Amendment No. 3
to
Contract No. MA 8100 NA200000054
for
Grease Trap and Grit Trap Cleaning, Maintenance, and Repair Services
Between
Southwaste Disposal LLC
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to add Austin Convention Center as an authorized department on this contract.

1.1 Add to Section 5.A of the Supplemental Purchase Provisions:

Invoice Email	ACCD.AcctsPayable@austintexas.gov

1.2 Add Attachment A, ACCD's Contractor or Subcontractor Access Requirements to the contract.

1.3 Add to Section 12 of the Supplemental Purchase Provisions:

Bryan Helford – Contract Manager
Phone: (512) 404-4311 - Email: bryan.helford@austintexas.gov

2.0 Add the following locations as pricing to the contract:

LOCATION	GREASE TRAP/SEDIMENT PIT SIZE	FREQUENCY	PRICE PER SERVICE
Austin Convention Center	1,000 gallons	6 times per year	$233.10
	2,000 gallons	6 times per year	$462.00
	4,000 gallons	6 times per year	$924.00
Palmer Events Center	1,500 gallons	6 times per year	$346.50

3.0 The total Contract authorization is increased by $31,600 and is recapped below:

Contract Action	Action Amount	Total Contract Amount
Basic Term: 2/28/2020 – 2/27/2023	$690,000.00	$690,000.00
Amendment No. 1: Add Austin Public Library 4/6/2020	$36,000.00	$726,000.00
Amendment No. 2: Add Building Services	$0.00	$726,000.00
Amendment No. 3: Add Austin Convention Center	$31,600.00	$757,600.00

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

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

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

SOUTHWASTE DISPOSAL LLC

Richard Hernandez
Signature

Richard Hernandez
Printed Name of Authorized Person

Major Account Manager
Title

November 2, 2021
Date

CITY OF AUSTIN

Sandy Wirtanen
Digitally signed by Sandy Wirtanen
Date: 2021.11.02 15:32:58 -04'00'
Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist IV
Title

11/2/2021
Date

Amendment No. 2
to
Contract No. MA 8100 NA200000054
for
Grease Trap and Grit Trap Cleaning, Maintenance, and Repair Services
Between
Southwaste Disposal LLC
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to add Building Services as an authorized department on this contract.

1.1 Add to Section 5.A of the Supplemental Purchase Provisions:

Department	Building Services
Address	411 Chicon
City, State Zip Code	Austin, TX 78702
Invoice Email	BSDAPInvoices@austintexas.gov

1.2 Add to Section 12 of the Supplemental Purchase Provisions:

Marty James – Contract Management Specialist IV
Phone: (512) 974-3519 Email: Marty.James@austintexas.gov

2.0 The total Contract authorization is unchanged and is recapped below:

Contract Action	Action Amount	Total Contract Amount
Basic Term: 2/28/2020 – 2/27/2023	$690,000.00	$690,000.00
Amendment No. 1: Add Austin Public Library 4/6/2020	$36,000.00	$726,000.00
Amendment No. 2: Add Building Services	$0.00	$726,000.00

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

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

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

SOUTHWASTE DISPOSAL LLC

Signature

Susan Kelly

Printed Name of Authorized Person

Regional Account Manager

Title

3/10/21

Date

CITY OF AUSTIN

Sandy Wirtanen

Digitally signed by Sandy Wirtanen
Date: 2021.03.10 12:04:17 -05'00'

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

3/10/2021

Date

Amendment No.1
to
Contract No. MA 8100 NA200000054
for
Grease Trap and Grit Trap Cleaning, Maintenance, and Repair Services
Between
Southwaste Disposal LLC
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to add Austin Public Library's locations as an authorized department on this contract.

1.1 Add to Section 5.A of the Supplemental Purchase Provisions:

Department	Library
Address	710 W. Cesar Chavez
City, State Zip Code	Austin, TX 78701
Email	Lib.AP@austintexas.gov

1.2 Add to Section 12 of the Supplemental Purchase Provisions:

Monica McClure – Contract Management Supervisor I
Phone: 512-974-9619 Email: monica.mcclure@austintexas.gov

1.3 Add the following locations as pricing to the contract:

LOCATION	GREASE TRAP/SEDIMENT PIT SIZE	FREQUENCY	PRICE PER SERVICE
710 W. Cesar Chavez	2,500 Gallon Grease Trap	Six times/year	$475.00
	1,000 Gallon Sediment Tank on P2	Monthly	$750.00

2.0 The total Contract authorization is increased by $6,000 and is recapped below:

Contract Action	Action Amount	Total Contract Amount
Basic Term: 2/28/2020 – 2/27/2023	$690,000.00	$690,000.00
Amendment No. 1: Add Austin Public Library 4/6/2020	$36,000.00	$726,000.00

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

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

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

SOUTHWASTE DISPOSAL LLC

Richard Hernandez
Signature

Richard Hernandez
Printed Name of Authorized Person

VP of Plumbing Solutions
Title

4/7/2020
Date

CITY OF AUSTIN

Sandy Wirtanen
Digitally signed by Sandy Wirtanen
DN: cn=Sandy Wirtanen, o=City of Austin, ou=Purchasing Office, email=sandy.wirtanen@austintexas.gov, c=US
Date: 2020.04.07 12:29:41 -04'00'
Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist IV
Title

4/7/2020
Date

City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

February 28, 2020

Southwaste Disposal LLC
Richard Hernandez
VP of Sales and Marketing
16350 Park Ten Place, Suite 215
Houston, TX 77084

Dear Richard:

The Austin City Council approved the execution of a contract with your company for grease trap and grit trap cleaning, maintenance, and repair services in accordance with the referenced solicitation.

Responsible Department:	Aviation
Department Contact Person:	Mike Robinson
Department Contact Email Address:	Mike.robinson@austintexas.gov
Department Contact Telephone:	512-530-7504
Project Name:	Grease Trap and Grit Trap Cleaning, Maintenance, and Repair Services
Contractor Name:	Southwaste Disposal LLC
Contract Number:	MA 8100 NA200000054
Contract Period:	2/28/2020 – 2/27/2023
Dollar Amount	$690,000
Extension Options:	First 12-month option at $250,000, second 12-month option at $300,000
Requisition Number:	RQM 8100 19051300508
Solicitation Type & Number:	IFB 8100 SLW1024
Agenda Item Number:	42
Council Approval Date:	December 5, 2019

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
SOUTHWASTE DISPOSAL LLC ("CONTRACTOR")
FOR
GREASE TRAP AND GRIT TRAP CLEANING, MAINTENANCE, AND REPAIR SERVICES
MA 8100 NA200000054

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 Southwaste Disposal LLC having offices at Houston, TX 77084 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 8100 SLW1024.

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

1.1.1 This Contract

1.1.2 The City's Solicitation, IFB, 8100 SLW1024 including all documents incorporated by reference

1.1.3 Southwaste Disposal LLC's Offer, dated May 28, 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 on February 20, 2020 and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12-month periods at the City's sole option.

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

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

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

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $690,000 for the initial Contract term, $250,000 for the first extension option and $300,000 for the second 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.

SOUTHWASTE DISPOSAL LLC

Signature

Richard Hernandez

Printed Name of Authorized Person

Senior VP of Plumbing Solutions

Title

01/22/19

Date

CITY OF AUSTIN

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

2/28/20

Date

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB 8100 SLW1024

DATE ISSUED: May 27, 2019

REQUISITION NO.: RQM 8100 19051300508

COMMODITY CODE: 91070

COMMODITY/SERVICE DESCRIPTION: Grease Trap and Grit Trap Cleaning, Maintenance, and Repair Services

PRE-BID CONFERENCE TIME AND DATE: June 4, 2019 at 12:30 PM

MANDATORY SITE VISIT: June 4, 2019 at 1:15 PM Attendance at the site visit is MANDATORY. The City will not consider bids from Offerors who do not attend the site visit.

LOCATION: 3601 Bergstrom Drive Room #107, Austin, TX 78719

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

BID DUE PRIOR TO: June 18, 2019 at 2 PM

BID OPENING TIME AND DATE: June 18, 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 8100 SLW1024	Purchasing Office-Response Enclosed for Solicitation # IFB 8100 SLW1024
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	6
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and 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	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

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

Company Name: Southwaste Disposal LLC

Company Address: 16350 Park Ten Place, Suite 215 Houston, TX. 77084

City, State, Zip: Houston, TX. 77084

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: Richard Hernandez

Title: VP of Sales and Marketing

Signature of Officer or Authorized Representative: _____

Date: 05/28/19

Email Address: rhernandez@southwaste.com

Phone Number: (817)791-5180

(* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF AUSTIN

Awarded this _____ day of _____, 20__

_____
Signature

_____
Printed Name and Title of Authorized Person

_____
Date

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".

56. **PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this **Contract**.

A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2270.001.

B. If the **Principal Artist** qualifies as a “company”, then the **Principal Artist** verifies that he:
i. does not “boycott Israel”; and
ii. will not “boycott Israel” during the term of this **Contract**.

C. The **Principal Artist’s** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

CITY OF AUSTIN
SUPPLEMENTAL PURCHASE PROVISIONS
GREASE TRAP AND GRIT TRAP CLEANING, MAINTENANCE, AND REPAIR SERVICES
SOLICITATION NUMBER: IFB 8100 SLW1024

The following Supplemental Purchasing Provisions apply to this solicitation:

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

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

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

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

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

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

   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 36 months. The Contract may be extended beyond the initial term for up to two additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve (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. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

Invoices shall be emailed to the email address below:

	City of Austin
Department	Department of Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd. Suite 411
City, State Zip Code	Austin, Texas 78719
Email	abia.invoices@austintexas.gov

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

6. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

7. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:
http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $15.00 per hour. The certification shall include a

list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

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

A. **Airport Security**: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.

B. **Security Badges:** Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All Contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine, revocation of security badge, and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.

C. **Background Investigation**: An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The Contractor shall be responsible for the cost thereof ($40.00 per fingerprint check and $15 administrative fee).

D. **Badge Fees**: Contractor shall provide a $25.00 refundable fee is required for each airport security badge. The fee is refundable upon the return of a Contractor's badge to Airport Security and I.D. Section. Contractor is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - $65; 2nd replacement - $90; 3rd replacement - $115; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section. Contractors will be charged $100 for each non-returned, non-expired badges over 30 days outstanding. Loss or failure to return a non-expired security access badge or other security item will result in a fee of $500.00 per badge to be deducted from contract payment after the contract has expired/closed.

E. Each employee who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.

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

10. **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: Employment Cost Index (NAICS)	
Series ID: CIU201S000300000A (B)	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, 12-month percent change	
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.

11. **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.

12. **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:

Mike Robinson– Division Manager

Phone: 512-530-7504 or Email: mike.robinson@austintexas.gov

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

CITY OF AUSTIN
SCOPE OF WORK
GREASE TRAP AND GRIT TRAP CLEANING, MAINTENANCE, AND REPAIR SERVICES
SOLICITATION NUMBER: IFB 8100 SLW1024

1. Purpose

1.1. The City of Austin ("City") seeks qualified venders who are licensed by the State of Texas to perform services to include removal, disposal, transportation, laboratory testing, repairing, cleaning, and other services related to grease traps and grit trap sediments tanks. These services shall be provided for the City of Austin ("City"), Austin Bergstrom International Airport (ABIA). The City reserves the right to add additional departments and add, adjust, or remove any grease traps or grit traps.

1.2. The services provided under this contract are needed to ensure employee and public safety and to maintain compliance with all Local, State and Federal regulation for systems located within the responsibilities of ABIA.

1.3. The City reserves the right to refrain from awarding any lines or group of specific line items because of this solicitation and, instead, reject all bids entirely and award the entire contract to a supplier available through a cooperative purchasing agreement. A Successful Bidder may be awarded the entire contract or select line items.

2. Tasks/Requirements

2.1. Contractor Minimum Qualifications

2.1.1. The Contractor shall have a minimum of five (5) years continuous experience prior to this solicitation in the removal, disposal, transportation and cleaning of grease traps and sediment tanks. Experience shall be similar in size and scope of this Scope of Work. Proof of experience may be in the form of Contractors references (current and previous) during the previous five-year period to this solicitation.

2.1.2. The Contractor shall maintain and operate a full-time, permanent business address with the ability to be reached by email and telephone.

2.1.3. The Contractor shall not have significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

2.2. Contractor's Requirements – The Contractor shall:

2.2.1. Furnish all equipment, materials, personnel and labor, tools, instruments, incidentals, expendable items, personal protective equipment, employee training and transportation necessary for proper execution and completion of services provided under this contract. Materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City of Austin ordinances, rules and regulations and ABIA Environmental Policies.

2.2.2. Comply with all applicable Federal, State, Local and City of Austin guidelines and regulations as they relate to the services provided under this contract.

2.2.3. Adhere to all OSHA, City and local codes, standards, rules and regulations concerning safety.

2.2.4. Adhere to OSHA Confined Space Entry Regulation 29FR 1910.146

2.2.5. Ensure all materials and services provided comply with all current Federal, State and local laws, City of Austin ordinances, rules and regulations.

2.2.6. Ensure that all personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience with five (5) business days upon request by the City.

2.2.7. Ensure all technicians possess license(s) and/or certifications as required by the City of Austin, State of Texas, OSHA and Federal agencies or other applicable regulatory agency requirements for these specific services. Copies of all licenses, certificates required by any regulatory agency, both business and technician, shall be provided with five (5) business days of request by the City.

2.2.8. Remain in compliance with all ABIA workforce and security clearance as described in Section 0400, Supplemental Terms and Conditions while on site.

2.2.9. Provide a Single Point of Contact (SPOC), who is English speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this scope of work.

2.2.9.1. The SPOC shall have authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this contract.

2.2.9.2. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable or times out of the office, the Contractor shall provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

2.2.10. Be responsible for any damages to City property or any adjacent property, buildings, etc. caused by their staff or sub-contractors. Should the Contractor's staff cause any damage to City property, the Contractor shall immediately inform the Contract Manager. Repairs or replacement shall be made to the satisfaction of the Contract Manager at no cost to the City. The City may, however, elect to make the repairs or replacements of damaged property and deduct the cost from any monies owed to the Contractor.

2.2.11. Be fully responsible for any loss or damage caused by the Contractor or its subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its subcontractor, to rented or Contractor-owned equipment.

2.2.12. Understand that all work is subject to inspection and acceptance by the Contract Manager.

2.2.13. Be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City's inspection and approval.

2.2.14. Understand and agree that the scheduling of events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the event schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the schedule, which may have an impact on any other schedule agreed to by the City and the Contractor.

2.2.15. Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials

in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall immediately remove worn/defective parts, materials, oils, solvents and hazardous materials from City premises as soon as each job is completed.

2.3. City Requirements

2.3.1. In the event of conflict between this scope of work and applicable codes, laws, or manufactures literature, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.

2.3.2. The City will assign a Contract Manager as the primary point of contact.

2.4. Staffing Requirements

2.4.1. Contractors' staff shall be uniformed and/or wearing a badge to identify themselves as the Contractors' employee.

2.4.2. The City will have the right to require that the Contractor remove any employee whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the contract term without written consent from the Contract Manager.

2.4.3. Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards.

2.4.4. The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract.

2.4.5. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.

2.5. Scope of Services

2.5.1. Upon arrival and departure from the premises, the Contractor's personnel shall report to the Contract Manager. Upon completion of a service call to the facility, the Contractor personnel shall provide a detailed report describing services and parts that have been replaced for each service performed. The Contractor shall keep the Contract Manager advised in writing of developments relating to the performance of this agreement.

2.5.2. The Contractor shall meet with the Contract Manager within two (2) weeks of contract award to develop and mutually agree upon the start of services.

2.5.3. Unless otherwise designated by the Contract Manager, the Contractor shall perform grease trap and sediment tank regular services under this contract as outlined on the bid sheet. The Contractor shall be able to provide services for grease trap and sediment tank cleaning seven (7) days a week, including holidays. Services shall be billed per the grease or sediment tank cleaned.

2.5.4. When performing services under this agreement the Contractor shall setup a 5' x 5' perimeter (minimum) around the immediate grease trap area to prevent any unauthorized individuals from assessing the work area.

2.5.5. While work is being conducted and the grease trap man-hole covers are removed, the Contractor shall have someone staged at the man hole to prevent any unauthorized individuals from accessing the man hole and/or work area.

2.5.6. When performing services under this agreement, the Contractor shall not leave the immediate work site unattended, and all protective covers and lids shall be reinstalled after each service visit.

2.6. Monthly Maintenance Service – The Contractor shall:

2.6.1. Make a minimum of 12 service trips during the 12-month contract period; servicing each tank and pit a minimum of one time every month from the last cleaning as coordinated with the Contract Manager and as outlined in the specifications on the bid sheet.

2.6.2. Under no circumstances, alter or change the cleaning schedule without prior written approval of the contract manager.

2.6.3. Inspect each tank and pit for overall condition and verify that grease/sediments are not intruding into any sewer lines.

2.6.4. Remove all materials contained in grease traps or sediment tanks to prevent overflow or grease/sediment intrusion into any sewer lines.

2.6.5. Break up all solid material in tanks and pits and remove and dispose of in accordance with applicable regulations.

2.6.6. Clean grease traps and sediment tanks. Contractor shall only apply Austin Water approved cleaning enzymes or agents after each service call to control odors and maintain a clean tank and pit.

2.6.7. Transport and dispose of all materials removed from grease traps, sediment tanks, and pits in accordance with Federal, State, EPA and local regulations.

2.6.8. Provide copies of all transport and disposal documentation examples of documentation are shipping manifest or disposal site receiver documents etc. All copies are due within two weeks of service.

2.6.9. Provide laboratory testing of sample materials removed from grease traps and sediment tanks and pits as requested by the City.

2.6.10. Provide all necessary equipment and trained personnel required to enter a permit required confined space, as defined by OSHA, to access and service a below grade grease trap when needed. Contractor must comply with OSHA Confined Space Entry Regulation CFR 1910.146.

2.6.10.1. For all instances where a confined space permit is required to execute the scope of work under this Contract, a copy of the permit including employee training certifications shall be submitted to the Contract Manager prior to execution of work.

2.6.10.2. Contractor shall submit to the Contract Manger a report of services for each location and services performed on the grease, oil/water tanks immediately following each service visit. At a minimum the reports shall include an itemized listing of:

- Date and time service was performed

- Location of service
- Service detail
- Quantity of grease and/or solids removed for the tanks and traps
- Name of person performing the service
- TCEQ and COA permit numbers

2.6.10.3. Contractor shall provide other services related to grease trap and sediment tanks which may not be specified in this contract but can be billed at the rates specified on Section 0600, Bid Sheet.

2.7. Repair Services

2.7.1. It shall be the full responsibility of the Contractor to visit and inspect the job locations prior to the submission of each job estimate. Submission of the job estimate is evidence that the Contractor has familiarized himself/herself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required. In the event a site has been visited previously, the Contractor may provide an estimate without re-inspection. Each job proposal will be per hourly bid rates submitted by Contractor and material costs shall be in accordance with the percent markup offered

2.7.2. Work hours start when Contractor's mechanic signs in to the work site by contacting 512-530-2242 to request a site representative to meet at the work site. Contractor must schedule repair services with Contract Manager prior to arrival at a City site and be escorted to the work site with the designated City employee

2.8. Emergency Repair Services

2.8.1. The Contractor shall provide 24-hour service 7 days per week response to emergency repair services.

2.8.2. The City will gather as much information as possible concerning the emergency and contact the Contractor’s emergency service number. The Contractor shall respond onsite to an emergency repair service request within four hours of notification. All responding calls shall be paid as non-routine business hours regardless of the time or date service is provided such as late-night hours or holidays as specified on the bid sheet.

2.8.3. All job estimates will be bid at the labor and percent markup for parts as per the bid sheet.

2.8.4. Emergency repair response time is two hours between 6:00am – 6:00pm and four hours for the remaining time. Work hours start when Contractor's mechanic signs in to the work site by contacting 512-530-2242 to request a site representative to meet at the work site

2.9. Biennial Maintenance Service

2.9.1. Contractor shall make a minimum of two service trips during the five-year contract period; servicing each tank and pit a minimum of one time every two years from the last cleaning as coordinated with the Contract Manager and as outlined in the specifications on the bid sheet.

2.9.2. The Contractor must utilize a “Sludge Judge” (measuring device) to take a profile of the contents in the grease trap to determine the grease and oil levels, solids, and sludge levels to assist with setting a base line for complete tank cleaning.

2.9.3. The total volume of solids (grease, oils, solids and sludge) within the grease trap should not exceed 20% solids by total volume. If the volume exceeds 20% solids, the Contractor shall immediately notify the Contract Manager, and a schedule shall be developed for complete grease trap tank cleaning.

2.9.4. Biennial maintenance consists of cleaning and removing all solids (grease, oil, solids and sludge) from the grease trap.

2.9.5. Contractor shall transport and dispose of all materials removed from grease traps, sediment tanks, and pits in accordance with Federal, State, EPA and local regulations.

2.9.6. Contractor shall provide copies of all transport and disposal documentation. Examples of documentation are shipping manifests or disposal site receiver documents etc. All copies are due within two weeks of service.

2.9.7. Contractor shall provide Laboratory testing of sample materials removed from grease traps and sediment tanks and pits as requested by the City.

2.9.8. On an as needed basis, Contractor shall provide all necessary equipment and trained personnel required to enter a permit required confined space, as defined by OSHA, to access and service a below grade grease trap. Contractor must comply with OSHA Confined Space Entry Regulation CFR 1910.146

For all instances where a confined space permit is required to execute the scope of work under this contract a copy of the permit including employee training certifications will be submitted to the contract manager prior to execution of work

2.9.9. For all instances where a confined space permit is issued the Contractor/s must provide the contract manager with all completed permit required confined space documents after the execution of work is completed.

2.9.10. Contractor shall submit a report of services for each location and services performed on the grease, oil/water tanks to the Contractor Manager immediately following each service visit. At a minimum the reports shall include an itemized listing of:

- Date and time service was performed
- Location of service
- Service detail
- Quantity of grease and/or solids removed for the tanks and traps
- Name of person performing the service
- TCEQ and COA permit numbers

3. REPORTING

3.1. The Contractor shall submit to the City electronic monthly reports on a schedule to be mutually agreed upon in writing by both parties. Contractor shall submit additional reports as requested by the City.

3.2. Contractor shall submit to the a report of services performed on the grease, oil/water tanks within 24 hours following each service visit. At minimum, the reports shall include

- Date and time service was performed.
- Location of service.
- Service details.
- Quantity of grease and/or solids removed from the tank.
- Name of the person performing the service.
- TCEQ and COA permit numbers

4. Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Monthly Maintenance Services	Contractor shall provide monthly inspections and maintenance service	Must perform a minimum of once per month	100% compliance	2.5
Repair Services	Contractor shall provide repair services as needed per the request of the Contract Manager	Within 24 hours	100% compliance	2.6
Emergency Repair Services	Contractor shall provide emergency repair services as needed per the request of the Contract Manager	Within 2 hours after the request is placed	100% compliance	2.7
Biennial Maintenance Service	Contractor shall service each tank and pit.	Minimum of 2 biennial service trips for each tank and pit.	100% compliance	2.8

CITY OF AUSTIN
VERSION 3 SECTION 0600 - BID SHEET
GREASE TRAP AND GRIT TRAP CLEANING, MAINTENANCE, AND REPAIR SERVICES
SOLICITATION NUMBER: IFB 8100 SLW1024

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 bid.

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

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

SECTION 1 - Monthly Maintenance- Specified Items (Most Frequently Ordered Items)
Bidder must be able to provide monthly maintenance on the following items. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Non-Specified Items. Revisions to Specified Item may only be adjusted using the Economic Price Adjustment - Specified Items.

ITEM NO.	LOCATION	GREASE TRAP / SEDIMENT PIT SIZE	MONTHLY RATE	# at SITE	EXTENDED MONTHLY RATE	# OF MONTHLY CLEANINGS	ANNUAL RATE
1.1	Barbara Jordon Terminal 3600 Presidential Blvd.	4,000 Gallon Tank/ East Loading Dock		1	$ 2,040.00	12	$ 24,480.00
1.2		2,500 Gallon Tank/ West Apron		2	$ 437.50	12	$ 5,250.00
1.3		1,750 Gallon Tank/ West Dock/ Parking Area		1	$ 306.25	12	$ 3,675.00
1.5		3,000 Gallon Tank/ East Apron Expansion		1	$ 525.00	12	$ 6,300.00
1.6		5,000 Gallon Tank/ West Dock/ Parking Area & East Apron Expansion		2	$ 875.00	12	$ 10,500.00
1.7	ABIA Campus Wash Rack 3801 Bergstrom Drive	500 Gallon Grit Tank		1	$ 250.00	6	$ 1,500.00
1.8		16" x 2'0" x 21' - 6" Sediment Pit		1	$ 250.00	6	$ 1,500.00
1.9	Aircraft Rescue Fire Fighter Station (ARFF)	500 Gallon Tank		1	$ 175.00	6	$ 1,050.00
1.10	ABIA Campus Trash Compactor Site 3401 Spirit of Texas Drive	500 Gallon Grit Tank		1	$ 250.00	6	$ 1,500.00
			TOTAL EXTENDED PRICE - SECTION 1		**$**		**55,755.00**

SECTION 2 - BIENNIAL Maintenance- Specified Items (Most Frequently Ordered Items)
Bidder must be able to provide biennial maintenance on the following items. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Non-Specified Items. Revisions to Specified Item may only be adjusted using the Economic Price Adjustment - Specified Items.

ITEM NO.	LOCATION	GREASE TRAP / SEDIMENT PIT SIZE		# at SITE		BIENNIAL CLEANINGS	BIENNIAL RATE
2.1	Barbara Jordon Terminal 3600 Presidential Blvd.	4,000 Gallon Tank		1		2	$ 2,050.00
2.2		2,500 Gallon Tank		2		2	$ 1,787.50
2.3		1,750 Gallon Tank		1		2	$ 1,656.25
2.5		3,000 Gallon Tank		1		2	$ 1,875.00
2.6		5,000 Gallon Tank		2		2	$ 2,225.00
2.7	ABIA Campus Wash Rack 3801 Bergstrom Drive	500 Gallon Tank		1		2	$ 1,600.00
2.8	Aircraft Rescue Fire Fighter Station (ARFF)	500 Gallon Tank		1		2	$ 1,525.00
2.90	ABIA Campus Trash Compactor Site 3401 Spirit of Texas Drive	500 Gallon Tank		1		2	$ 1,600.00
			TOTAL EXTENDED PRICE - SECTION 2		**$**		**14,318.75**

SECTION 3 - ESTIMATED REPAIR SERVICE CALLS - Specified Items (Most Frequently Ordered Items)

Bidder must be able to provide the services listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Non-Specified Items. Revisions to Specified Item may only be adjusted using the Economic Price Adjustment - Specified Items.

ITEM NO.	TYPE OF SERVICE CALL	REQUIRED HOURS	ESTIMATED # OF ANNUAL HOURS	HOURLY RATE	ANNUAL RATE
3.1	Routine Repairs During Business Hours	Monday - Sunday 8AM - 5PM	200	$295	$ 59,000.00
3.2	Routine Repairs After Business Hours	Monday - Sunday 5PM - 8AM	100	$375	$ 37,500.00
3.3	Emergency Repair Services	Non-Routine Hours	50	$400	$ 20,000.00
		TOTAL EXTENDED PRICE - SECTION 3	**$**		**116,500.00**

SECTION 4 - LABORATORY TESTING - Specified Items (Most Frequently Ordered Items)

Bidder must be able to provide the services listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Non-Specified Items. Revisions to Specified Item may only be adjusted using the Economic Price Adjustment - Specified Items.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	DISCOUNT FROM, OR MARKUP TO PRICE LIST	ESTIMATED ANNUAL AMOUNT
4.1	Percent Discount based on the manufacturer's suggested price for Laboratory Testing Required	$5,000.00	$0.00	$ 5,000.00
			TOTAL EXTENDED PRICE - SECTION 4	**$ 5,000.00**

Note: Award will be based on the lowest total price for Sections 1 through 3. The City reserves the right to identify the quantity of tanks from the listed above that will recieve the monthly maintenance under this agreement. ABIA will be billed according to the hourly rate indicated on the bid sheet for non-routine cleaning.

SECTION 5 - NON-SPECIFIED ITEMS

Bidder must be able to provide other items that are listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and require a percentage discount(s) or markup(s) as indicated below.
The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.
Revisions to the prices may only be adjusted using the Pricing Requirements- Non-Specified Items provision in Section 0400.
Bidder shall provide the latest effective date of the identified price list(s), the name and number of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	DISCOUNT FROM, OR MARKUP TO PRICE LIST	ESTIMATED ANNUAL RATE
5.1	Percent Discount based on the manufacturer's suggested price for any additional items or services not identified in the sections above.	$10,000.00	$0.00	$ 10,000.00
			TOTAL EXTENDED PRICE FOR SECTION 5	**$ 10,000.00**
			TOTAL EXTENDED PRICE FOR SECTIONS 1-5	**$ 201,573.75**

COMPANY NAME: Southwaste Disposal, LLC_____

COMPANY EMAIL: skelly@southwaste.com, kharrison@southwaste.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	Southwaste Disposal, LLC	
Physical Address	16350 Park Ten Place, Suite #215 Houston, TX 77084	
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	Integrity Testing	
Physical Address	8127 Mesa Drive Austin, TX 78759	
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

SouthWaste

America's Leading Wastewater Management Company

June 17, 2019

Section 0605: Local Business Presence Identification

We will have our own disposal facility starting November 1, 2019 and will be employing local employees. Our TCEQ permitted facility will be located at:

Southwaste Disposal, LLC
800 Linger Ln
Austin Texas 78721

16350 Park Ten Place, Suite 215 • Houston, TX. 77084 • Telephone: (713) 413-9400 • Fax: (713) 413-4179
www.southwaste.com

Section 0700: Reference Sheet

Responding Company Name Southwaste Disposal LLC

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: HEB
   - Name and Title of Contact: Cimber Mabe, Environmental Compliance Manager
   - Project Name: HEB
   - Present Address: 4300 Industrial Park, 2nd Floor
   - City, State, Zip Code: San Antonio, TX 78218
   - Telephone Number: (210-) 938-6504 Fax Number (210-) 938-6527
   - Email Address: mabe.cimber@ heb.com

2. Company's Name: Dallas/Fort Worth International Airport
   - Name and Title of Contact: Rosanette Fajardo, Quality Engineer
   - Project Name: DFW
   - Present Address: 3010 E. Airport
   - City, State, Zip Code: DFW Airport, TX 75261
   - Telephone Number: (972-) 973-6159 Fax Number (972-) 938-6136
   - Email Address: rfardo@dfwairport.com

3. Company's Name: Houston ISD
   - Name and Title of Contact: Felicia Cartwright Purchasing Coordinator
   - Project Name: HISD
   - Present Address: 6801 Bennington
   - City, State, Zip Code: Houston, TX 77028
   - Telephone Number: (713-) 491-5907 Fax Number (____)
   - Email Address: fcartwri@houstonisd.org

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

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

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

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

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

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:

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

Dated this 28th day of May, 2019

CONTRACTOR Southwaste Disposal LLC

Authorized Signature

Title VP of Sales and Marketing

NA- Southwaste will self-perform all required work.

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

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

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

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

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: Southwaste Disposal LLC

Signature of Officer or Authorized Representative: 

Date: 05/28/19

Printed Name: Richard Hernandez

Title: VP of Sales and Marketing

Section 0835: Non-Resident Bidder Provisions

Company Name Southwaste Disposal LLC

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: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

NA- Southwaste will self-perform all required work.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 8100 SLW1024
SOLICITATION TITLE: Grease Trap and Grit Trap Cleaning, Maintenance, and Repair Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:
a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**
Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**
Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Southwaste Disposal LLC		
City Vendor ID Code			
Physical Address	16350 Park Ten Place, Suite 215		
City, State Zip	Houston, TX. 77084		
Phone Number	7134139400	Email Address	rhernandez@southwaste.com
Is the Offeror City of Austin M/WBE certified?	☒ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan,** shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Richard Hernandez - VP of Sales and Marketing

Name and Title of Authorized Representative (Print or Type)

Signature/Date

ADDENDUM
GREASE TRAP AND GRIT TRAP CLEANING, MAINTENANCE, AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS

Solicitation: IFB 8100 SLW1024 **Addendum No: 1** **Date of Addendum: 5/31/2019**

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

I. Clarifications:

1) The 0600 Bid Sheet has been replaced in its entirety as VERSION 2 Bid Sheet. Only bids submitted with the revised bid sheet will be accepted.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Richard Hernandez
Name

Authorized Signature

6/17/19
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.

ADDENDUM
GREASE TRAP AND GRIT TRAP CLEANING, MAINTENANCE, AND REPAIR SERVICES
CITY OF AUSTIN, TEXAS

Solicitation: IFB 8100 SLW1024 **Addendum No: 2** **Date of Addendum: 6/13/2019**

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

I. **Clarifications:**

1) The 0600 Bid Sheet has been replaced in its entirety as VERSION 3 Bid Sheet to add trap location detail. Only bids submitted with the revised bid sheet will be accepted.

II. **Questions and Answers:**

Q1: Section 2.7.2. and 2.8.4. mention when work hours begin. When do work hours end?
A1: Once the Contractor has disposed of the waste.

Q2: What all is included in "maintenance"?
A2: Cleaning and repairs.

Q3: If there needs to be repairs conducted, then the Contractor will submit a quote?
A3: Correct. Repairs are covered in 2.7. and 2.8. of the Scope of Work.

Q4: Are the traps confined spaces?
A4: Yes.

Q5: What type of testing are you wanting priced?
A5: Chemical testing to determine what is in the grease/grit waste.

Q6: If we take the sample and send it to a lab to test, is that considered subcontracting?
A6: Yes, this is considered subcontracting since it is part of the scope of work, and SMBR should be contacted at 512-974-7600.

Q7: What are the time windows for servicing?
A7: This will be decided at contract execution. One of the locations might have to be serviced overnight. The bid sheet has different line items for different times of the day.

Q8: Does Section 1 of the bid sheet show that services are once per month for each site?
A8: Yes.

Q9: Will someone always be escorting the Contractor?
A9: Yes, we will always have someone with the Contractor while onsite executing work.

Q10: Would you be able to provide an updated map of the locations of each grease and grit trap?
A10: A map was not available; however, descriptions of the locations have been added to the bid sheet.

Q11: Which specific locations will require confined space services and what is the size of the trap? Do we figure the confined space cost into the price per gallon? If not, where should the cost of the certified confined space services be included?
A11: For the monthly grease trap maintenance and cleaning, the grease trap at the East Loading dock (4,000 gallon) will require permitted confined space entry; however, for the biennial cleanings and inspections, all traps (grease and grit) will require confined space permitted entry. The cost of the confined space entry should be included in the monthly cost of maintenance per grease/grit trap.

Q12: Which specific traps are grit and what are their sizes?
A12: There are only two grit traps. They are Line Items 1.7 – ABIA Wash Rack and 1.10 – ABIA Trash Compactor on the bid sheet. Both are 500 gallons.

Q13: Are there any other locations that may be a part of this RFP other than the locations noted on the Excel spreadsheet?
A13: Not at this time; however, there will be an additional trap once a new facility is built in 2021 or 2022.

Q14: May we have the bid tabulation for the previous solicitation of grease, grit trap maintenance and repair services?
A14: The bid tab for the current contract can be found at:
https://www.austintexas.gov/financeonline/account_services/solicitation/solicitation_details.cfm?sid=126612

II. Additional Information:

1) The pre-proposal sign-in sheet is attached.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Richard Hernandez	Richard Hernandez	6/17/19
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.

SouthWaste

America's Leading Wastewater Management Company

Southwaste

Price List

June 14, 2019

Item	Cost
Grease Trap recoating	$5.22 per gallon
Grease Trap Replacement	$10.45 per gallon
Sanitary T repair/replacement	$3.01 per gallon
Jetting	$300 per hour
Jetting assist	$300 per hour
Testing	$475 per test

Additionally, our confined space protocol is built on SAFETY FIRST. The Southwaste protocol requires 3 personnel trained and certified in confined space entry. One person in the trap, one person acting as an observer, and one person maintaining forced air and equipment during the confined space service.

16350 Park Ten Place, Suite 215 • Houston, TX. 77084 • Telephone: (713) 413-9400 • Fax: (713) 413-4179
www.southwaste.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-568166

Date Filed:
12/09/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southwaste Disposal LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
MA 8100 NA200000054
Grease Trap Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Richard Hernandez, and my date of birth is 10/08/53.

My address is 16350 Park Ten Place, Suite 215 (street), Houston, (city), TX. (state), 77084 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 9 day of December (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Austin
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GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sandy Wirtanen 512-974-7711	**PM Name/Phone**	N/A
Sponsor/User Dept.	Aviation	**Sponsor Name/Phone**	Tina Gamez 512-530-6717
Solicitation No	IFB 8100 SLW1024	**Project Name**	Grease Trap and Grit Trap Cleaning, Maintenance, and Repair Services
Contract Amount	$63,000 per year for 5 years	**Ad Date (if applicable)**	ASAP
Procurement Type	$315,000 Total		

- ☐ AD – CSP
- ☐ AD – Design Build Op Maint
- ☒ IFB – IDIQ
- ☒ Nonprofessional Services
- ☐ Critical Business Need
- ☐ Sole Source*
- ☐ AD – CM@R
- ☐ AD – JOC
- ☐ PS – Project Specific
- ☐ Commodities/Goods
- ☐ Interlocal Agreement
- ☐ AD – Design Build
- ☐ IFB – Construction
- ☐ PS – Rotation List
- ☐ Cooperative Agreement
- ☐ Ratification

Provide Project Description**

The Contractor will perform services to include removal, disposal, transportation, laboratory testing, repairing, cleaning, and other services related to grease traps and grit trap sediments tanks.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

Previous solicitation was SLW0123REBID2 which was withing City Manager authority and the vendor is not subcontracting.

List the scopes of work (commodity codes) for this project. ***(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)***

91070 - Sludge Removal, Building (Incl Grease Trap Cleaning) - 100%

Sandy Wirtanen	5/21/2019
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	5/21/2019	**Date Assigned to BDC**	5/21/2019

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

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GOAL DETERMINATION REQUEST FORM

☐ Exempt from MBE/WBE Procurement Program	☒ No Goals

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GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
☐ Insufficient availability of M/WBEs	☐ No availability of M/WBEs
☐ Insufficient subcontracting opportunities	☒ No subcontracting opportunities
☐ Sufficient availability of M/WBEs	☐ Sufficient subcontracting opportunities
☐ Sole Source	☐ Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
There are no certified vendors for this scope of work. See attached.	
Subcontracting Opportunities Identified	
There are no subcontracting opportunities for this service.	

Jolene Cochran	
SMBR Staff	**Signature/ Date** 5/21/19
SMBR Director or Designee	**Date** 5-21-19
Returned to/ Date:	