Amendment No. 2
to
Contract No. NA190000075
for
Rigid Plastics Recycling Services
between
Balcones Recycling Inc.
and the
City of Austin

1.0 The City hereby exercises this extension option for the above-referenced contract. The Unilateral Extension Option will be effective January 31, 2022 through January 30, 2023. One option will remain.

2.0 The total contract amount is increased by $45,000.00 for the extension option period.

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

4.0 By signing this Amendment, the City has certified that the vendor and its principles are not surrently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Program, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

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

CITY OF AUSTIN

Sandy Wirtanen

Digitally signed by Sandy Wirtanen
Date: 2021.12.13 10:44:24 -06'00'

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

12/13/2021

Date

Amendment No. 1
To
Contract No. NA190000075
For
Rigid Plastics Recycling Services
Between
Balcones Recycling, Inc.
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 31, 2021 through January 30, 2022. Two options will remain.

2.0 The total contract amount is increased by $45,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/31/2019 – 01/30/2021	$90,000.00	$90,000.00
Amendment No. 1: Option 1 – Extension 01/31/2021 – 01/30/2022	$45,000.00	$135,000.00

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

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

5.0 All other terms and conditions remain the same.

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

Sign/Date: Sarah Elizabeth Kaylor 11/4/2020

Printed Name: Sarah Kaylor
Authorized Representative

Balcones Recycling, Inc.
9301 Jonhhy Morris Road
Austin, Texas 78724
(512) 472-3355
skaylor@balconesrecycling.com

Sign/Date: Matthew Duree

Digitally signed by Matthew Duree
Date: 2021.01.06 13:19:49 -06'00'

Matthew Duree
Procurement Manager

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

MEMO TO FILE

Balcones Resources, Inc.
9301 Johnny Morris Rd
Austin, Texas 78724-1523

July 1, 2019

City of Austin, Purchasing Office
Attn: Cynthia Gonzales
Acting Deputy Purchasing Officer
P.O. Box 1088
Austin, TX 78767

Re: Balcones Resources, Inc.

Ladies and Gentlemen:

The purpose of this letter is to memorialize our meeting on June 10 and June 11, 2019 in Austin among Austin officials, myself, Kerry R. Getter of Balcones, and Ron Gonen and Michael Gajewski of Closed Loop Partners, LLC. As we informed you at the meeting, it is expected that Balcones will enter into a transaction this summer wherein an affiliate of Closed Loop will acquire 80% of the ownership interests of Balcones; existing stockholders of Balcones will continue to own 20% of its ownership interests. No portion of the purchase price will be funded with additional debt of Balcones. Following the closing of the transaction, I will remain as the President and Chief Executive Officer of Balcones.

At your earliest convenience, please return to me a countersigned copy of this letter, acknowledging receipt of this notice and that you have no objection to the transactions described above, including that the creditworthiness of Balcones will not be materially or adversely affected by such transactions, that the services to be provided by Balcones, or its ability to perform the services, under our agreement with the City of Austin, will not be materially or adversely affected, and that Closed Loop does not have a history of poor operations.

Very truly yours,

Kerry R. Getter
President and Chief Executive Officer

cc: City Law Department
PO Box 1088
Austin, TX 78767

ACKNOWLEDGED AND AGREED:

City of Austin

By: _____
Name: Richard McHale
Title: Interim Director

RECYCLING
SHREDDING
FUEL TECHNOLOGY
ECO-WORKS

9301 Johnny Morris Road
Austin, Texas 78724
Phone: 512.472.3355
Fax: 512.472.6203
www.balconesresources.com

BALCONES RESOURCES
Naturally Inspired Thinking

City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

January 31, 2019

Balcones Recycling, Inc.
Bob McGivney
Sales Director
9301 Johnny Morris Road
Austin, TX 78724

Dear Bob:

The City of Austin approved the execution of a contract with your company for rigid plastics recycling services in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Andy Dawson
Department Contact Email Address:	Andy.dawson@austintexas.gov
Department Contact Telephone:	512-974-4342
Project Name:	Rigid Plastics Recycling Services
Contractor Name:	Balcones Recycling, Inc.
Contract Number:	MA 1500 NA190000075
Contract Period:	1/31/2019 – 1/30/2021
Dollar Amount	$90,000
Extension Options:	Three 12-month options at $45,000/option
Requisition Number:	RQM 1500 18112900133
Solicitation Type & Number:	IFB 1500 SLW1012

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

Sincerely,

Sandy Wirtanen
Procurement Specialist IV
City of Austin
Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Balcones Recycling, Inc. ("Contractor")
for
Rigid Plastics Recycling Services
MA 1500 NA190000075

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 Balcones Recycling, Inc. having offices at Austin, TX 78724 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 1500 SLW1012.

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

1.1.1 This Contract

1.1.2 The City's Solicitation, IFB, 1500 SLW1012 including all documents incorporated by reference

1.1.3 Balcones Recycling, Inc.'s Offer, dated January 7, 2019, including subsequent clarifications

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

1.2.1 This Contract

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

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

1.3 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three additional 12- month periods at the City's sole option.

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

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

1.3.3 This is a 24-month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $90,000 for the initial Contract term and $45,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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.

BALCONES RECYCLING, INC.

X Sarah E Kaylor
Signature

Sarah Kaylor
Printed Name of Authorized Person

Director of Sales and Marketing
Title

1.30.19
Date

CITY OF AUSTIN

Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist IV
Title

1/30/19
Date

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: IFB 1500 SLW1012

DATE ISSUED: December 10, 2018

REQUISITION NO.: RQM 1500 18112900133

COMMODITY CODE: 92677

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

Sandy Wirtanen
Procurement Specialist IV
Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Rigid Plastics Recycling Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: January 8, 2019 at 2 PM

BID OPENING TIME AND DATE: January 8, 2019 at 3 PM

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

LIVE BID OPENING ONLINE:
For information on how to attend the Bid Opening 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 # IFB 1500 SLW1012	Purchasing Office-Response Enclosed for Solicitation # IFB 1500 SLW1012
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.

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

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 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

PROPOSAL TO PROVIDE
RIGID PLASTICS RECYCLING SERVICES
Solicitation No: IFB 1500 SLW1012

Presented to:
City of Austin

Submitted by:



9301 Johnny Morris Road
Austin, Texas 78724

January 7, 2019

BALCONES RESOURCES
Naturally Inspired Thinking

EXECUTIVE SUMMARY

Balcones Recycling, Inc. is a wholly owned subsidiary of Balcones Resources, an environmental services holding company incorporated in the State of Texas and headquartered in Austin. Balcones Recycling is the largest independent recycling company in the southwest and one of the top 100 in the combined U.S./Canada marketplace. Balcones Recycling, Inc. currently provides rigid plastic recycling services to the City of Austin as described in the scope of work included in Solicitation Number IFB 1500SLW1012.

Balcones Resources and its principals share the community values set forth by the City of Austin and have a long history of supporting local non-profits in a variety of areas including education, environment, health care, and minority business enterprises. Our Rigid Plastics Recycling Services solution continues to support the city's values and Zero-Waste goals.

The depth and breadth of experience of Balcones' Austin MRF management team is extraordinary. Over the past 30 years, the team has become nationally recognized as a leader in the industry which allows us to consistently produce the highest quality material in the marketplace. And as a result, Balcones is able to ensure consistent movement of material regardless of market conditions. Several of our company directors have pioneered the use of recycled paper in multiple manufacturing processes across the United States.

This proposal offers a solution for Austin residents to continue to recycle their rigid plastics, and Balcones will continue to assist the City in reaching its sustainability initiatives. Balcones will provide the necessary equipment, transportation, processing, and selling of the material. However, due to the nature of the material Balcones will not be able to process the material on our sorting line. We will have to hand sort the material on our tipping floor, and then bale the material by individual grades.

Through the term of our partnership, the City can expect transparency and accountability regarding operating costs, sale of recyclables, and all sources of revenue.

As specified in the Request for Quotation, Balcones has met the requirements related to scope of work provided by Austin Resource Recovery and provides the requested information further in this proposal.

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: Balcones Recycling, Inc.

Company Address: 9301 Johnny Morris Rd

City, State, Zip: Austin, Tx 78724

Vendor Registration No. Austin Finance ID# V00000915284

Printed Name of Officer or Authorized Representative: Bob McGivney

Title: Sales Director

Signature of Officer or Authorized Representative: 

Date: 1/7/19

Email Address: bob3@balconesresources.com

Phone Number: 512-472-3355 x336

*** Completed Bid Sheet, section 0600 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 at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

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

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

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

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

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

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

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

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

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 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".

CITY OF AUSTIN
SUPPLEMENTAL PURCHASE PROVISIONS
RIGID PLASTICS RECYCLING SERVICES
SOLICITATION NUMBER: IFB 1500 SLW1012

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the offer closing date by 1:00 PM CST. Any requests should be emailed to sandy.wirtanen@austintexas.gov.

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

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

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

      City of Austin Purchasing Office
      P. O. Box 1088 OR PURInsuranceCompliance@austintexas.gov
      Austin, Texas 78767

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.
(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

3. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three 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.

5. **STATEMENTS, INVOICES, and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Statements - By the 10th of each month, the Contractor shall provide ARR with an Invoice/Revenue Share Statement for the previous month, via email to ARR.AP@austinexas.gov and to the Contract Manager, detailing information for each pickup at the RRDOC, including a total net weight of Plastics collected and the calculation for reconciling the fee for services and the Revenue Share. If a Revenue Share is due to ARR, the Contractor shall include a record of electronic transfer with the Invoice/Revenue Share Statement. Contractor shall make payment to the City by electronic transfer

of funds by the 10th day of the month following the collections. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by electronic funds transfer.

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

A. A unique invoice number;
B. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable;
C. The Department's name, "Austin Resource Recovery";
D. The name of the Contract Manager for ARR; and
E. The Contractor's name and, if applicable, the tax identification number on the invoice, which must exactly match the information in the Contractor's registration with the City.

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

6. **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: Bureau of Labor Statistics	
Series ID: PCU429930429930	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Description of Series ID: Material Recyclers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

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

7. **INTERLOCAL PURCHASING AGREEMENTS:**

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.

8. **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:

Andy Dawson – Assistant Division Manager

Phone: 512-974-4342

Email: andy.dawson@austintexas.gov

CITY OF AUSTIN
SCOPE OF WORK
RIGID PLASTICS RECYCLING SERVICES
SOLICITATION NUMBER: IFB 1500 SLW1012

1.0 PURPOSE

The City of Austin ("City") seeks Contractors qualified to pick up, transport, and recycle rigid plastics ("Plastics"). This scope of work ("SOW") establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

All eligible bids submitted in response to this Invitation for Bids ("IFB") that address the objectives of the solicitation will be considered by Austin Resource Recovery ("ARR"). The Contract will be utilized by ARR. The City reserves the right to allow other City departments to utilize the Contract.

2.0 BACKGROUND

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

In support of the City's Zero Waste initiative, ARR intends to continue the Rigid Plastics Recycling Program in which citizens of Austin and Travis County may easily and safely drop off their unwanted Plastics for reuse or recycling. ARR will collect unwanted Plastics dropped off by citizens at ARR's Resource Recovery Drop-Off Center ("RRDOC"), located at 2514 Business Center Drive, Austin, Texas 78744, and the Contractor shall pick up the Plastics as needed and deliver them to a recycling facility for processing with reuse and recycling methodologies to keep them out of the landfill.

3.0 SCOPE OF WORK

The Contractor shall have a solution for providing services as required by ARR including the pickup, handling, transporting, and recycling/processing and/or reusing or reselling of Plastics collected by ARR from citizens residing in Austin and Travis County. The Contractor shall pick up Plastics in 'as-is' condition with no guarantees or warranties as to the value of the Plastics, using their own transport vehicles, containers, and related equipment.

3.1 Types of Plastics

3.1.1 Accepted Plastics: The types of Plastics to be accepted by ARR in relation to this IFB are primarily hard or rigid plastic items. However, under this program, ARR intends to accept plastic #'s 1, 2, 3, 4, 5, 6, and 7 with no restrictions on Plastic items that may include metal components or other types of material. ARR has no intention of requiring the public to remove metal components or other types of material from Plastic items. The Contractor shall have a solution for processing Plastics that may contain metal components (including small screws/bolts) or other materials. **Unless otherwise agreed upon between the Contractor and ARR, the Plastics will be mixed and may require separation prior to processing.** The Plastic items ARR intends to accept from the public include, but are not limited to, the following:

A. Plastic buckets with or without metal handles;
B. Plastic milk/soda crates;
C. Plastic laundry baskets;
D. Plastic lawn furniture;

E. Plastic landscape and microwave trays;
F. Plastic totes (any size);
G. Plastic drums (any size);
H. Plastic toys and playhouses;
I. Plastic children's electronics;
J. Plastic pet carriers;
K. Plastic pallets;
L. Plastic coolers;
M. Plastic shelving;
N. Plastic closet organizers;
O. Plastic dish drainers;
P. Plastic flower pots;
Q. Plastic traffic signs;
R. Plastic garbage cans;
S. CD's and DVD's (including plastic cases);
T. VHS tapes;
U. Blister packs;
V. Plastic 5-gallon water bottles;
W. Plastic computer housings (no circuits);
X. Automotive Plastics;
    1. Bumpers;
    2. Bed liners (from pickup trucks);
    3. Grills;
    4. Side-view mirrors;
    5. Headlights and rear lights; and
    6. Hubcaps; and
Y. PVC pipe.

3.1.2 Plastics Not Accepted: The types of plastics ARR will not be accepting from the public include, but are not necessarily limited to, the following:

A. Plastic film (grocery bags and stretch film);
B. Styrofoam;
C. Poly-coated paper (orange juice and milk cartons);
D. Flexible water hoses;
E. Hazardous material;
F. Medical waste; and
G. Oil/chemical/pesticide/herbicide containers.

Note: Contractors submitting a response to this IFB shall be able to accept all Plastics #'s 1, 2, 3, 4, 5, 6, and 7, including items listed in all categories within section 3.1.1 above, with no restrictions on Plastic items that may include metal components or other types of material.

3.2 Material Management Priority

The Contractor shall evaluate collected Plastics to determine their functional value, and shall process all Plastics by adhering to the following hierarchy of management options, in order of priority:

3.2.1 Reuse/Resell;
3.2.2 Repair/Refurbish/Remanufacture;

3.2.3 Recover Functional Components;
3.2.4 Recycle Constituent Materials; and
3.2.5 Responsibly Dispose of Materials (as described in Section 3.3).

Note: Burning or incineration for energy production does not meet the City's definition for "zero waste" and shall not be acceptable.

3.3 Disposal

3.3.1 In the event that material cannot be recovered, refurbished, repaired, or recycled, the Contractor shall properly dispose of material in compliance with all environmental laws, and with all other federal, state, and local laws, regulations, or requirements of any kind relating to the disposal of hazardous and non-hazardous materials. Should new markets become available during the contract period for materials being disposed of, the material flow shall be diverted.

3.3.2 The Contractor shall provide ARR with written notification at least thirty days prior to any change in ownership of a facility owned by the Contractor, or of a facility owned by any subcontractor.

3.4 Pick Up

3.4.1 The Contractor shall pick up Plastics from the RRDOC, located at 2514 Business Center Drive, Austin, Texas 78744 at a mutually agreed upon scheduled time.

3.4.2 As necessary, ARR will contact the Contractor to schedule a pickup of Plastics, and the Contractor shall pick up Plastics within two business days of being contacted. The Contractor may propose a regularly scheduled pickup time, if that better meets the business model of the Contractor.

3.4.3 After contract award, but prior to services starting, the Contractor and ARR will come to a mutually agreed upon schedule as to when the Contractor shall provide ARR with vehicle numbers and the tare weight of each vehicle that will be used to transport Plastics so that net weights may be accurately calculated.

3.4.4 The Contractor and ARR shall jointly observe and record the gross weight of each vehicle, using ARR's scale, once Plastics have been loaded into it. The Contractor and ARR shall each keep a log of the date and time the Contractor's vehicle leaves the RRDOC, as well as the vehicle number, gross weight, tare weight, and weight of Plastics for each pickup.

3.4.5 ARR reserves the right to add or change pickup locations at any time if deemed necessary by ARR.

3.5 Collection Containers/Trailers and Other Equipment

3.5.1 The Contractor shall furnish all collection containers/trailers and instructions necessary for proper material handling or preparation, to be utilized by ARR at the RRDOC to collect Plastics from customers. As the containers/trailers are filled, ARR will contact the Contractor to pick up and transport the full containers/trailers to the appropriate recycling facility. When full containers/trailers are picked up, the Contractor shall furnish empty replacement containers/trailers. Containers/trailers shall be picked up by the Contractor within two business days of being contacted by ARR. The Contractor may also propose a regularly scheduled pickup time if that better meets the business model of the Contractor.

3.5.2 The Contractor shall also furnish any other equipment and materials required to prepare Plastics for the Contractor to pick up and transport.

3.6 Contractor Labor and Supervision

3.6.1 The Contractor shall provide all labor, supervision, and training necessary for the Contractor and its employees and/or any subcontractors to safely, efficiently, and successfully provide the services as required by the terms of the resulting contract.

3.6.2 The Contractor shall establish safety protocols for the removal and transportation of the Plastics and shall ensure that each employee who performs work under this contract is trained in safety protocols for the removal, handling, processing, and transportation of the Plastics as may be applicable to their positions.

3.7 Custody of Plastics

The Contractor shall take title to and sole custody of Plastics when the task of loading has been completed and the shipping papers have been approved and signed by authorized ARR staff.

4.0 OTHER RESPONSIBILITIES OF THE CONTRACTOR

4.1 Project Manager

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

4.2 Equipment and Materials

The Contractor shall be solely responsible for obtaining/providing all materials, equipment, supplies, labor, and other services required by the contract as may be necessary to fulfill the requirements of the contract.

4.3 Records

The Contractor shall maintain complete and accurate written records of all material management under any awarded contract in order that ARR or other authorized City staff may, upon request, audit those records to ensure that all Plastics and any associated materials were processed properly.

4.4 Zero Waste Goals

The Contractor shall use best efforts to reuse or recycle all Plastics to minimize the need for landfilling and to assist the City in achieving its Zero Waste goals. The Contractor shall communicate with ARR as needed on issues such as new areas of recycling development or changes in processing methodologies.

5.0 CITY'S RESPONSIBILITIES

5.1 Plastics Storage

ARR will provide a safe and protected location for the Contractor-provided container/trailer(s) and storage of Plastics dropped off by citizens at the RRDOC.

5.2 Equipment and Staff

ARR will provide all necessary equipment and staff to load Plastics into the Contractor-provided container/trailer(s). The Contractor shall accept responsibility and liability for the Plastics once they are loaded into Contractor's vehicles or trailers by COA.

6.0 QUANTITIES AND OMISSIONS

6.1 Omissions

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

6.2 Out of Scope Services

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

7.0 MINIMUM REQUIREMENTS AND QUALIFICATIONS

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

A. Have at least five years in business in a related field;
B. Have the ability to conduct reuse/recycling activities for Plastics and associated materials;
C. Have the ability to process Plastics and associated materials down to the commodity level;
D. Have experience providing similar municipal Plastics recycling services;
E. Provide ARR with at least five customer references, including names, email addresses, and telephone numbers; and
F. Provide ARR with a list of each facility and transporter to be used in fulfilling the requirements of any resulting contract with their bid and shall indicate if the facility and transporter are contractor owned/leased and operated or subcontracted.

7.2 Required Licenses

The Contractor shall obtain and maintain all permits, licenses, and/or registrations to perform all services described herein. It shall be presumed that the Contractor is fully aware and in compliance with all of the regulatory requirements and with all applicable federal, state, and local laws, regulations, and ordinances.

8.0 REPORTING, CERTIFICATIONS, INVOICES, & AUDITS AND INSPECTIONS

8.1 Reports

8.1.1 Monthly and Annual Reports

The Contractor shall prepare and submit monthly and annual reports to the Contract Manager providing information, by category and weight, on where Plastics have been delivered for processing and their final disposition. Specific categorization of Plastics and the extent of details provided in each report shall be as mutually agreed upon between the Contractor and ARR in the contract. Contractor shall deliver monthly reports with the monthly invoice and shall deliver annual reports to the

Contract Manager by the last day of each October covering the previous twelve months of October through September.

8.1.2 **Bills of Lading/Shipping Papers**
The Contractor shall provide ARR with copies of bills of lading and/or shipping papers upon arrival at the RRDOC.

8.1.3 **Certificate of Final Disposal**
Whenever materials are disposed of because they could not be reused, resold, repaired, refurbished, remanufactured, or recycled, the Contractor shall provide ARR with a Certificate of Final Disposal, including documentation certifying materials were treated or disposed of appropriately.

8.2 Certifications, Licenses and Permits

8.2.1 The Contractor shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.

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

8.2.3 All scales utilized by or for the Contractor to record weight of material collected under this contract shall have a valid state certification. (Note: For internal recordkeeping purposes, material will be weighed on ARR's facility scale before the Contractor removes material from the RRDOC.)

8.3 Audits and Inspections

8.3.1 ARR, or other authorized City staff, will have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify, and provide copies to, ARR of any amendments, renewals, or replacements to their applicable licenses and permits within thirty days after the effective date of amendment, renewal, or replacement.

8.3.2 ARR, or other authorized City staff, will have the right to inspect/audit, at any time, the Contractor's premises (offices and facilities) and vehicles being used in support of the services under the contract. The Contractor and any subcontractors shall also allow access by ARR or other authorized City staff to audit financial statements, and all environmental, safety, and training records.

CITY OF AUSTIN
0600 - BID SHEET
RIGID PLASTICS RECYCLING
SOLICITATION NUMBER: IFB 1500 SLW1012

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

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

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

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

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

Contractor's Estimated Revenue to the City shall be illustrated by:
- A negative value
- A value in parentheses
- A value in black color

City's Estimated Payment to the Contractor shall be illustrated by:
- A positive value
- A value not in parentheses
- A value in red color

SECTION 1 - PLASTICS BREAKDOWN

ITEM NO.	RECYCLING COMMODITY	EST. ANNUAL TONS	EXAMPLE MARKET PRICE PER TON (for evaluation purposes only)	PERCENT OF MARKET PRICE OFFERED (%)	(ESTIMATED REVENUE TO THE CITY) or ESTIMATED PAYMENT TO CONTRACTOR
1.1	Plastic #1 (PET)	4.00	$390.00		
1.2	Plastic #2 (HDPE Natural)	17.50	$1,020.00		
1.3	Plastic #2 (HDPE Color)	17.50	$580.00		
1.4	Plastic #3 (PVC)	1.00	$30.00		
1.5	Plastic #4 (LDPE)	2.00	$30.00		
1.6	Plastic #5 (PP)	27.50	$30.00		
1.7	Plastic #6 (PS)	1.50	$30.00		
1.8	Plastic #7 (Other)	7.50	$30.00		
.1.9	Residual	0.20	$0.00		$100 Per Ton
				(Total Estimated Revenue to the City) or Estimated Payment to the Contractor (for Items 1.1-1.9) :	**$10**

SECTION 2 - ADDITIONAL COSTS

ITEM NO.	DESCRIPTION	EST. ANNUAL QTY.	UNIT	PRICE PER UNIT ($)	ESTIMATED PAYMENT TO CONTRACTOR
2.1	Hauling Rate (request per pick up)	48	EA	$ 126.00	$ 6,048.00
2.2	Container Rental Fee	12	MONTH	$ 100.00	$ 1,200.00
2.3	Flat processing/sorting fee	48	PER LOAD	$ 500.00	$ 24,000.00
				Total Estimate Payment to Contractor (for Items 2.1-2.3) :	**$ 31,248.00**

Total (Estimate Revenue to the City) or Estimated Payment to Contractor (for Items 1.1-2.3) :	**$ 31,258.00**

COMPANY NAME: _____Balcones Resources Inc._____

COMPANY EMAIL: _____bob3@balconesresources.com_____

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	Balcones Recycling, Inc.	
Physical Address	9301 Johnny Morris Rd Austin, Tx 78724	
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	N/A	
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	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Balcones Recycling, Inc.

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

1. Company's Name: Austin Resource Recovery
   - Name and Title of Contact: San Angoori Interim Driector
   - Project Name: Residential Curbside Recycling
   - Present Address: 3810 Todd Ln
   - City, State, Zip Code: Austin Tx 78744
   - Telephone Number: (512) 974-4313 Fax Number (____)
   - Email Address: sam .angoori@austintexas.gov
2. Company's Name: TXDOT
   - Name and Title of Contact: Lola Lee Amador Statewide Recycling Coordinator
   - Project Name: Single Stream Recycling
   - Present Address: 125 East 11th Street
   - City, State, Zip Code: Austin Tx 78701
   - Telephone Number: (512) 416-2337 Fax Number (____)
   - Email Address: lola.leeamador@txdot.gov
3. Company's Name: University of Texas
   - Name and Title of Contact: Lindsey Hutchinson Zero Waste Coordinator
   - Project Name: Campus Single Stream Recycling
   - Present Address: 1301 East Dean Keeton
   - City, State, Zip Code: Austin, Tx 78722
   - Telephone Number: (512) 232-6536 Fax Number (____)
   - Email Address: lindsey.hutchinson@austin.utexas.edu

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 January, 2019

CONTRACTOR Balcones Recycling, Inc.

Authorized Signature

Title Sales Director

Section 0835: Non-Resident Bidder Provisions

Company Name Balcones Recycling, Inc.

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

Answer: _____ Which State: _____

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

Answer: _____

ADDENDUM
RIGID PLASTICS RECYCLING SERVICES
CITY OF AUSTIN, TEXAS

Solicitation: IFB 1500 SLW1012 **Addendum No: 1** **Date of Addendum: 12/17/2018**

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

I. **Questions and Answers:**

Q1: The bid does not include film and foam. Does the City plan to stop recycling LDPE film and PS foam? Will there be a separate bid for these plastics?
A1: The solicitation only includes mixed rigid plastics (MRP). The City has no plan to stop accepting film and foam; however, there will be different contracts for those plastics.

Q2: The scope states that the vendors must accept all plastics #1-7 with no restrictions, and metal may be included. Is all material mixed together or separated by type?
A2: The metal in these plastics may result from various applications from the larger pieces of plastic. For instance, axles from recycling carts of kids' Power Wheels type of vehicles.

Q3: What form is the material? Is it all loose or baled?
A3: The material is currently loose. The City is exploring options for a stationary compactor to increase efficiencies.

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

APPROVED BY: _____ 12/17/18
Sandy Wiranen, Procurement Specialist IV
Purchasing Office, 512-974-7711
Date

ACKNOWLEDGED BY:

Bob McGivney _____ _____ 1/7/18
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.

BALCONES RESOURCES
Naturally Inspired Thinking

3.0 SCOPE OF WORK

3.1.1 ACCEPTED PLASTICS

Since the original service began, the plastics industry has changed along with material specifications. The following is an updated list of accepted materials.

- Plastic buckets with or without metal handles
- Plastic milk/soda crates
- Plastic laundry baskets
- Plastic lawn furniture
- Plastic totes (any size)
- Plastic drums (any size)
- Plastic toys and playhouses
- Plastic pet carriers
- Plastic shelving
- Plastic closet organizers
- Plastic dish drainers
- Plastic flower pots
- Plastic traffic signs
- Plastic garbage cans
- Bed liners (from pickup trucks)

3.1.2 PLASTICS NOT ACCEPTED

- Plastic landscape and microwave trays
- Plastic children's electronics
- Plastic pallets
- Plastic coolers
- CD's and DVD's (including plastic cases)
- VHS tapes
- Blister packs
- Plastic 5-gallon water bottles
- Plastic computer housing (no circuits)
- Automotive Plastics
- Bumpers
- Grills
- Side-view mirrors
- Headlights and rear lights
- Hubcaps
- PVC pipe
- Plastic film (grocery bags and stretch film)
- Styrofoam
- Poly-coated paper (orange juice and milk cartons)
- Flexible water hoses
- Hazardous material
- Medical waste
- Oil/chemical/pesticide/herbicide containers

4.0 OTHER RESPONSIBILITIES OF THE CONTRACTOR

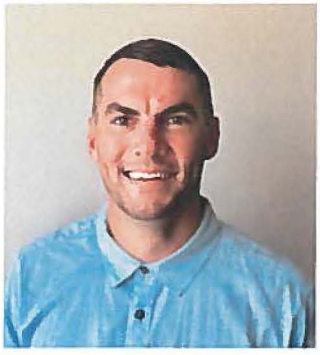
4.1 PROJECT MANAGER



The Project Manager for the Rigid Plastics Recycling Services will be Austin Sales Director, Bob McGivney. Bob started in the Austin recycling industry in 2008 by forming Austin's first cart single-stream hauling service for businesses, Wandering River Recycling. He provided stakeholder input as a hauler during the drafting of the Universal Recycling Ordinance (URO). In 2012 Balcones Resources acquired the company and Bob continues to grow the recycling and shred business through partnerships who share Balcones Recycling's high standard for integrity, sustainability and customer service. He is a Native Texan, and received his BA in Communication and International Business from San Francisco State University. Phone: 512-472-3355 x336 email: bob3@balconesresources.com



Brent brings many years of experience in the recycling industry to his role as General Manager of Balcones Resources' Austin Material Recovery Facility. He is responsible for the Austin division's operations, maintenance, shipping, transportation, and customer service. Prior to joining Balcones Resources in 2017, he was Co-Director of Ecology Action, an Austin-based recycling and environmental services provider. He received his BA in History and Government, as well as, Master of Public Affairs and Master of Community and Regional Planning degrees from The University of Texas at Austin. Phone: 512-472-3355 x240 email: bperdue@balconesresources.com



Richie Getter, Vice President of Strategies and Commodities, began working at Balcones Recycling part time in 2003 while finishing his under-grad at St. Edward's University in Austin, TX. Richie graduated from St. Edward's University in 2004 with a bachelor's degree in International Relations and transitioned into a full time Balcones employee in 2006. Richie currently operates the Plastics Division, responsible for the purchase and sales of all plastics company wide and drives company growth initiatives of Balcones Resources. Phone: 512-215-4307 email: Richie@balconesresources.com

7.0 MINIMUM QUALIFICATIONS

Balcones has been successfully operating in Austin since 1994, recycling paper, cardboard and plastics from municipal, commercial and industrial customers without the use of any chemicals in our process. Balcones operates facilities in Austin, Dallas, and Little Rock; serving the I-35 corridor from Dallas to San Antonio and the state of Arkansas. Balcones has been recognized as a top 25 fastest growing company in central Texas and has received numerous local, state and national awards for collaborative environmental initiatives with their customers including the City of Austin.

In 2012 a new, state-of-the-art Materials Recovery Facility opened to serve businesses, industries and municipalities in central Texas. The $25 million dollar 10 acre, 100,000 square foot facility is the largest investment in recycling technology by a private company in the southwest U.S. It is conveniently located at 9301 Johnny Morris Road in northeast Austin between I-35 and the 130 Bypass.

Balcones Recycling will be proud to continue to provide an all-inclusive recycling program to manage the rigid plastics for ARR. Balcones will provide the pickup, handling, transporting, processing and reselling of the plastics collected by ARR from citizens residing in Austin and Travis County. Balcones will utilize its own equipment including fleet, containers, and related equipment to recycle all plastics and minimize the need for landfill disposal to further the City's Zero Waste goals.

In the event Balcones cannot recycle the material, we will properly dispose of material in compliance with all environmental laws, and any and all other federal, state and local laws, regulations or requirements of any kind relating to the disposal of hazardous and non-hazardous materials. Should new markets open during the contract period for materials being disposed; the material flow will be diverted.

