos*

   There are two places where the worms can be

   Hay dos lugares en donde las lombrices pueden quedar

   On the tray: *en la bandeja/el plato/la plancha*

   In your hand, over the tray: *En su mano, encima/sobre la bandeja*

3) Third rule/rule number 3: *Tercer regla/regla número tres*

   We are going to wait until the end of class to wash hands

   Vamos a esperar al fin de clase para lavar las manos

   This is because worms breathe through their skin, which makes them very sensitive to chemicals like soap or hand sanitizer that might be on your hands

   Eso es porque ellos respiran atreves de su piel, y por eso, tienen mucho sensibilidad a químicas como jabón o desinfectante que quizás estar las manos de ustedes

Compost Critters

Spanish Teaching Guide

Decomposer Song translation:

Verse 1:

De-composers, dee-dee-composers, dee-dee-composers
Des-componedores, de-de-scomponedores, de-de-scomponedores
Can be your friends, can be your friends, can be your friends too
Pueden ser sus amigos, pueden ser sus amigos, pueden ser sus amigos también
The decomposers are my friends
Los descomponedores son mis amigos,
They're called the FBI
Se llaman el FBI (HBI?)
That's fungus and bacteria, and invertebrates/insects, my oh my
¡Son hongos y bacteria, y invertebrados/insectos, ay ay ay!

Verse 2:

De-scomponedores, de-de-scomponedores, de-de-scomponedores
Pueden ser sus amigos, pueden ser sus amigos, pueden ser sus amigos también
Los descomponedores son mis amigos,
They keep things in the loop (translation here: they keep things/nutrients in the cycle)
Mantienen las cosas (los nutrientes) en el ciclo,
Because what you grow your plants out of (in)
Porque lo que cultivan sus plantas adentro
Is decomposer poop! (translation here: is decomposer poop, their waste!)
¡Es caca de descomponedores, sus residuos!

Verse 3:

De-scomponedores, de-de-scomponedores, de-de-scomponedores
Pueden ser sus amigos, pueden ser sus amigos, pueden ser sus amigos también

Los descomponedores son mis amigos,
Because they break, break, break it down, they break break break it down
Porque ellos se des-des-des-componen, se des-des-des-componen
(¡Everybody!) They break, break, break it down, they break break break it down
(¡Todos juntos!) Se des-des-des-componen, se des-des-des-componen
(A little lower!) They break, break, break it down, they break break break it down
(¡Más abajo!) Se des-des-des-componen, se des-des-des-componen
(To the floor!) They break, break, break it down, they break break break it down
(¡Al piso!) Se des-des-des-componen, se des-des-des-componen

Compost Critters

TEKS (K-2nd)

Kindergarten Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following home and school safety procedures and uses environmentally appropriate and responsible practices. The student is expected to:

(C) demonstrate how to use, conserve, and dispose of natural resources and materials such as conserving water and reusing or recycling paper, plastic, and metal.

(2) Scientific investigation and reasoning. The student develops abilities to ask questions and seek answers in classroom and outdoor investigations. The student is expected to:

(A) ask questions about organisms, objects, and events observed in the natural world;

(B) plan and conduct simple descriptive investigations such as ways objects move;

(C) collect data and make observations using simple equipment such as hand lenses, primary balances, and non-standard measurement tools;

(E) communicate observations with others about simple descriptive investigations.

(3) Scientific investigation and reasoning. The student knows that information and critical thinking are used in scientific problem solving. The student is expected to:

(A) identify and explain a problem such as the impact of littering on the playground and propose a solution in his/her own words;

(4) Scientific investigation and reasoning. The student uses age-appropriate tools and models to investigate the natural world. The student is expected to:

(B) use senses as a tool of observation to identify properties and patterns of organisms, objects, and events in the environment.

(6) Force, motion, and energy. The student knows that energy, force, and motion are related and are a part of their everyday life. The student is expected to:

(A) use the five senses to explore different forms of energy such as light, heat, and sound;

(7) Earth and space. The student knows that the natural world includes earth materials. The student is expected to:

(C) give examples of ways rocks, soil, and water are useful.

(9) Organisms and environments. The student knows that plants and animals have basic needs and depend on the living and nonliving things around them for survival. The student is expected to:

(A) differentiate between living and nonliving things based upon whether they have basic needs and produce offspring; and

(B) examine evidence that living organisms have basic needs such as food, water, and shelter for animals and air, water, nutrients, sunlight, and space for plants.

(10) Organisms and environments. The student knows that organisms resemble their parents and have structures and processes that help them survive within their environments. The student is expected to:

Compost Critters

TEKS (K-2nd)

(A) sort plants and animals into groups based on physical characteristics such as color, size, body covering, or leaf shape;
(B) identify parts of plants such as roots, stem, and leaves and parts of animals such as head, eyes, and limbs;
(D) observe changes that are part of a simple life cycle of a plant: seed, seedling, plant, flower, and fruit.

English Language Arts and Reading

(1) Developing and sustaining foundational language skills: listening, speaking, discussion, and thinking--oral language. The student develops oral language through listening, speaking, and discussion. The student is expected to:

(A) listen actively and ask questions to understand information and answer questions using multi-word responses;
(B) restate and follow oral directions that involve a short, related sequence of actions;
(C) share information and ideas by speaking audibly and clearly using the conventions of language;
(D) work collaboratively with others by following agreed-upon rules for discussion, including taking turns; and
(E) develop social communication such as introducing himself/herself, using common greetings, and expressing needs and wants.

Social Studies

(15) Social studies skills. The student communicates in oral and visual forms. The student is expected to:

(A) express ideas orally based on knowledge and experiences; and
(B) create and interpret visuals, including pictures and maps.

(16) Social studies skills. The student uses problem-solving and decision-making skills, working independently and with others, in a variety of settings. The student is expected to:

(A) use a problem-solving process to identify a problem, gather information, list and consider options, consider advantages and disadvantages, choose and implement a solution, and evaluate the effectiveness of the solution; and
(B) use a decision-making process to identify a situation that requires a decision, gather information, generate options, predict outcomes, take action to implement a decision, and reflect on the effectiveness of the decision.

Compost Critters

TEKS (K-2nd)

1st Grade Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following home and school safety procedures and uses environmentally appropriate and responsible practices. The student is expected to:

(C) identify and learn how to use natural resources and materials, including conservation and reuse or recycling of paper, plastic, and metals.

(2) Scientific investigation and reasoning. The student develops abilities to ask questions and seek answers in classroom and outdoor investigations. The student is expected to:

(A) ask questions about organisms, objects, and events observed in the natural world;

(B) plan and conduct simple descriptive investigations such as ways objects move;

(C) collect data and make observations using simple equipment such as hand lenses, primary balances, and non-standard measurement tools;

(E) communicate observations and provide reasons for explanations using student-generated data from simple descriptive investigations.

(3) Scientific investigation and reasoning. The student knows that information and critical thinking are used in scientific problem solving. The student is expected to:

(A) identify and explain a problem such as finding a home for a classroom pet and propose a solution in his/her own words;

(4) Scientific investigation and reasoning. The student uses age-appropriate tools and models to investigate the natural world. The student is expected to:

(B) measure and compare organisms and objects using non-standard units.

(7) Earth and space. The student knows that the natural world includes rocks, soil, and water that can be observed in cycles, patterns, and systems. The student is expected to:

(A) observe, compare, describe, and sort components of soil by size, texture, and color;

(C) gather evidence of how rocks, soil, and water help to make useful products.

(9) Organisms and environments. The student knows that the living environment is composed of relationships between organisms and the life cycles that occur. The student is expected to:

(A) sort and classify living and nonliving things based upon whether or not they have basic needs and produce offspring;

(B) analyze and record examples of interdependence found in various situations such as terrariums and aquariums or pet and caregiver; and

(C) gather evidence of interdependence among living organisms such as energy transfer through food chains and animals using plants for shelter.

(10) Organisms and environments. The student knows that organisms resemble their parents and have structures and processes that help them survive within their environments. The student is expected to:

(A) investigate how the external characteristics of an animal are related to where it lives, how it moves, and what it eats;

(B) identify and compare the parts of plants;

Compost Critters

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(C) compare ways that young animals resemble their parents; and
(D) observe and record life cycles of animals such as a chicken, frog, or fish.

English Language Arts and Reading

(1) Developing and sustaining foundational language skills: listening, speaking, discussion, and thinking--oral language. The student develops oral language through listening, speaking, and discussion. The student is expected to:

(A) listen actively, ask relevant questions to clarify information, and answer questions using multi-word responses;
(B) follow, restate, and give oral instructions that involve a short, related sequence of actions;
(C) share information and ideas about the topic under discussion, speaking clearly at an appropriate pace and using the conventions of language;
(D) work collaboratively with others by following agreed-upon rules for discussion, including listening to others, speaking when recognized, and making appropriate contributions; and
(E) develop social communication such as introducing himself/herself and others, relating experiences to a classmate, and expressing needs and feelings.

Social Studies

(5) Geography. The student understands the purpose of maps and globes. The student is expected to:

(A) create and use simple maps such as maps of the home, classroom, school, and community; and

(8) Economics. The student understands the concepts of goods and services. The student is expected to:

(A) identify examples of goods and services in the home, school, and community;
(B) identify ways people exchange goods and services; and
(C) identify the role of markets in the exchange of goods and services.

(19) Social studies skills. The student uses problem-solving and decision-making skills, working independently and with others, in a variety of settings. The student is expected to:

(A) use a problem-solving process to identify a problem, gather information, list and consider options, consider advantages and disadvantages, choose and implement a solution, and evaluate the effectiveness of the solution; and
(B) use a decision-making process to identify a situation that requires a decision, gather information, generate options, predict outcomes, take action to implement a decision, and reflect on the effectiveness of that decision.

Compost Critters

TEKS (K-2nd)

2rd Grade Knowledge and Skills:

Science

(1) Scientific investigation and reasoning. The student conducts classroom and outdoor investigations following home and school safety procedures. The student is expected to:

(C) identify and demonstrate how to use, conserve, and dispose of natural resources and materials such as conserving water and reuse or recycling of paper, plastic, and metal.

(2) Scientific investigation and reasoning. The student develops abilities necessary to do scientific inquiry in classroom and outdoor investigations. The student is expected to:

(A) ask questions about organisms, objects, and events during observations and investigations;

(B) plan and conduct descriptive investigations such as how organisms grow;

(C) collect data from observations using simple equipment such as hand lenses, primary balances, thermometers, and non-standard measurement tools;

(E) communicate observations and justify explanations using student-generated data from simple descriptive investigations; and

(F) compare results of investigations with what students and scientists know about the world.

(3) Scientific investigation and reasoning. The student knows that information and critical thinking, scientific problem solving, and the contributions of scientists are used in making decisions. The student is expected to:

(A) identify and explain a problem in his/her own words and propose a task and solution for the problem such as lack of water in a habitat;

(4) Scientific investigation and reasoning. The student uses age-appropriate tools and models to investigate the natural world. The student is expected to:

(B) measure and compare organisms and objects using non-standard units that approximate metric units.

(7) Earth and space. The student knows that the natural world includes earth materials. The student is expected to:

(C) distinguish between natural and manmade resources.

(9) Organisms and environments. The student knows that living organisms have basic needs that must be met for them to survive within their environment. The student is expected to:

(A) identify the basic needs of plants and animals;

(B) identify factors in the environment, including temperature and precipitation, that affect growth and behavior such as migration, hibernation, and dormancy of living things; and

(C) compare and give examples of the ways living organisms depend on each other and on their environments such as food chains within a garden, park, beach, lake, and wooded area.

Compost Critters

TEKS (K-2nd)

(10) Organisms and environments. The student knows that organisms resemble their parents and have structures and processes that help them survive within their environments. The student is expected to:

(A) observe, record, and compare how the physical characteristics and behaviors of animals help them meet their basic needs such as fins help fish move and balance in the water;

(B) observe, record, and compare how the physical characteristics of plants help them meet their basic needs such as stems carry water throughout the plant; and

(C) investigate and record some of the unique stages that insects undergo during their life cycle.

English Language Arts and Reading

(1) Developing and sustaining foundational language skills: listening, speaking, discussion, and thinking--oral language. The student develops oral language through listening, speaking, and discussion. The student is expected to:

(A) listen actively, ask relevant questions to clarify information, and answer questions using multi-word responses;

(B) follow, restate, and give oral instructions that involve a short, related sequence of actions;

(C) share information and ideas that focus on the topic under discussion, speaking clearly at an appropriate pace and using the conventions of language;

(D) work collaboratively with others by following agreed-upon rules for discussion, including listening to others, speaking when recognized, making appropriate contributions, and building on the ideas of others; and

(E) develop social communication such as distinguishing between asking and telling.

Social Studies

(8) Geography. The student understands how humans use and modify the physical environment. The student is expected to:

(A) identify ways in which people have modified the physical environment such as building roads, clearing land for urban development and agricultural use, and drilling for oil;

(B) identify positive and negative consequences of human modification of the physical environment such as the use of irrigation to improve crop yields; and

(C) identify ways people can conserve and replenish natural resources.

(10) Economics. The student understands the roles of producers and consumers in the production of goods and services. The student is expected to:

(A) distinguish between producing and consuming;

(B) identify ways in which people are both producers and consumers; and

(C) examine the development of a product from a natural resource to a finished product.

Compost Critters

TEKS (K-2nd)

(13) Citizenship. The student understands characteristics of good citizenship as exemplified by historical figures and other individuals. The student is expected to:

(D) identify ways to actively practice good citizenship, including involvement in community service.

(19) Social studies skills. The student communicates in written, oral, and visual forms. The student is expected to:

(A) express ideas orally based on knowledge and experiences; and

(20) Social studies skills. The student uses problem-solving and decision-making skills, working independently and with others, in a variety of settings. The student is expected to:

(A) use a problem-solving process to identify a problem, gather information, list and consider options, consider advantages and disadvantages, choose and implement a solution, and evaluate the effectiveness of the solution; and

(B) use a decision-making process to identify a situation that requires a decision, gather information, generate options, predict outcomes, take action to implement a decision, and reflect on the effectiveness of that decision.

Compost Critters Activity Kit

Background Information

ADDITIONAL INFORMATION

- **City of Austin Resource Recovery –** www.austintexas.gov/department/austin-resource-recovery
- **Austin Composting –** www.austintexas.gov/department/composting
- **Zero Waste International Alliance –** www.zwia.org

Digging into Compost

Plants keep their food in the soil. Plant food can be called nutrients. Nutrients are very basic small elements found in soil. For example, if we grow onions and lettuce in a garden bed, the roots of the lettuce and onion plants "eat" the nutrients in the soil. If the lettuce and onions get enough nutrients, they will grow big enough for us to harvest and eat them.

What happens to the soil's nutrient supply if we keep planting lettuce and onions? The soil runs out of nutrients. There must be a way to replace these nutrients, and compost solves this problem. Given the amount of organic garbage Austin produces imagine the space we could all save if we composted our kitchen scraps! Food waste that has been littered or put in a landfill takes 6 months or more to decompose. In a compost pile the same item can decompose in just a few days! In addition to saving landfill space, composting can help us decrease our dependence on harmful chemical fertilizers.

What is Compost?

Compost is decomposed organic material. It is made with material such as leaves, shredded twigs, and kitchen scraps from plants. Compost is a great material for garden soil. Adding compost to clay soils makes them easier to work and plant. In sandy soils, the addition of compost improves the water holding capacity of the soil. By adding organic matter to the soil, compost can help improve plant growth and health.

The composting process involves four main components: organic matter, moisture, oxygen, and decomposers. Fungus, Bacteria, and Invertebrates (the FBI of compost) are all decomposers. Bacteria and other microbes get the process going. By supplying organic materials, water, and oxygen, the already present bacteria will break down the plant material. Fungus and invertebrates move in to finish things up. The result of all of this work is useful compost soil for the garden. As the decomposers break down the materials, they create and release heat, which is concentrated in the center of the pile. This heat can be felt in backyard composts by sticking your hand deep into the pile. Turning the pile on a chilly day will create steam.

Vermicomposting

Vermicomposting uses worms to turn organic wastes into very high quality compost. Vermicompost consists mostly of worm casts (droppings) plus some decayed organic matter. In ideal conditions worms can eat at least their own weight of organic matter in a day. Their casts contain eight times as many micro-organisms as their feed!

Worms in the Garden

Worms are important to people as decomposers and garden helpers because they break down old dead matter found in the soil allowing new plants to grow. In the garden, worms move about, letting air into the ground, mixing up minerals, and helping the soil drain water.

When handling the worms spray frequently with water as the worms do not have lungs but breathe through their skin and need to stay moist. Students will be interested to know that worms are both male

and female, known as hermaphroditic, which means all worms can lay eggs! A worm egg sac produces about 2 to 20 baby worms. A little worm can survive for three years given the right conditions. A quick observation of the worms will indicate the average worm to be about 81mm in length. Their long slender bodies move by contracting and relaxing their muscles.

Students often ask if they can cut the worms in half to see if the worm will re-grow. The answer is NOT ALWAYS. While some worms can regenerate a tail over time and some worms can survive dismemberment, we do not encourage students to harm the worms.

There are 3 types of worms:

1. Epigeic worms live in the organic layer on top of the soil or along streams where detritus accumulates
2. Endogeic worms live within the mineral soils beneath the organic layer about an inch or two below the surface.
3. Diageic worms burrow deep into the soil and their long term habitat might be near parent rock several feet deep.

The worm bin is stocked with Red wigglers (Eisenia fetida) which are great for indoor composting because they live in dense numbers and enjoy the moderate environment of your home or classroom. They do not do well outside in Texas heat, so keep them indoors.

Compost Components

- Decomposers – these are the organisms (bacteria, fungi, worms/other insects, etc...) that eat the organic material.
- Carbon Sources – materials rich in carbon such as dead leaves and wood chips.
- Nitrogen Sources – Grass clipping and most food waste.
- Air – too little oxygen causes foul smelling anaerobic bacteria to take over a pile. Air can be worked into a compost pile by turning regularly.
- Water – compost needs water to create the perfect habitat for decomposers. A compost pile should be damp like a wrung-out sponge.

What can be Composted?

Composting is a lot like baking a cake – ingredients are added, time is allowed for baking, a chemical change takes place, and the final product is compost.

Compost	**Landfill**
Vegetable and fruit scraps	Meat, grease
Eggshells	Oil and sugar foods
Coffee grounds and tea bags	Sauces (spaghetti sauce)
Nut shells	Bones
Dryer lint	Dairy (milk, cheese)
Dog hair	
Herbivore pet waste (rabbits, chickens)	

Compost Critters Activity Kit

Background Information

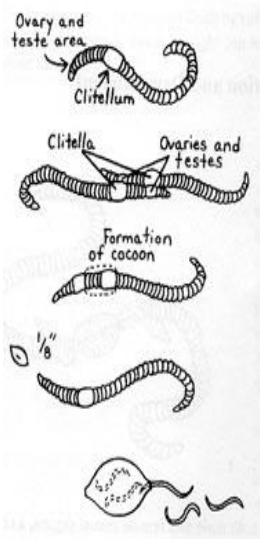
Why Compost?

- **Compost is Recycling -** Food and yard waste make up approximately 29.8% of the waste in our landfills. If wood and paper is included, organic waste comprises over 50% of landfills. Composting is nature's way of recycling or decomposing.
- Compost is free plant food-adds organic matter to the soil to help improve plant growth and health without using chemical fertilizer (like "miracle grow" which is bad for our creeks)
- Compost holds water-improves the water holding capacity of soil.

Vermicompost FAQs (modified from www.eulesstx.gov/composting/vc_troubleshooting.htm)

How much can worms eat?
Worms can consume their weight daily - they eat half bedding (carbon) and half food scraps (nitrogen). So approximately 2 lbs. of red wigglers will recycle 1 lb. of organic matter in 24 hours.

How do worms reproduce?
Worms are **hermaphrodites** (they have both male & female parts). It takes 2 worms to mate, both worms produce a cocoon. Each cocoon or egg contains up to 20 babies (average 3 – 4 depending on species). If the worm has a swollen band, called the **clitellum**, then the worm is sexually mature.



- A mature worm (3 months old) can produce 2-3 cocoons per week. Each cocoon averages 3 hatchlings. Cocoons take up to 11 weeks to mature and hatch. 1 worm x 3 cocoons/wk x 3 hatchlings/cocoon = 9 hatchlings/wk
- Redworm **cocoons** store eggs and are small, yellow, and lemon-shaped.
- Redworms develop in three weeks in the cocoon.
- The young hatchlings are whitish with a pink tinge showing their blood vessels. In approximately eight hours they gain their hemoglobin and change color from white to pale pink to brick red.
- Juvenile worms are distinguishable from adult worms because they look the same from head to tail and do not have the band indicating the clitellum. They are the same color as adults and may be just as large.

If you cut a worm in half, what really happens?
If you cut a worm in half, you likely have a dead worm cut in half. Some worms have up to 5 hearts. Rarely a worm will survive dismemberment if both halves of the body retained adequate heart function.

Can worms see?
No, worms don't have eyes. However, they are very sensitive to light, and try to hide as soon as they are exposed to light.

Do worms have teeth?
Worms do not have teeth and cannot chew their food. Some worms grind their food in their gizzard using muscle action and small bits of soil. Other worms rely heavily on bacteria and fungus to break the food down into mush.

Compost Critters Activity Kit

Background Information

How do I harvest the vermicompost?
Dump and Sort is done by first preparing new bedding. Then, the old bin material is turned onto a large sheet of plastic and placed in pyramid shaped piles under a bright light. Since the worms are photosensitive, they burrow away from the light. The top of each pile can be scraped away. Repeat this process until most of the vermicompost has been harvested.

Side to Side Harvesting is accomplished by only feeding the worms on one side of the bin for a few weeks. The worms will all migrate to that side. Then harvest the vermicompost from the unoccupied side of the bin. Put new bedding in the harvested side and feed the worms only on *that* side for a few weeks. The worms will then migrate to the new side so the remaining vermicompost in the other side can be retrieved.

It's important to note that castings are toxic to their own species, so it is advisable to harvest the castings regularly.

How to use worm compost/castings?
Castings can be used immediately, or stored for future use. The castings can be added directly or mixed with potting or garden soil as a soil amendment. Castings make nutrients available to plants. Castings can be used as a top dressing for indoor or outdoor plants. "**Compost tea**" can be made with castings. Simply add 1-2" of castings to your watering can or rain barrel. Allow castings and water to "steep" for a day or two, mixing occasionally. Water plants as usual. The resulting "tea" helps make nutrients already in the soil available to plants.

Can the worms escape?
It is possible but very unlikely - As long as the conditions are correct in the bedding, the worms will not try to escape. Worms breathe through their skin, so if the conditions become too acidic, the worms will burn and may try to escape. Add some agricultural lime or crushed egg shells weekly to avoid acidic bedding. Worms need a moist environment, if they do leave the bin, they will dry out and die right outside the bin, usually within a foot or two.

Compost Critters Activity Kit

Extension Activities

Pre-K – 2nd grades

- I am a Worm (Gusano) Song – lyrics found in the Activity Resources Tab
  - https://youtu.be/1kJf3WQuYXI
- FBI Song – lyrics found in the Activity Resources Tab
  - https://youtu.be/VbCkRXBdQWA
- Decomposers Song – lyrics found in the Activity Resources Tab
  - http://wiki.islandwood.org/index.php?title=Decomposers_Song
- Build a Worm Bin – activity found under Extension Activities Tab
- Read poem – "Sara Cynthia Sylvia Stout Would Not Take the Garbage Out", by Shel Silverstein. *Where the Sidewalk Ends*
  - Found in Activity Resources Tab
- Read *Worm Pets Book* by Keep Austin Beautiful

ADDITIONAL LESSONS

- **Build a Worm Bin**

Students create their very own worm composting bin for your classroom or to take home. Perfect for all ages. Additional supplies required to be purchased.

SERVICE ACTIVITIES

- **Litter Cleanup**
- **Trash Audit**
- **Recycling Drive**

3rd – 5th grades

- Songs and poem listed above
- Build a Worm Bin – activity found under Extension Activities Tab
- Worm Exploration worksheets – found in the Activity Resources Tab
- Use the Digital Microscope for an up close view. Scope can be plugged in a laptop or tablet via USB.
- "What's Creeping Under our Feet" Handout in Activity Resources Tab – in depth look at other composting critters

6th - Adult

- Build a Worm Bin – activity found under Extension Activities Tab
- Worm Exploration worksheets – found in the Activity Resources Tab
- Use the Digital Microscope for an up close view. Scope can be plugged in a laptop or tablet via USB.
- "What's Creeping Under our Feet" Handout in Activity Resources Tab – in depth look at other composting critters

Tabling for a Fair/Festival

- Set up trays on a table and put out small piles of worms with castings and newspaper for guest to explore. Put out the hand lenses, popsicle sticks, and anatomy charts.
- If space allows, display the entire worm bin for investigation.
- Have landfill and Compost buckets displayed with plastic food for participants to practice sorting with.
- Request Keep Austin Beautiful and Generation Zero stickers as prizes for correct sorting.

Compost Critters Activity Kit

Extension Activities:
Build a Worm Bin Activity

Activity Summary:
Students create their very own worm bin for their classroom or homes. This is a supplemental activity for groups, students, or families interested in vermicomposting on their own. Supplies for your worm bin are not always provided and may need to be purchased separately.

UNIT: Generation Zero

GRADES: Pre-K and up

MATERIALS:
- Worm Pets Book

Additional Materials needed
- Dark 4-6 gallon storage tub
- ½ - 1lb Red Wiggler Worms
- Newspaper
- Spray bottle
- Drill with 1/4'" drill bit

TIME REQUIRED: 30 minutes

OBJECTIVES:
Students will be able to:
- Describe the habitat worms need for their worm bin
- Create a worm bin habitat for vermicomposting
- Practice compositing daily with their very own worms.

TEKS CORE CONCEPTS:
- +++

For specific TEKS, see document in Activity Resources Tab

Gather Your Supplies:

Red Wiggler worms - Worms can be purchased in Austin at the following places:
- Brite Ideas – Hydroponics shop with locations in North and South Austin. Call ahead to check for availability. http://bihydro.com/contact/store/
- The Great Outdoors Nursery – Plant nursery on South Congress. Call ahead to check for availability. http://gonursery.com/
- We also have a supply of worms available at Keep Austin Beautiful for groups throughout the year. Please email Education@KeepAustinBeautiful.org to inquire.

We recommend ½ - 1lb of worms for a 4-6 gallon bin. This is a great size for a classroom or family producing 1-2lbs of compost scraps per week.

A plastic tub – 4-6 gallon tubs can be purchased at a variety of places. We recommend the Sterilite 4-Gallon Stacker Tote in black. It can be found at Walmart and Target for under $10. Clean the bin thoroughly by rinsing it with tap water to remove any residues which may be harmful to the worms.

Drill with ¼" drill bit – holes should be small enough for worms to not escape. Depending on the age of your students, you can pre-drill the holes or have the students help.

Newspaper - You will need roughly two or three complete newspapers. Do not use glossy advertisement paper and avoid colored ink when possible

Soil (*Optional*) – to aid with worm digestion, you can add a few handfuls of organic potting soil, organic compost, or soil from your yard free of any pesticides.

Introduction (*5 – 10 minutes*)

1. Review types of composting with your students
2. For K-5th grades - Read the Worm Pets book with your participants noting the aspects of the worm bin that create a habitat.

Compost Critters Activity Kit

Extension Activities:
Build a Worm Bin Activity

Building a worm Bin (*15 minutes*)

1. Lay out the supplies and assign students to help with tasks.
2. Drill holes along the top 2 inches of the bin and throughout the lid. Be sure the holes are small enough that the worms cannot escape. ¼" or smaller is recommended.
    a. This can be done prior to building or with the participants help.
3. Prepare the bedding. Instead of soil, our composting red wiggler worms will live in moist newspaper bedding. Like soil, newspaper strips provide air, water, and food for the worms. Using about 50 pages, tear newspaper into 1/2" to 1" strips.
4. Place newspaper strips into the bin. Add water until bedding feels like a damp sponge, moist but not dripping. Add dry strips if it gets too wet.
5. Fluff the bedding to provide air and space for the worms. The bin should be 3/4 full of damp newspaper strips.
6. *Optional* - Sprinkle a handful of organic soil in bin. Gritty soil particles also aids the worms' digestive process and introduce beneficial microorganisms to get things going.
7. Add the worms.
8. Bury food scraps under bedding. Feed the worms fruit and vegetable scraps that would normally be thrown away, such as peels, rinds, cores, etc.
    a. Start with a handful or two until your worms are settled.
    b. Cut or break food scraps into small pieces--the smaller, the better.
    c. Limit the amount of citrus fruits that you place in the bin. NO MEATS, BONES, OILS OR DAIRY PRODUCTS.
9. Cover and choose a spot for the bin. Cover the bin with the lid. Worms need to be kept indoors and out of direct sunlight Place the bin away from windows and heaters.
10. FEED, WATER and FLUFF!!! To keep worms happy, feed them about once a week.
    a. If bedding dries up, spray with water. (If bedding gets too wet, add dry newspaper strips.) Fluff up bedding once a week so the worms get enough air.
    b. Feed worms approximately 2 times their weight per week. Monitor the bin every week to see if the worms are or are not eating the food. Adjust feeding levels accordingly. Extra food can be saved in the fridge or freezer until the worms need more. Defrost frozen food before adding.

Compost Critters Activity Kit

Decomposers Song Lyrics

Chorus:

Decomposers!

Deee-composers!

Dee-Dee-composers!

Can be your friends, can be your friends, can be your friends too.

Verse 1:

The decomposers are my friends.

They turn things into dirt.

And if you do not do your wash...

They just might eat your shirt!

Chorus

Verse 2:

The decomposers are my friends.

And fungi start the fun,

With mushrooms and mycelium,

They get the rotting done!

Chorus

Verse 3:

The decomposers are my friends.

The smallest are bacteria!

Because when microbes are what you eat,

The world's your cafeteria!

Chorus

Verse 4:

The decomposers are my friends.

They keep things in the loop.

Cuz what you grow your veggies in...

Is decomposer poop!

Song by IslandWood, lyrics and sound clip found at:
http://wiki.islandwood.org/index.php?title=Decomposers_Song

Compost Critters Activity Kit

Sarah Cynthia Sylvia Stout Poem

Sarah Cynthia Sylvia Stout

by Shel Silverstein

Sarah Cynthia Sylvia Stout
Would not take the garbage out.
She'd wash the dishes and scrub the pans
Cook the yams and spice the hams,
And though her parents would scream and shout,
She simply would not take the garbage out.
And so it piled up to the ceiling:
Coffee grounds, potato peelings,
Brown bananas and rotten peas,
Chunks of sour cottage cheese.
It filled the can, it covered the floor,
It cracked the windows and blocked the door,
With bacon rinds and chicken bones,
Drippy ends of ice cream cones,
Prune pits, peach pits, orange peels,
Gloppy glumps of cold oatmeal,
Pizza crusts and withered greens,
Soggy beans, and tangerines,
Crusts of black-burned buttered toast,
Grisly bits of beefy roast.
The garbage rolled on down the halls,
It raised the roof, it broke the walls,
I mean, greasy napkins, cookie crumbs,
Blobs of gooey bubble gum,
Cellophane from old bologna,
Rubbery, blubbery macaroni,
Peanut butter, caked and dry,
Curdled milk, and crusts of pie,
Rotting melons, dried-up mustard,
Eggshells mixed with lemon custard,
Cold French fries and rancid meat,
Yellow lumps of Cream of Wheat.
At last the garbage reached so high
That finally it touched the sky,
And none of her friends would come to play,
And all of her neighbors moved away;
And finally, Sarah Cynthia Stout
Said, "Okay, I'll take the garbage out!"
But then, of course it was too late,
The garbage reached across the state,
From New York to the Golden Gate;
And there in the garbage she did hate
Poor Sarah met an awful fate
That I cannot right now relate
Because the hour is much too late
But children, remember Sarah Stout,
And always take the garbage out.

Compost Critters Activity Kit

Sarah Cynthia Sylvia Stout Poem

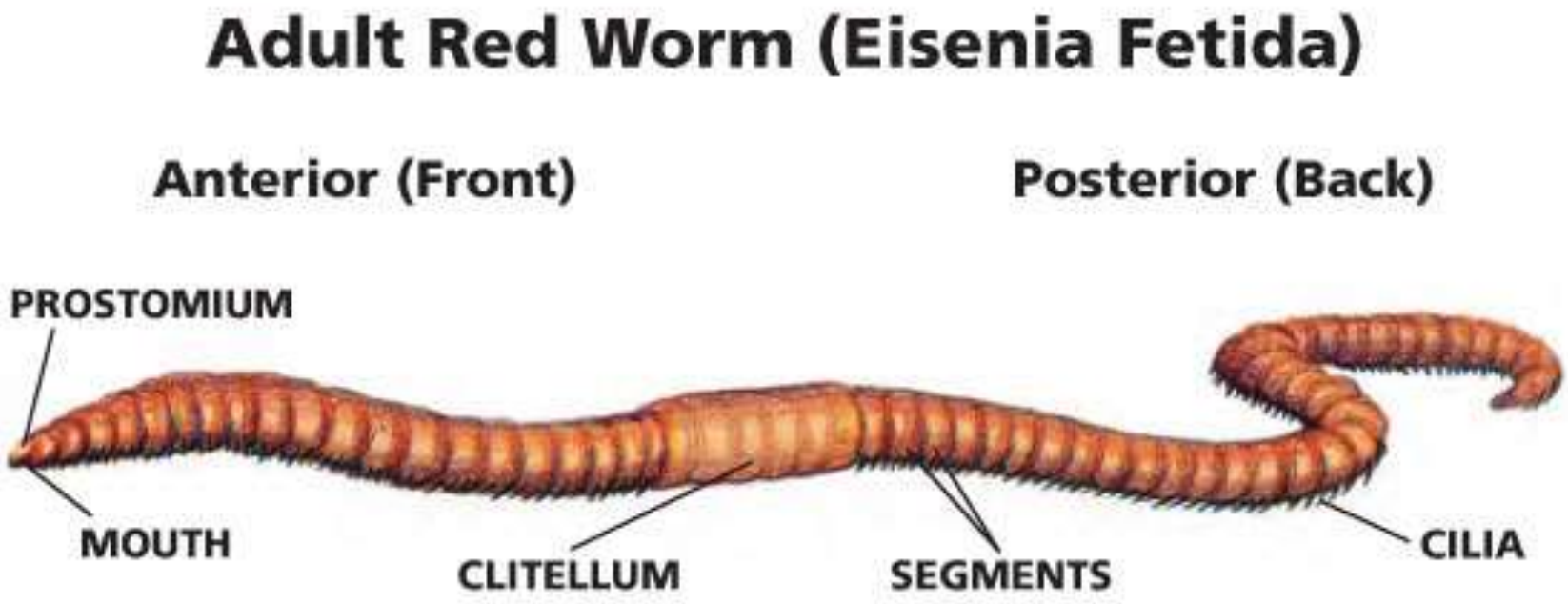
Sarah Cynthia Sylvia Stout

por Shel Silverstein

Sarah Cynthia Sylvia Stout
No llevar la basura!
Ella había fregado los potes y raspar las ollas,
Caramelo de los ñames y especias los jamones,
Y aunque su papá gritaba y gritaba,
Ella simplemente no sacar la basura.
Y así apilados hasta el techo:
Los granos de café, cáscaras de papa,
Bananas marrones, guisantes podridos,
Trozos de queso agrio.
Se llena la lata, que cubría el suelo,
Se rompió la ventana y bloquea la puerta
Con las cortezas de tocino y
Los huesos de pollo,
Gotas de helado,
Semillas de Pasas,
Huesos de melocotónes, piel de naranja,
Masas de avena fría,
Cortezas de pizza y verduras marchitas,
Frijoles empapados y mandarinas,
Cortezas de pan tostado con mantequilla negro quemado,
Pedacitos cartilaginoso de asados fornidos ...
La basura rodó por el pasillo,
Se levantó el techo, que se rompió la pared…
Servilletas grasientas, migas de galleta,
Globos de chicle pegajoso,
Celofán de mortadela verde,
Macarrones gomoso y seboso,
Mantequilla de maní, endurecida y seca,
Leche cuajada y cortezas de la empanada,
Melones mohos, mostaza seca,
Cáscaras de huevo mezclada con crema de limón,
Papas frías y carne rancia,
Protuberancias amarillas de crema de trigo.
Por fin llegó a la basura tan alto
Que finalmente tocó el cielo.
Y todos los vecinos se alejaron,
Y ninguno de sus amigos habría llegado a jugar.
Y, por último, dijo Sarah Cynthia Stout,
"OK, voy a sacar la basura!"

Compost Critters Activity Kit

The Anatomy of a Red Wiggler Worm



Red wiggler worms (Eisenia fetida) are recommended for worm composting.

Worm anatomy can be studied easily under a magnifying glass. If you are going to observe a worm out of your worm box, be sure to keep your worm moist with a spary bottle and damp newspaper. If the worm becomes dry it may die. Do not keep the worm out of the worm box for more than five minutes.

Worms are long and skinny. The front part is called the "anterior" and the tail-end is called the "posterior". A swollen band circles the worm about 1/3 the length of the worm from the anterior. This is called the "clitellum".

The body of the worm is made up of many small segments. Each segment has a series of bristles called "cilia".

These bristles are also call "setae". A worm has no feet or legs or bones. The worm moves by expanding and contracting the segments, like a rubberband. The cilia (setae) acts like velcro to further help the worm move along.

Compost Critters Activity Kit

I am a Worm (Gusano) Song Lyrics

Verse 1:

I am a worm
The wondrous worm
It's down under
I love to squirm
To eat the dead
And the living's my toil
And what comes out makes magnificent soil
(Am/E//Am//F/Am E Am E Am)

Chorus:
Gusano nonono nono nonono nono nononono si
Gusano nonono nono nonono nono nononono si
I aerate the earth as I tunnel and squirm
I'm proud to be called a worm
(C G F E/C G F E/F G C D/F G Am)

Verse 2:

Our tunnels flood
It rains all night
Come up for air
We're killed by light
When people die worms attend
Though it's dull
But no one comes to a worms' funeral

Chorus

Verse 3:

A robin's cute
Have you not heard?
Of the massacres
By the early bird
We do such good
From us you could learn
But you make us fish bait in return

Chorus

Found on Youtube "Gusano: UnPlugged Camp Version" at https://youtu.be/1kJf3WQuYXI

Compost Critters Activity Kit

FBI (Fungus, Bacteria, and Invertebrates)

Chorus:
The FBI…whenever something dies
Oh, the FBI…is there on the scene
The FBI…is working overtime
Oh, the FBI, to pick those bones clean
Fungus…fungus, bacteria…bacteria
Invertebrates…invertebrates, the F B I

Verse 1:
There's fungus all among us and it's breaking things down,
Returning nutrients into the fertile ground
Millions of mycelium underground that's why
When you hold a handful of the earth you hold the FBI.

Chorus…

Verse 2:
There are billions of bacteria
in that soil over there
Microscopic life is in all water, land and air
You should know that they are there
though they are too small for your eye
These are secret agents of the FBI

Chorus…

Verse 3:
Insects, bugs, slugs and worms are working night and day
The invertebrate crew are
special agents of decay
To remove whatever's rotten they will hop, crawl, hide or fly
Enforcing nature's laws they are the FBI.

Chorus…

Verse 4:
Lay down very still in the duff
and learn their ways
Lift up a rotten log and
you will surly be amazed
Go creeping through the forest,
learn to see and be a spy
In search of evidence of the FBI

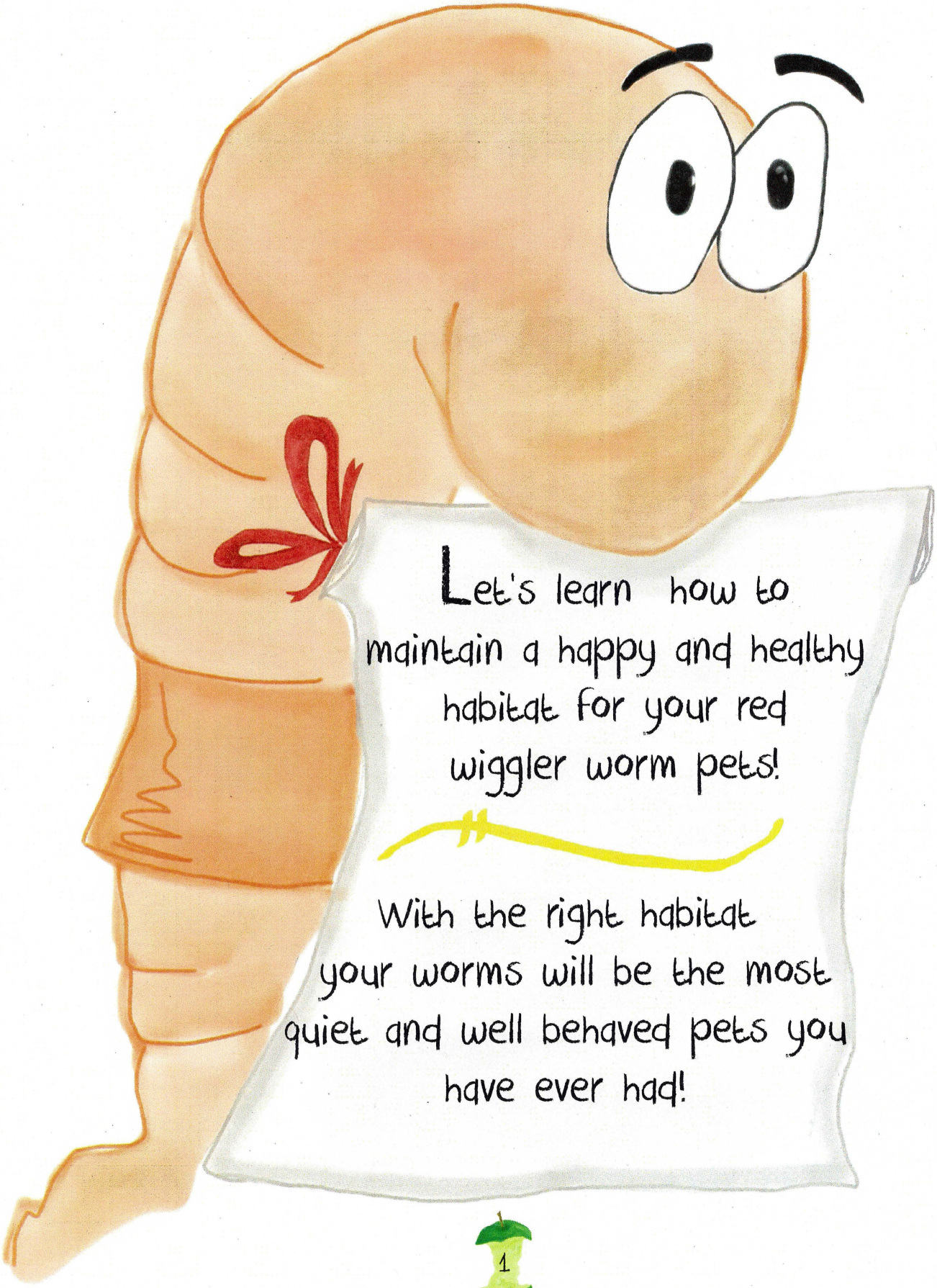
Chorus…

By Banana Slug Strong Band found at http://bananaslugs.bandcamp.com/album/singing-in-our-garden
Motions found on Youtube at "F. B. I. Fungus, Bacteria, Invertibrates: UnPlugged Camp Version"
https://youtu.be/VbCkRXBdQWA

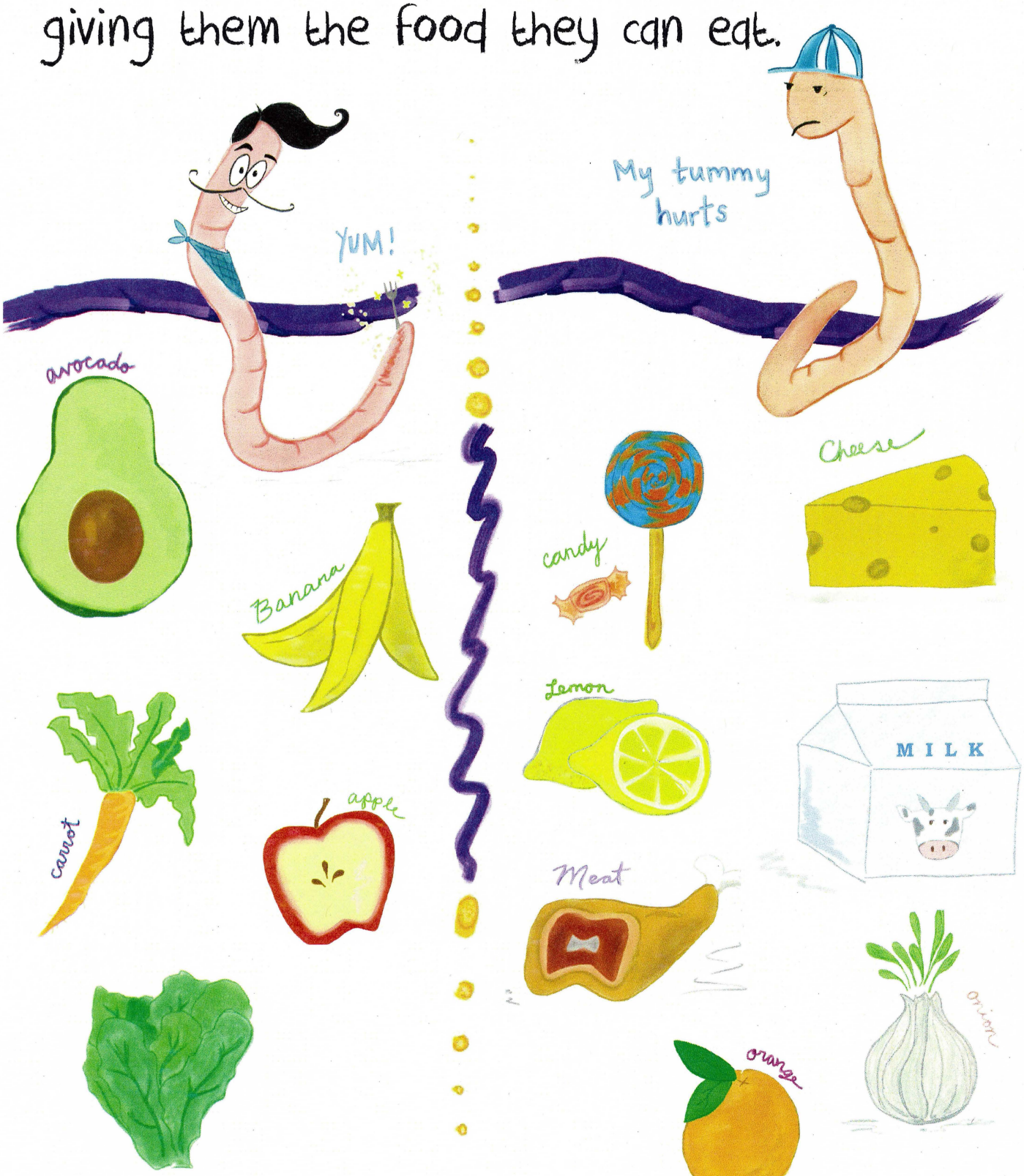
Exhibit B

Worm Pets!

KEEP AUSTIN
BEAUTIFUL


Let's learn how to maintain a happy and healthy habitat for your red wiggler worm pets!
With the right habitat your worms will be the most quiet and well behaved pets you have ever had!

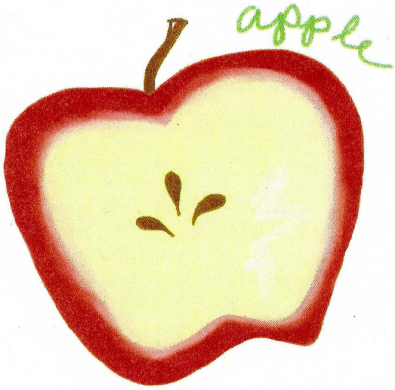
Treat your worms with care by only giving them the food they can eat.



1. Plants absorb nutrients from the soil.

2. Plants produce fruit full of nutrients.

So here's the big picture...



4. Worms and other decomposers eat food scraps, returning the nutrients back to the soil.

3. People and other animals eat the fruit to grow big and strong.

Metrics & Evaluation Method

Generation Zero will be evaluated quantitatively by the scope of services provided. Through internal reporting practices, Keep Austin Beautiful staff will track student participation and log staff hours dedicated to the program. The quantitative performance measures are:

Outputs

- Educate 15,000 students
- Engage a minimum of 7,000 unique students
- Lead 612 presentations
- Reach a minimum of 200 classes (unduplicated)
- Partner with a minimum of 60 schools

The overall success of the program is also evaluated qualitatively through teacher evaluations, as well as through the assessment of students' knowledge gained.

Teacher Surveys

After the presentations, teachers will be surveyed in order to evaluate:

- the value and benefits of the program.
- the program's impact on student learning, behaviors, and practices.
- the ease for teachers to incorporate the program into their schedule.
- the effectiveness of Keep Austin Beautiful educators.

The survey will be posted electronically and distributed via email directly after lessons to achieve high rates of participation. This evaluation survey allows teachers to rate the overall effectiveness of the activities, and provide specific feedback regarding their experience and any suggestions for improvement. Teachers who complete the survey are given a teacher appreciation gift. By providing incentives, we guarantee a higher rate of feedback. Keep Austin Beautiful has successfully employed these methods throughout our current program evaluation. A sample copy of the teacher survey is included in the attachments.

Additionally, Keep Austin Beautiful will organize an annual focus group for secondary teachers to make sure we are continuously meeting the needs of middle and high schools with their waste diversion efforts.

Youth Comprehension

Integrating pre- and post- surveys provides a baseline of students' initial knowledge, as well as an indication of student comprehension of the presented lessons. The pre- and post-surveys will be integrated in a quick, fun, and easy format directly before and after each lesson series. The assessments used to measure student comprehension are tailored by difficulty based on grade level. K-2nd grade students receive a visual matching activity, while students in higher grades receive more in-depth questions. Additional follow-up post-surveys will be administered at the end of the school year for students who have gone through the program at least two months prior. This evaluation method provides snapshots demonstrating the differences in learning outcomes between points in time. Sample pre- and post- surveys are included in the attachments.

Keep Austin Beautiful Educator Evaluation

Keep Austin Beautiful utilizes internal evaluation methods to ensure that environmental educators are delivering the Generation Zero lessons and materials effectively. Every semester, the Education Programs Manager conducts an in-class observation to review the educators' teaching methods, and provide constructive feedback.

Generation Zero Sample Outreach Email

View this email in your browser

KEEP AUSTIN BEAUTIFUL

Hello Teachers,

Summer has come to a close and Keep Austin Beautiful is excited to offer you another amazing year of hands-on, TEKS-aligned environmental education programming FREE of charge.

We are excited about addition of on-campus composting at Middle and High Schools in AISD. To facilitate Generation Zero programming at these schools, we will be splitting registration dates.**Grade 6th-12th may begin registering for Generation Zero programming on August 15th. Grades K-5th may begin registering for Generation Zero programming on August 28th. Registration for our Clean Creek Campus program will be open to 3rd-8th grades on August 15th.**

2017-2018 Registration is now OPEN for:

- Generation Zero – 6th-12th grade
- Clean Creek Campus – 3rd-8th grades

Registration for Generation Zero – K-5th grades will open Monday, August 24th.

Register for Generation Zero

Register for Clean Creek Campus

Program Information

Clean Creek Campus

In partnership with the Watershed Protection Department, Keep Austin Beautiful leads interactive science based activities for 3rd-8th graders to connect classroom learning with on-the-ground service projects that focus on protecting water quality. Participating schools receive two in-class presentations, followed by a service project at a local creek. During this half-day service learning field trip, students rotate through stations emphasizing creek restoration and clean water quality. Stations may include litter cleanup, seedball making, macroinvertebrate investigation, native vs invasive plant exploration, and scavenger hunt.

All Clean Creek Campus program supplies and materials are provided by Keep Austin Beautiful and Watershed Protection Department, including the cost of transportation for service project days as needed.

Generation Zero

Generation Zero Sample Outreach Email

Generation Zero is an in-class youth education program in partnership with Austin Resource Recovery. This program engages K-12 students in fun, hands-on activities which raise awareness about recycling, composting, and conservation while giving students simple solutions for reducing their waste. The Generation Zero model includes three Keep Austin Beautiful-led activities which incorporate a service learning component.

The curriculum is divided into grade levels – K-2nd, 3rd-5th, 6th-8th and 9th-12th – with a different focus for each.

- K-2nd: Compost Systems – concentrates on hands-on sorting and classifying objects that teaches students about where trash goes and culminates with building a worm bin for your class to keep.
- 3rd-5th: Recycling Home Habits - emphasis on math with hands-on manipulations that teaches students about the composition of trash and recycling beyond the basics.
- 6th-8th and 9th-12th: Auditing Our Impact - explores the type of waste produced at the school by doing an audit of its waste stream, followed by a student-led project addressing waste concerns at the school.

All Generation Zero program supplies and materials are provided free of charge.

Feel free to contact me with any questions. We look forward to partnering with you to raise the next generation of leaders dedicated to environmental stewardship.

Best,

Exhibit B

Generation Zero Sample Outreach Email

Alecia Casper
Education Programs Manager
Keep Austin Beautiful
512-391-0617

3rd–5th Grade Registration Reply Template

Hello XXX,

Thank you so much for your interest in our Generation Zero Programming! We are excited to partner with you.

Our 3rd – 5th grade Generation Zero Waste curriculum has an emphasis on math with hands-on manipulations that teach students about the composition of trash and recycling beyond the basics. The first lesson looks at the composition of trash as students create a bar graph. The second lesson aims to hone recycling skills by looking at examples of recyclable materials. The third lesson concludes with an in-depth look at a vermi-compost system and the worms that make it work.

Dates

I have you confirmed for the following:

{*Note on Monday requests*: To honor our staff office time, we are currently not scheduling programming on Mondays. I am sorry for any inconvenience. I have the following dates open.}

(Note on new dates: We look forward to working with your students to explore our waste stream. Unfortunately, we do not have the dates you requested available. However, I have identified the following three dates. Please let me know if these dates would work with your schedule.}

First in-class presentation date: Friday, Jan 17, 2018 – Waste by the Numbers

Second in-class presentation date: Friday, Jan 24, 2018 – Recycle Right

Third in-class presentation date: Friday, Jan 31, 2018 – Worm Wonders

Due to the hands-on nature of the activities we do not lead auditorium style presentations. Since multiple classes are interested in participating, we will do back-to-back lessons in each classroom. Would the following schedule work for you? We understand the need to accommodate for specials, lunch, etc.

- 8-8:45 -Hernandez
- 8:45-9:30 -Teacher #2
- 9:30 – 10:15 –Teacher #3,

Worm Bin

Please let us know if you would like us to leave a worm bin in your classroom for the school-year. If so, we try to build 1 bin per 2-3 classes so teachers can rotate through the responsibility of caring for the worms. The actual care is quite simple, but I wanted to check in to make sure that all of the teachers signing up are aware.

Please let me know if the dates and times work for you and we will get you on the calendar.

We look forward to working with XXXXX Elementary to promote greater environmental stewardship!

Exhibit B

YOUTH EDUCATION REGISTRATION FORM

CONTACT INFORMATION

Name *

First

Last

School/Organization *

Organization Type *

school

Address *

Street Address

Address Line 2

City

State

Texas

ZIP Code

Phone *

Email *

School District *

Austin

Alternate Contact Name

First

Last

Alternate Contact Email

GROUP INFORMATION

Grade Level *

Class Size *

Number of Participating Classes *

Total Number of Students *

FEATURED EVENTS

Volunteer Site Leader Information Session

Resource Giveaway Day

Community Engagement Day at Quail Creek Park

Clean Lady Bird Lake

UPCOMING EVENTS

Edit Calendar

June 9, 2018
9:00 am – 11:00 am
June Clean Lady Bird Lake

June 10, 2018
7:30 am – 10:00 am
365 Things Austin & The Rowing Dock Lake Cleanup

June 23, 2018
10:00 am – 12:00 pm
FINRES Creek Cleanup

BLOG

A Year of Service: Volunteers Build a Better Austin
February 6, 2018

Planting Trees is a Legacy Worth Leaving
December 14, 2017

Susie Shockley Recognized for Extraordinary Environmental Stewardship
November 21, 2017

The Expedition School Recognized for Volunteer Leadership
November 13, 2017

UT Elementary: Educating Tomorrow's Environmental Leaders
November 8, 2017

GoodPop Makes Good in the Community
November 3, 2017

Exhibit B

SCHEDULING INFORMATION

Keep Austin Beautiful's educational programs generally consist of three sessions that are best presented within a three week time-span. Please choose up to three dates for Keep Austin Beautiful staff to teach in your classroom. These dates are not guaranteed but we will attempt to accommodate as closely as possible. For A/B day scheduling, please add additional dates in comment section at the end of this form. **Programming is not offered on Mondays.**

First in-class presentation date *

Second in-class presentation date *

Third in-class presentation date - for Grades K - 5th only *

Time of presentations: Entire grade levels are encouraged to participate. If multiple classes are interested in participating, please note Keep Austin Beautiful will lead back to back presentations, which last approximately 45 minutes per class. Due to the hands-on nature of our activities, Keep Austin Beautiful does not lead auditorium style presentations. We understand the need to accommodate for special events, lunch, etc., so gaps in the schedule are acceptable. Once this form is received, a staff member will follow up to confirm scheduling details.

EDUCATIONAL PROGRAMS

Keep Austin Beautiful is excited to offer two in-school educational programs. All lessons and supplies are provided FREE to participating schools.

Generation Zero – Keep Austin Beautiful is proud to implement Generation Zero, a youth education program of Austin Resource Recovery. Generation Zero engages **K-12** youth in fun, hands-on activities and service projects that raise awareness about recycling, composting, and conservation while giving students simple solutions for reducing their waste. The Generation Zero model includes two or three Keep Austin Beautiful-led activities, which incorporate a service learning component.

Clean Creek Campus – In partnership with Watershed Protection Department, Keep Austin Beautiful leads hands-on, science-based activities for **3rd-8th** graders to connect classroom learning with on-the-ground service projects that focus on protecting watersheds. Participating schools receive in-class presentations, project planning, project supplies, and a banner recognizing the school for their commitment to protecting watersheds.

Please choose the program in which you are most interested:

- K - 12 Generation Zero
- 3rd - 8th Clean Creek Campus

Please let us know if you have any questions or comments. If you have A/B day scheduling, please also include any additional date requests.

SUBMIT

FEATURED SPONSORS

Exhibit B

Generation Zero Sample Evaluation Request Email

Thank you for participating!

View this email in your browser

KEEP AUSTIN BEAUTIFUL

Hello Second Grade Teachers,

It was great to work with you and your students at Barbara Jordan Elementary School! I really enjoyed teaching and singing along with them. Your kids were so attentive and enthusiastic. Their excellence reflects on how truly amazing you are as a teaching staff. Here is a great resource to remember what you can and can't recycle and compost in your school.

Additionally, Austin Resource Recovery has recently released an online recycling game that is specific to the City of Austin! Here is the link to the game should you be interested in viewing it and sharing it with your students. It also serves as a fun and interactive resource. I'm also including the link to a toolkit designed by AISD for

teachers which contains signage and other resources to facilitate recycling and composting in the classroom!

We hope you are enjoying your new classroom pets. Caring for the worms is a fairly easy process but here are some additional pointers to provide some guidance on worm care. **Should you need assistance caring for the worms during the summer months please feel free to drop off your worm bin** at the Keep Austin Beautiful office located at 55 North I-35, Suite 215, 78702.

Thank you again for participating in Generation Zero! We look forward to partnering with you again.

We value your feedback. Please complete our evaluation form, so we can continue to improve our programming.

Evaluation

All the best,

Gaby Benitez

SCHOOL EVALUATION FORM

SCHOOL EVALUATION FORM

We want to hear from you! Your feedback will help us to continue to provide high-quality environmental education experiences.

Name

First

Last

School

Address

Street Address

Address Line 2

City

State: Texas

ZIP Code

Email

Phone

Program - Please select the program in which your classes participated.

Generation Zero

GENERATION ZERO PROGRAM EVALUATION

Please rate the lessons that were presented for your classes

	Very Good	Good	Fair	Poor	Very Poor
K-2 Compost Happens					
K-2 Diversion Dash					
K-2 Worm Pets					
3rd-5th Waste by Numbers					
3rd-5th Ready to Recycle					
3rd-5th Worm Wonders					
MS Landfill Logic					
MS MRF Madness					
HS Landfill Logic					
HS Designed for the Dump					

FEATURED EVENTS

Volunteer Site Leader Information Session

Resource Giveaway Day

Community Engagement Day at Quail Creek Park

Clean Lady Bird Lake

UPCOMING EVENTS

Edit Calendar Edit with Visual Composer

June 9, 2018
9:00 am – 11:00 am
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November 8, 2017

GoodPop Makes Good in the Community
November 3, 2017

FEATURED SPONSORS

BALCONES RESOURCES

Exhibit B

Did you offer any extension to the above activities? If so, please describe:

FEEDBACK

Rate the overall effectiveness of the program:

- 1 Not Satisfied
- 2
- 3
- 4 Very Satisfied

Activities complemented my existing curriculum

- 1 Completely Disagree
- 2
- 3
- 4 Completely Agree

Activities were grade level appropriate.

- 1 Completely Disagree
- 2
- 3
- 4 Completely Agree

Activites were well organized and engaging for the students.

- 1 Completely Disagree
- 2
- 3
- 4 Completely Agree

I would recommend the program to other teachers.

- 1 Completely Disagree
- 2
- 3
- 4 Completely Agree

The length of activities were:

- Too Long
- Just Right
- Too Short

I would sign up for this program next year

- Yes
- No

What stood out as the most positive experience from the program? How can we make it even better?

What was the least positive experience? How can we improve in the future?

Exhibit B

Please provide feedback on the program educator. What worked? How can the educator improve?

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

We appreciate your time and feedback!

SUBMIT

Exhibit B

Generation Zero Stickers

Exhibit B

WASTELESSWEDNESDAY.COM

#WASTE LESS WEDNESDAY

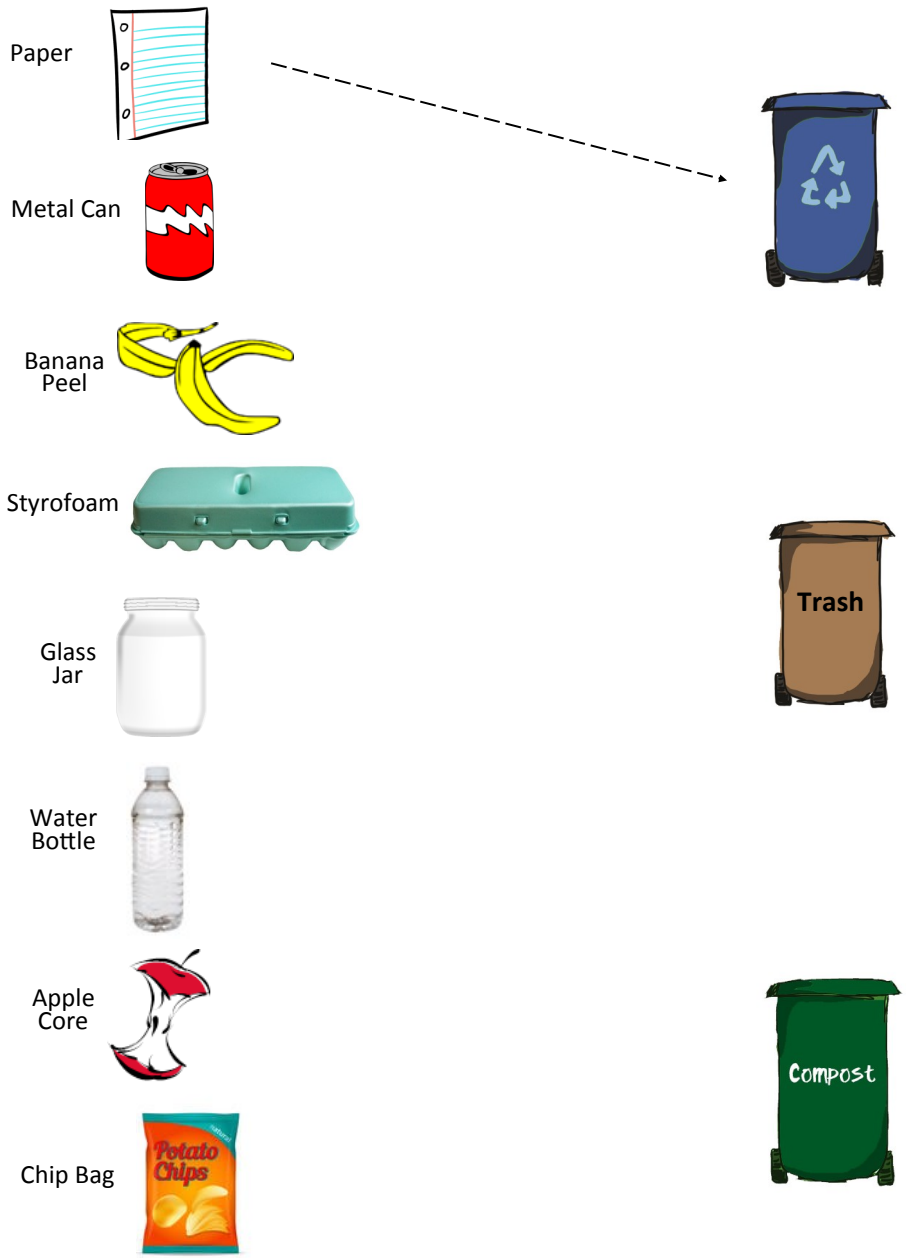
Think twice about what you use. Many plastics like straws can't be recycled.
If you don't need it, leave it.

GENERATION ZERO
Leaders of a WASTE-FREE AUSTIN

#WASTELESSWEDNESDAY

Draw a LINE from the item to the correct bin.

Dibuja una LINEA desde el objeto al contenedor correcto.



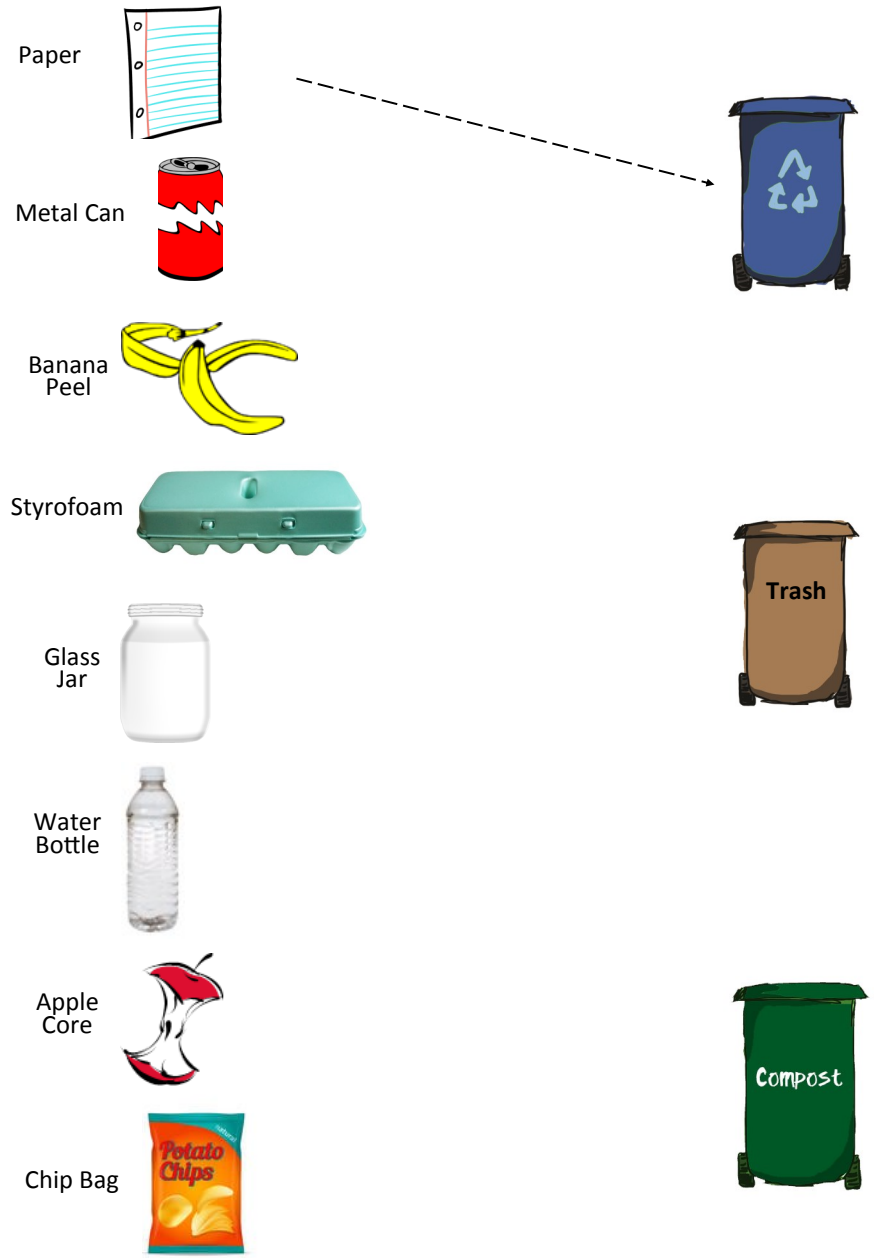
KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Exhibit B

Draw a LINE from the items to the correct bin.

Dibuja una línea desde los objetos al contenedor correcto.

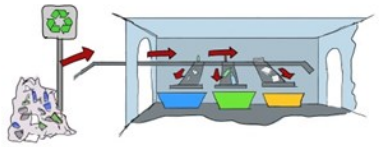


KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

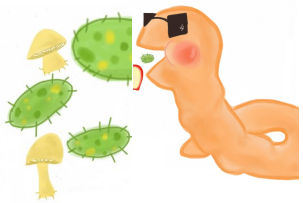
Draw a LINE from the bins to the correct location.

Dibuja una línea desde los contenedores a la ubicación correcta



Recycling Facility

Landfill



Decomposers

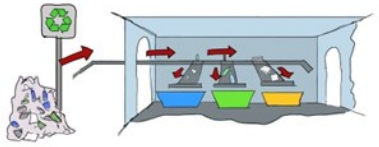
KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Draw a LINE from the bins to the correct location.

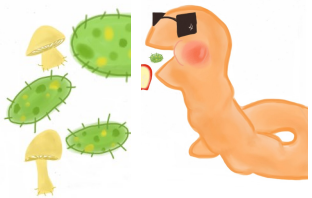
Dibuja una LINEA desde los contenedores a la ubicación correcta

Exhibit B



Recycling Facility

Landfill



Decomposers

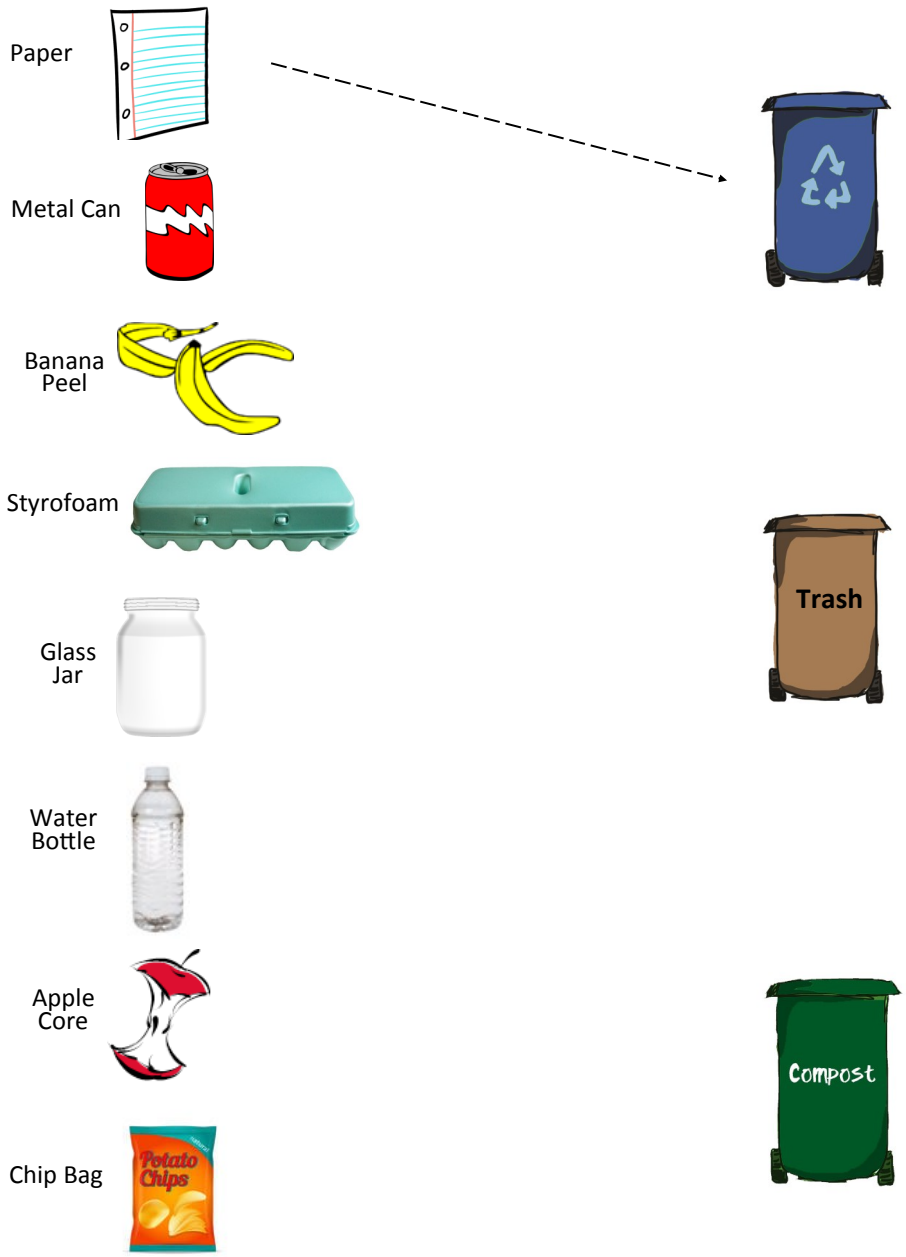
KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Exhibit B

Draw a LINE from the item to the correct bin.

Dibuja una LINEA desde el objeto al contenedor correcto.

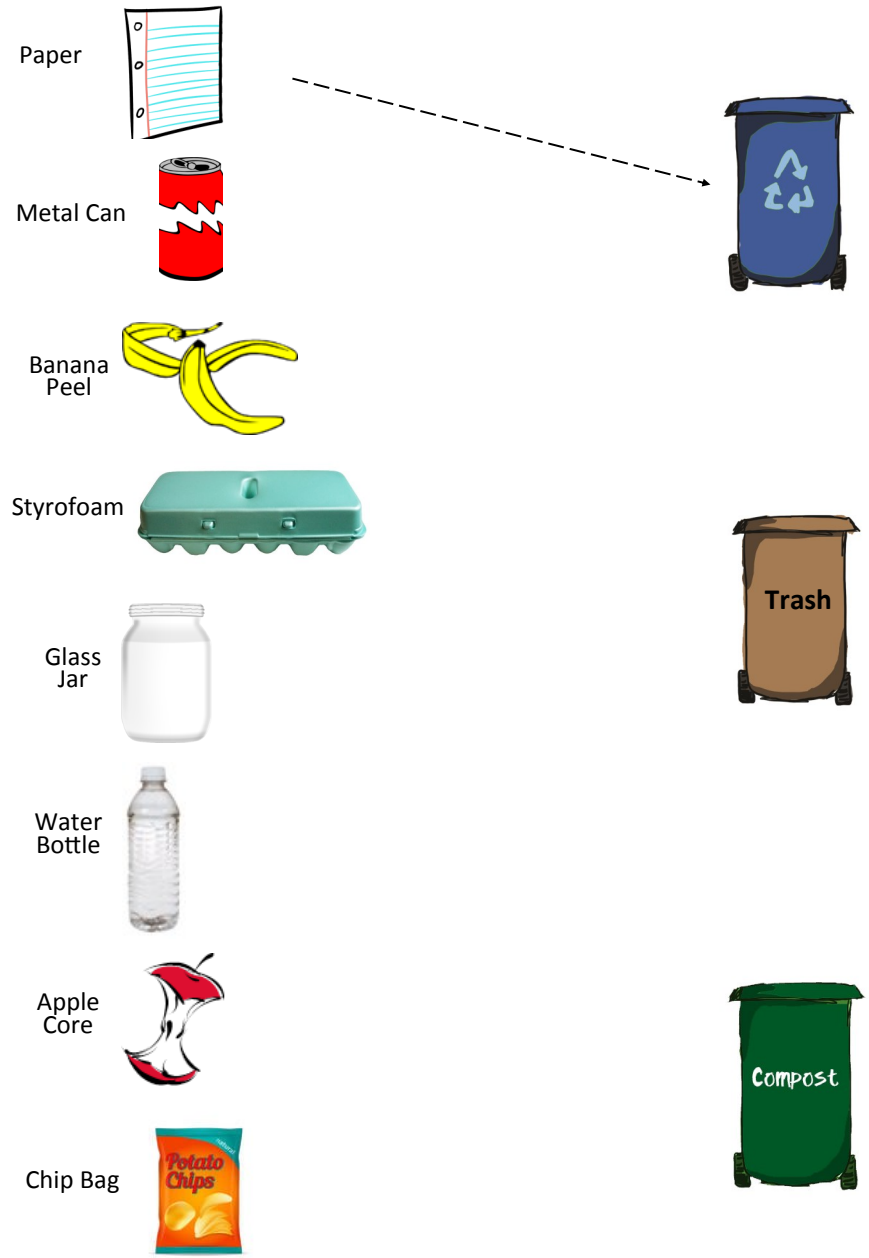


KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Draw a LINE from the item to the correct bin.

Dibuja una LINEA desde el objeto al contenedor correcto.



KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Name one place or store you can take the following items for “special recycling”.

Escribe al nombre del sitio o tienda que puede tomar los siguientes artículos para “reciclaje especial”.

Battery
Batería

_____

Lightbulb
Bombilla

_____

Old T-Shirt
Camisa vieja

_____

List three decomposers (remember the FBI).

Enumera tres descomponedores (Recuerda “FBI”).

_____

_____

_____

What percentage of “trash” is Austin trying to divert (*send away*) from landfills by the year 2040?

La cuidad de Austin está tratando a quitar (desviar) cual porcentaje de la “basura” de los vertederos para el año 2040?

A. 45%
B. 60%
C. 75%
D. 90%

KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Name one place or store you can take the following items for “special recycling”.

Escribe al nombre del sitio o tienda que puede tomar los siguientes artículos para “reciclaje especial”.

Battery
Batería

_____

Lightbulb
Bombilla

_____

Old T-Shirt
Camisa vieja

_____

List three decomposers (remember the FBI).

Enumera tres descomponedores (Recuerda “FBI”).

_____

_____

_____

What percentage of “trash” is Austin trying to divert (*send away*) from landfills by the year 2040?

La cuidad de Austin está tratando a quitar (desviar) cual porcentaje de la “basura” de los vertederos para el año 2040?

A. 45%
B. 60%
C. 75%
D. 90%

KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Exhibit B

Draw a LINE from the item to the correct bin.

Paper

Metal Can

Banana Peel

Styrofoam

Glass Jar

Water Bottle

Apple Core

Chip Bag

KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Draw a LINE from the items to the correct bin.

Paper

Metal Can

Banana Peel

Styrofoam

Glass Jar

Water Bottle

Apple Core

Chip Bag

KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Name one place or store you can take the following items for “special recycling”.

Battery _____

Lightbulb _____

Old T-Shirt _____

Circle the item below that you can both compost AND recycle.

What percentage of “trash” is Austin trying to divert (*send away*) from landfills by the year 2040?

_____

What is the most important function of a landfill’?

A. Hold as little trash as possible

B. Prevent leachate and other toxins from escaping into the environment

C. Decompose the waste inside

D. Produce methane gas to generate electricity

KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Name one place or store you can take the following items for “special recycling”.

Battery _____

Lightbulb _____

Old T-Shirt _____

Circle the item below that you can both compost AND recycle.

What percentage of “trash” is Austin trying to divert (*send away*) from landfills by the year 2040?

_____

What is the most important function of a landfill’?

A. Hold as little trash as possible

B. Prevent leachate and other toxins from escaping into the environment

C. Decompose the waste inside

D. Produce methane gas to generate electricity

KEEP AUSTIN BEAUTIFUL

AUSTIN RESOURCE RECOVERY

Organizational Structure

For more than 30 years, Keep Austin Beautiful has been providing resources and education to engage citizens in building more beautiful communities. In order to achieve our mission, Keep Austin Beautiful operates extensive ongoing programming in Austin to cleanup, beautify, and restore public spaces in the community and educate youth and adults about resource conservation and environmental stewardship.

Keep Austin Beautiful has long standing relationships with the City of Austin and Travis County, dozens of local corporate partners and private foundations, as well as extensive partnerships with civic organizations including nonprofits, youth groups, neighborhood associations, and thousands of volunteers. In a commitment to the larger environmental community, Keep Austin Beautiful engages with the following organizations:

- State of Texas Alliance for Recycling
- North American Association for Environmental Education
- Texas Association for Environmental Education
- Informal Science Education Association of Texas
- Texas Environmental Education Advisory Committee

Over the past thirteen years, Keep Austin Beautiful has made youth education a top priority and built an entire education program from the ground up. Keep Austin Beautiful has developed hands-on activities that integrate environmental sciences into the core science curriculum at schools, while meeting state education requirements. Activities emphasize multiple dimensions of environmental stewardship including recycling, waste reduction, composting, native plants, habitat restoration, and water quality. Keep Austin Beautiful's focus on service-learning and connecting students with community opportunities provides Austin youth with engaging real-world learning experiences that transform attitudes and foster stewardship of our natural resources.

While the majority of our programming is implemented on the ground, Keep Austin Beautiful has and will continue to serve as a model for best practices within the education and volunteer community at large. Over the last five years, Keep Austin Beautiful has been recognized with the following awards:

- 2013 Keep Texas Beautiful Education Award
- 2015 State of Texas Alliance for Recycling (STAR) for the Linda B. Smith Memorial Award for Outstanding Environmental Youth Education and Outreach Program
- 2015 Central Texas Afterschool Network (CTAN) for the Out of School Partner Award
- 2017 John F. Ahrns Award for Environmental Education from Westcave Outdoor Discovery Center

Keep Austin Beautiful has built the infrastructure, resources, partnerships, and experience needed to be an effective leader in the Austin community in the area of solid waste education and sustainability. Our youth education programs have matured and become a valuable resource in the community. The success of Keep Austin Beautiful school presentations is best captured in the below teacher quotes:

"The students loved this program. The learning was not rushed. My scholars learn very well when learning is done both visually and hands on. This program incorporated both and gave them time to think."
- Connie Rivera, teacher at Barbara Jordan

Qualifications & Management Structure

"I really liked that the instructors, both this year and last, had great behavior management, so the kids were actually paying attention. There were also games and different kinds of activities and songs to keep them engaged."
– Maelia Ramirez, teacher at Zilker Elementary

"I see my 5- and 6- year old students becoming advocates for the environment and having a real sense of agency: they believe they can make positive changes in their world."
- Mary Metcalf, teacher at Maplewood Elementary

Program Management Structure

Keep Austin Beautiful is prepared to dedicate two Environmental Educators for the purposes of implementing Generation Zero. The Keep Austin Beautiful Environmental Educators will be available with a flexible schedule to accommodate teacher presentation requests. Each of the educators will focus on particular grade level segments (K-5th and 6th-12th).

These educator positions will be supported by the entire Keep Austin Beautiful education team. If for any reason, an educator cannot meet the school presentation commitment for that day, cross training will allow another staff member to step in and provide support.

Alecia Casper, Education Program Manager

An Education Program Manager will oversee all aspects of Generation Zero. For the past 8 years, Alecia Casper has served on Keep Austin Beautiful's education team. She has developed a comprehensive youth education program that focuses on solid waste, water quality, and reaches schools, afterschool programs, and informal youth groups. Alecia brings over 12 years of experience in the areas of environmental education, community outreach, and service to diverse populations including teaching, developing, and managing urban environmental education programs. Please see enclosed resume for more details.

Alecia's primary role in accordance with ARR's Youth Education RFP will be to report to Austin Resource Recovery on a monthly basis, to maintain and update a zero waste curriculum, to serve as the key liaison for maintaining and building school partnerships, to produce promotional materials, and to provide oversight to the Keep Austin Beautiful Environmental Educators.

Education Program Manager will

- meet with ARR for all presentation development.
- maintain and update a zero waste and sustainability focused curriculum.
- maintain up-to-date school contact list.
- order supplies associated with Generation Zero presentations.
- coordinate with subcontractors to produce promotional materials and teacher resources.
- provide oversight to the Environmental Educators.
- schedule Generation Zero school presentations.
- lead Generation Zero presentations as needed.
- track and compile all registration and evaluation forms.
- report to Austin Resource Recovery on a monthly basis.
- compile and share pre- and post- survey information with ARR.
- maintain up-to-date background checks of education team to provide ARR annually.

Gaby Benitez, Keep Austin Beautiful Environmental Educator

As a current Environmental Educator, Gaby Benitez's primary role will be to lead presentations. Gaby has delivered Generation Zero programming to schools during the 2017-2018 school year. She speaks and

writes Spanish fluently, and has experience delivering Generation Zero lessons and activities with Spanish-speaking students. With a double major in biology and environmental science and policy from Duke University, Gaby brings the knowledge and expertise needed to efficiently deliver programming.

Keep Austin Beautiful Environmental Educator –*To be hired*

In addition to current staff, Keep Austin Beautiful will hire an additional Environmental Educator whose primary role will be to lead Generation Zero presentations. The Environmental Educators will be fluent in Spanish, and possess a minimum of 1 year teaching experience and a Bachelor's degree in one of the following: environmental conservation, horticulture, ecology, education, or general science.

Keep Austin Beautiful Environmental Educators will:

- lead Generation Zero presentations.
- report to Keep Austin Beautiful Education Program Manager on a weekly basis.
- send teacher evaluations to contacts directly after lesson series.
- grade and compile pre- and post- survey data.
- coordinate scheduling for Activity Kits.
- keep Generation Zero supplies and Activity Kits fully stocked.

Subcontractors

Darlene Watkins

Public Involvement Specialist Darlene Watkins brings 15 years of experience as a multi-level experienced outreach professional. She has consulted on projects in the public, private and nonprofit sectors including the City of Austin, Austin Independent School District, State of Texas, Central Texas Regional Mobility Authority, and Huston-Tillotson University. Darlene insists that an understanding of target communities – on multiple levels including social, economic, environmental and cultural – is paramount for a clients' project outcome.

Darlene Watkins services will include:

- Outreach services
- Communication and graphic design

EnviroMedia

Headquartered in Austin and founded in 1997, EnviroMedia is the nation's first full-service marketing and consulting firm to focus exclusively on protecting public health and the environment. We work with the world's most innovative agents of change in the areas of solid waste and recycling, alternative transportation, air quality, and water and energy efficiency.

- Certified by the City of Austin as a WBE (Women's Business Enterprise)
- Agency of record for "Don't Mess with Texas" litter prevention program for 14 years (Texas Department of Transportation); including creating and managing the "Litter Force" school outreach and education program for elementary students statewide, including in Austin schools.
- In-school water conservation elementary school outreach and education ("Water4Otter") for North Texas Municipal Water District since 2014
- "Trashquatch" middle school outreach statewide for the Tennessee Department of Transportation "Nobody Trashes Tennessee" litter prevention campaign
- Cofounders of America Recycles Day, and founders of new #WasteLessWednesday social media campaign

EnviroMedia services will include:

- Content generation
- Production of marketing materials
- Digital campaign creation

Exhibit B

Alecia M. Casper

327 Shady Oaks Loop, Cedar Creek, TX 78612 – 512.627.0732 – alecia@hudson-hope.com

Summary

- Experience teaching a variety of natural science education topics
- Proven leadership and organizational skills
- Over 14 years of educational experience with Pre-K–12 and adults

Professional Experience

Education Programs Manager – *Keep Austin Beautiful* 2013 – Present

Supervisor: Rodney Ahart, Executive Director, rodney@keepaustinbeautiful.org

- Promoted from Environmental Educator to Coordinator to Manager.
- Coordinate and schedule education programming for four programs that serves over 10,000 students (K-12) annually; 2 in-class, 1 afterschool, 1 outreach resource program
- Manage team of at least 2 fulltime educators, with additional part-time educators and high school interns at times.
- Develop and update TEKS aligned curriculum focused on water quality and recycling education.
- Designed and implemented organizational systems including monthly tracking, program procedures, training plans, program budgeting, yearlong scheduling, and physical resource management.
- Generate biannual and annual evaluative reports for education programs and submit comprehensive reporting for private, city, and state grants and funders.
- Coordinate, organize, and execute multi-night camping trips, large group service projects, and outdoor adventure trips for middle and high school groups up to 60 participants at a time.
- Represent Keep Austin Beautiful on community organizations such as Environmental Sustainability Advisory Committee for AISD, Texas Environmental Education Advisory Commission for TEA, etc.

Environmental Educator – *Keep Austin Beautiful* 2010 – 2013

Supervisor: Ilya Shmulenson, Director of Programs, Ilya@keepaustinbeautiful.org 512.391.0617 x701

- Directly taught over 1,500 youth annually through over 300 in-school presentations annually on various environmental topics including water quality, recycling, composting, gardening, local wildlife, and responsible outdoor recreation.
- Planned semester outlines and led three weekly afterschool classes at middle and high schools, reaching 30 students weekly.
- Facilitated and organized summer programming activities, supplies, and staffing for over 100 youth and 3 high school interns each summer.
- Developed TEKS aligned curriculum with PPTs, supplemental activities, and worksheets in various topics including benthic water quality studies, native plant ID and collection, native landscape design and installation, and local wildlife studies.
- Designed, installed, and maintained five native habitats/gardens at AISD schools.
- Assisted in compiling semester reports, monthly eNews articles, weekly Facebook updates, blogs, and annual presentations to Board of Directors.

Naturalist and Educator – *Lower Colorado River Authority – McKinney Roughs Nature Park* 2009 – 2011

Supervisor: Joanie Steinhaus, Program Coordinator, 512.303.5073

- Led weekly outreach educational programs and presentations for youth and adults. Programs included native wildlife presentations with live animals, interpretive hikes, nighttime star programs, and GPS scavenger hunts.
- Maintained and cared for live program animals including daily feeding, cleaning, and record keeping.
- Wrote a 36 page care manual for the animals of McKinney Roughs including fish, alligators, turtles, and snakes.
- Receptionist for front desk welcoming guests, providing maps and hiking guides, managing sales of gift shop items, and answering and directing phone calls.
- Coordinated and trained educational volunteers and planed educational stations for large Earth Day events.

Summer Camp Counselor – *LCRA, McKinney Roughs Nature Park* *Summers of* 2008 – 2011

Supervisor: Lynette Holtz, Program Coordinator, 512.303.5073

- Planned and facilitated lessons and activities for 1000 K-8 youth. Topics included water, aquatic ecology, bio indicators, water testing, conservation, river development and function, impact of wetlands and runoff, renewable energy, population sampling, and habitat restoration.
- Engaged youth in large and small group activities and team building lessons.

Education

St Edward's University, Elementary Education – GPA 4.0 Graduated December 2012

Related Coursework and Professional Skills

- Native Plant Biology
- Business and Professional Speaking
- Education Technology Integration
- Elementary Instructional Methods and Management

Professional Speaking Engagements and Awards:

- October 2014 - Presenter at North American Association of Environmental Education Annual Conference - session on developing effective programming to promote educator engagement
- January 2015 – Presenter at Informal Science Educators Association Annual Conference – session on creating synergistic partnerships between non-profits, city/state agencies, and local school districts.
- May 2015 – Awarded Central Texas Afterschool Network 2015 Out-of-School Time Partner Award for work with the Keep Austin Beautiful Green Teens club at Martin Middle School.
- October 2017 – Presenter at the Texas Association of Environmental Educators Annual Conference – session on creating meaningful service projects for youth
- Fall 2017 – John Ahrns Award for Environmental Education: Keep Austin Beautiful Education Program

GABRIELLE BENITEZ

Exhibit B

WORK EXPERIENCE

Environmental Educator [Aug 2017 - Present]
Keep Austin Beautiful
Teaches in-class zero-waste curriculum for grades K-12
Cultivates understanding of environmental connection and impact

Team Member [Sept 2015 - May 2016]
Duke Students for Sustainable Living

Intern [Summer 2015]
DEKAMER Sea Turtle Rescue Center, Dalyan, Turkey
Data collection/field work, patrol leader, tour guide, sea turtle care

Barista [Sept 2012 – May 2016]
Duke Coffeehouse

Undergraduate Researcher [Sept 2013 - Dec 2014]
Johnsen Lab, Duke University
Animal husbandry, data collection

Lab Assistant [Jan - May 2014]
Silliman Lab, Duke University
Literature review

Lab Assistant [Sept 2012 - May 2013]
Wright Lab, Duke University
Data collection

Communications Intern [May - Aug 2014]
Amala Foundation, Austin, TX
Community outreach, events and fundraising, bloggeing

Daycare Assistant [May – Dec 2013]
Xplor Circle C, Austin, TX
Worked with school-age children

Camp Counselor [Summers 2008, 2009]

SKILLS

Conversational Spanish Speaker
PADI Open-water Certified (Novice)
Blogging, event planning, community outreach
Microsoft Office, STATA, Wordpress

EDUCATION

Duke University [May 2016]
B.A. Environmental Science and Policy
B.S. Biology
GPA 3.5,

RESEARCH

Independent Study, Duke University Marine Lab
Toxicological effects of BPA-alternatives

SROP Participant, Duke University
Visual ecology of yellow-spotted stingrays

BioCORE Research Scholar, Duke University

VOLUNTEER WORK

Duke Campus Farm, Durham, NC

GANO Tutoring, Durham, NC
English tutoring for Spanish-speaking adults

The Amala Foundation, Austin, TX
Global Youth Peace Summit, Camp Indigo, Young Artists in Service

Sterling Hunter Jumpers, Austin, TX
Camp Counselor and Riding instructor

The Austin Children's Museum, Austin, TX

PROJECTS

Real Food Calculator
Pollinator-friendly Campus Commitment

CONTACT

Gabrielle Benitez
pgabriellebenitez@gmail.com
512.590.9097

Exhibit B

The City of Austin
Small & Minority Business Resources Department affirms that

EnviroMedia, Inc.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

Women-Owned Business Enterprise

by the City of Austin.

Veronica Briseño, Director
Small & Minority Business Resources Department

VENDOR CODE: **VC0000101574**

EXPIRATION DATE:
06/06/2020

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

Exhibit B

The City of Austin
Small & Minority Business Resources Department affirms that

Darlene Watkins dba Reach Out Austin!

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

Minority-Owned Business Enterprise and Women Owned Business Enterprise

by the City of Austin.

Veronica Briseño, Director
Small & Minority Business Resources Department

VENDOR CODE: V00000924464

EXPIRATION DATE:
09/25/2020

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

If requested, Keep Austin Beautiful will be available for in-person clarification meetings with City staff.

Proposal Acceptance Period

Keep Austin Beautiful understands that the proposal is valid for 180 calendar days subsequent to the RFP closing date.

Appendix A

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Zero Waste Youth Education Program
Solicitation Number	RFP 1500 MHJ3001

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	3.92	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	4.13	%

Section II — Bidder Company Information

Company Name	Keep Austin Beautiful ,	
Address	55 North IH 35, Ste 215	
City, State Zip	Austin, TX 78702	
Phone	512-391-0617	
Fax	512-391-0624	E-Mail rodney@keepaustinbeautiful.org
Name of Contact Person	Rodney Ahart	
Is your company registered on Vendor Connection?	Yes [X] No [ ] *If yes, provide Vendor Code* KEE2684250 If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes [ ] No [X] *If yes, please indicate:* MBE [ ] WBE [ ] MBE/WBE Joint Venture [ ]	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Rodney Ahart, Executive Director
Name and Title of Authorized Representative

Rodney Ahart
Signature

June 7, 2018
Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder ***HAS*** [✓] ***HAS NOT*** [ ] *complied as per the City Code Chapter 2-9C through GFE.*

Reviewing Counselor _____ Date 6/15/18

I have reviewed this Compliance Plan and have found the Bidder ***COMPLIANT*** [X] ***NON-COMPLIANT*** [ ]

Director /Assistant Director _____ Date 6-18-18

Appendix A

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? *(If no, attach documentation of Good Faith Efforts)* Yes [x] No [ ]

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

	MBE/WBE Project Goal		Bidder Participation Goal	
African American		%	$	%
Hispanic		%	$	%
Asian/Native American		%	$	%
WBE	4.13	%	$ 12000	6.48 %
MBE	3.92	%	$ 8000	4.32 %
MBE/WBE Combined		%	$	%
Non-Certified			$	%
Total Subcontractor Amount			$ 20,000	10.80 %
Bidder's Own Participation **(less any subcontracted amount)** Are you counting your own participation toward the goals? **(if yes, indicate below)** [ ] AA [ ] HIS [ ] A/NA [ ] WBE [ ] MBE			$	%

Base Bid Amount (*Subs + Bidder amount*) $ 185240 **100 %**

For SMBR Use Only:

Verified participation for each category:

African-American _____ % **Hispanic** _____ % **Asian/Native American** _____ % **WBE** _____ %

MBE 4.32 % **WBE** 6.48 % **Combined MBE/WBE** _____ %

Prime 89.20 % **Non-Certified** 0.00 %

Appendix A

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	EnviroMedia	
City of Austin Certification Data	☐ MBE ☒ WBE Gender/ Ethnicity: Female, Caucasian	
Vendor Code	VC0000101574	
Address/ City / State / Zip	2021 East 5th Street, Ste 150, Austin, TX 78702	
Contact Person & Phone #	Valerie Salinas-Davis, 512-476-4368	
Fax & Email Address	512-476-4370, vdavis@enviromedia.com	
Commodity Codes	91522	
Commodity Codes Descriptions	COMMUNICATION MARKETING SERVICES	
Amount of Subcontract	$ 12,000	6.48 %

Name of MBE/WBE Certified Firm	Darlene Watkins	
City of Austin Certification Data	☒ MBE ☐ WBE Gender/ Ethnicity: Female, African American	
Vendor Code	V00000924464	
Address/ City / State / Zip	4600 Mueller Blvd, Unit 4020, Austin, TX 78723	
Contact Person & Phone #	Darlene Watkins, 512-707-1622	
Fax & Email Address	info@reachoutaustin.com	
Commodity Codes	91522	
Commodity Codes Descriptions	COMMUNICATION MARKETING SERVICES	
Amount of Subcontract	$ 8,000	4.32 %

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Appendix A

Section V — Disclosure of Non-Certified Subcontractors

(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? **Yes** [x] **No** [ ] **If no, state reason(s) below and attach documentation:**

Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Appendix A

Section VI — Disclosure of Second-Level Subcontractors

(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		

Appendix A

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes [x] No [ ]

(If no, complete and submit Section VIII Compliance Plan Check List)

If the goals or subgoals were not achieved, all questions in Section VIII ***must*** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*.** The completion and submission of this form is not required if the above question is answered *Yes*.

N/A

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes [ ]	No [ ]
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes [ ]	No [ ]
• Copy of advertisements placed in local publication	Yes [ ]	No [ ]
• Copy of notices sent to Minority and Women organizations	Yes [ ]	No [ ]
• Documentation that demonstrates additional GFEs: o Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor o Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services o Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice	Yes [ ]	No [ ]

Were additional elements of work identified to achieve the goals or subgoals? Yes [ ] No [X]

If yes, please explain: _____

Was SMBR contacted for assistance? Yes [X] No [ ]

If yes, complete following:

Contact Person: Rachelle Delouis

Date of Contact: 6-5-18

Summary of Request: To review MBE/WBE Compliance Plan requirements

Were Minority or Women organizations contacted for additional assistance? Yes [ ] No [X]

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

CITY OF AUSTIN

CITY CODE CHAPTER 2-9C
NON-PROFESSIONAL
MBE/WBE PROCUREMENT PROGRAM

Solicitation Name: Zero Waste Youth Education Program

Solicitation Number: RFP 1500 MHJ3001

Issue Date: 05/07/2018

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MBE/WBE GOALS

Annual/Project Participation Goals				Annual/Project Participation Subgoals		
MBE	3.92	%	OR	African American		%
WBE	4.13	%		Hispanic		%
Combined MBE/WBE		%		Asian/Native American		%
				WBE		%

OVERVIEW

This document should be read in conjunction with the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Commodities (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at http://www.austintexas.gov/smbrdocuments or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Invitation for Bid agree to abide by the City's Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City's MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project's goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City's solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A) and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *MBE/WBE Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact is not a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a "no-contact" period from the date the City issues a solicitation until the contract is executed. During the "no-contact" period, a person responding to a City solicitation can speak only to the contract's authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *MBE/WBE Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

MBE/WBE COMPLIANCE PLAN INSTRUCTIONS
(See Appendix A)

If the *MBE/WBE Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

SMBR may request written clarification of items listed on the *MBE/WBE Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *MBE/WBE Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *MBE/WBE Compliance Plan*. Changes to the *MBE/WBE Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use "none" or "N/A" where appropriate, and sign and date the *MBE/WBE Compliance Plan* as indicated. ***MBE/WBE Compliance Plans* not complying with the *MBE/WBE Compliance Plan* Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as "Reserved for City of Austin SMBR Only" should be left blank.

Section III MBE/WBE Compliance Plan Summary

This section is a summary of subcontractor participation for this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The MBE/WBE Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Subcontractors

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE's subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the MBE/WBE Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *MBE/WBE Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

(1) work performed by the MBE/WBE's own forces;

(2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and

(3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

(1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.

(2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the MBE/WBE Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the MBE/WBE Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not

performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the MBE/WBE Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the MBE/WBE Compliance Plan is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable.*** If Bidder did meet the project goals, please indicate "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII MBE/WBE Compliance Plan Checklist

Please complete the *MBE/WBE Compliance Plan Checklist* with the information requested if the stated project goal(s) are not met.

GOOD FAITH EFFORTS INSTRUCTIONS
(See *Appendices B and D)*

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the MBE/WBE Compliance Plan. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The *Availability List* (Appendix D) is included with the solicitation documents and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area.* As part of Good Faith Efforts, Bidders ***must*** contact ***all*** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may request from SMBR or visit https://www.ci.austin.tx.us/financeonline/vendor_connection/search/vendors/certvendor.cfm for proof of certification and the specific work areas for which the subcontractor has been certified.

Appendix B provides a format for collecting required information from the subcontractors on the *Availability List.* The information must be obtained at least seven (7) business days prior to the submission of the *MBE/WBE Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Included with the solicitation documents is an alphabetized list containing the names and addresses of the MBE/WBE Firms listed on the Appendix D. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

F	Female	M	Male
AA/B	African American	H	Hispanic
A/NA	Asian/Native American	W/C	Caucasian
LOC	A firm's two-digit location code (e.g., SL or TX)	AU	Austin
SL	Significant Local Business Presence (SLBP)	TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *MBE/WBE Compliance Plan* and the Good Faith Efforts documentation submitted with the *MBE/WBE Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

(A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the *MBE/WBE Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria). The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.

(B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.

(C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.

(D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

(E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).

(F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.

(G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

(A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.

(B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information)
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*)
- Lists and copies of letters sent by mail, hand delivered, or e-mailed
- Breakdown of negotiations made with certified firms
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media
- Other communications regarding contacts with trade associations and Chambers of Commerce

The following additional Good Faith Efforts factors may also be considered:

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant)
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services
- Copies of all proposals received in response to Bidder contacting other Firms

POST-AWARD INSTRUCTIONS
(See Appendix C)

Confirmation Letters

All Bidders are required to include copies of the confirmation letters received from subcontractors, confirming the Subcontractors' willingness to provide services should the contract be awarded.

Changes to the *MBE/WBE Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *MBE/WBE Compliance Plan* must be submitted on the Request for Change of *MBE/WBE Compliance Plan* Form for all levels of subcontracting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *MBE/WBE Compliance Plan.* The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

- **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval

to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

- **Progressive Sanctions**

The successful Bidder's MBE/WBE Compliance Plan will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved MBE/WBE Compliance Plan ; and
- Failure to comply with the approved MBE/WBE Compliance Plan without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

Appendix A

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Zero Waste Youth Education Program
Solicitation Number	RFP 1500 MHJ3001

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	3.92	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	4.13	%

Section II — Bidder Company Information

Company Name	Keep Austin Beautiful .	
Address	55 North IH 35, Ste 215	
City, State Zip	Austin, TX 78702	
Phone	512-391-0617	
Fax	512-391-0624	E-Mail rodney@keepaustinbeautiful.org
Name of Contact Person	Rodney Ahart	
Is your company registered on Vendor Connection?	Yes [X] No [ ] *If yes, provide Vendor Code* KEE2684250 If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes [ ] No [X] *If yes, please indicate:* MBE [ ] WBE [ ] MBE/WBE Joint Venture [ ]	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Rodney Ahart, Executive Director
Name and Title of Authorized Representative

Rodney Ahart
Signature

June 7, 2018
Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder ***HAS*** [ ] ***HAS NOT*** [ ] *complied as per the City Code Chapter 2-9C through GFE.*

Reviewing Counselor _____ Date _____

I have reviewed this Compliance Plan and have found the Bidder ***COMPLIANT*** [ ] ***NON-COMPLIANT*** [ ]

Director /Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? *(If no, attach documentation of Good Faith Efforts)* Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS
Use this section to calculate participation.
Include all details including the total dollar amount and percentage for each category where applicable.

	MBE/WBE Project Goal	Bidder Participation Goal	
African American	%	$	%
Hispanic	%	$	%
Asian/Native American	%	$	%
WBE	4.13 %	$ 12000	6.48 %
MBE	3.92 %	$ 8000	4.32 %
MBE/WBE Combined	%	$	%
Non-Certified		$	%
Total Subcontractor Amount		$	%
Bidder's Own Participation **(less any subcontracted amount)** Are you counting your own participation toward the goals? **(if yes, indicate below)** ☐ AA ☐ HIS ☐ A/NA ☐ WBE ☐ MBE		$	%

Base Bid Amount (*Subs + Bidder amount*) $ 185240 **100 %**

For SMBR Use Only:

Verified participation for each category:

African-American _____ % **Hispanic** _____ % **Asian/Native American** _____ % **WBE** _____ %

MBE _____ % **WBE** _____ % **Combined MBE/WBE** _____ %

Prime _____ % **Non-Certified** _____ %

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	EnviroMedia	
City of Austin Certification Data	☐ MBE ☒ WBE Gender/ Ethnicity: Female, Caucasian	
Vendor Code	VC0000101574	
Address/ City / State / Zip	2021 East 5th Street, Ste 150, Austin, TX 78702	
Contact Person & Phone #	Valerie Salinas-Davis, 512-476-4368	
Fax & Email Address	512-476-4370, vdavis@enviromedia.com	
Commodity Codes	91522	
Commodity Codes Descriptions	COMMUNICATION MARKETING SERVICES	
Amount of Subcontract	$ 12,000	6.48 %

Name of MBE/WBE Certified Firm	Darlene Watkins	
City of Austin Certification Data	☒ MBE ☐ WBE Gender/ Ethnicity: Female, African American	
Vendor Code	V00000924464	
Address/ City / State / Zip	4600 Mueller Blvd, Unit 4020, Austin, TX 78723	
Contact Person & Phone #	Darlene Watkins, 512-707-1622	
Fax & Email Address	info@reachoutaustin.com	
Commodity Codes	91522	
Commodity Codes Descriptions	COMMUNICATION MARKETING SERVICES	
Amount of Subcontract	$ 8,000	4.32 %

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%

Section V — Disclosure of Non-Certified Subcontractors
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? **Yes** [x] **No** [ ] **If no, state reason(s) below and attach documentation:**

Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subcontractors
(Duplicate as Needed)

Note:
- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		
First-Level Subcontractor		
Name of Second-Level Subcontractor	N/A	
City of Austin Certified? (choose one)	☐No ☐ MBE ☐ WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	$	%
First-Level Subcontractor		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes [x] No [ ]

(If no, complete and submit Section VIII Compliance Plan Check List)

If the goals or subgoals were not achieved, all questions in Section VIII ***must*** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan.*** The completion and submission of this form is not required if the above question is answered *Yes.*

N/A

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes [ ]	No [ ]
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes [ ]	No [ ]
• Copy of advertisements placed in local publication	Yes [ ]	No [ ]
• Copy of notices sent to Minority and Women organizations	Yes [ ]	No [ ]
• Documentation that demonstrates additional GFEs: o Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor o Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services o Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice	Yes [ ]	No [ ]

Were additional elements of work identified to achieve the goals or subgoals? Yes [ ] No [x]

If yes, please explain: _____

Was SMBR contacted for assistance? Yes [x] No [ ]

If yes, complete following:

Contact Person: Rachelle Delouis

Date of Contact: 6-5-18

Summary of Request: To review MBE/WBE Compliance Plan requirements

Were Minority or Women organizations contacted for additional assistance? Yes [ ] No [x]

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

Appendix B

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045 C-Congress Room.

Solicitation Name: N/A
Solicitation Number: _____
Location of Pre-bid Conference (if any) _____

Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- ☐ Asbestos Abatement
- ☐ Carpentry
- ☐ Carpeting
- ☐ Concrete
- ☐ Demolition Services
- ☐ Doors and Frames
- ☐ Drilling
- ☐ Drywall
- ☐ Electrical
- ☐ Excavation Services
- ☐ Fabricated Steel
- ☐ Flooring
- ☐ Glazing Services
- ☐ Hardware
- ☐ Heavy Construction Equipment
- ☐ Other _____
- ☐ HVAC
- ☐ Insulation
- ☐ Lab and Field Testing Services
- ☐ Landscaping
- ☐ Masonry
- ☐ Millwork
- ☐ Painting
- ☐ Paving and Resurfacing
- ☐ Plumbing
- ☐ Roofing
- ☐ Stone
- ☐ Tile
- ☐ Weather and Waterproofing
- ☐ Welding
- ☐ Windows
- ☐ Other _____

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ (Name) at _____ (Telephone) or _____ (Fax)

_____ (Email)

All Responses MUST be received by: _____

Appendix C

CONFIRMATION LETTER

N/A

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: $

Project/Solicitation Number: ___ _____

Project Name: _____

Type of Agreement *(check one)*: ☐ Lump Sum ☐ Unit Price ☐ Commodity

Period of Performance: _____ Level of Subcontracting *(check one)*: ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: $ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

_____

_____

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements

Prime Contractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

_____
Notary Public

***Including Suppliers, Manufacturers, Alternates**

Subcontractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

_____
Notary Public