



Amendment No. 2
to
Contract No. MA 1500 NA200000153
for
Trash, Recycling, and Organics/Composting Collection Services
for the Central Business District
between
Texas Disposal Systems, Inc.
and the
City of Austin

- 1.0 The City hereby accepts a price increase to the subject contract of 4.34%. The prices are reflected in the attached "Price Sheet 2021-2022" and are effective beginning July 1, 2021.
- 2.0 The total Contract authorization remains unchanged and is recapped below:

Action	Action Amount	Total Contract Amount
Basic Term: 06/19/2020 – 06/18/2023	\$4,980,000.00	\$4,980,000.00
Amendment No. 1: Scope Clarification 10/16/2020	\$0.00	\$4,980,000.00
Amendment No. 2: Price Increase 7/20/2021	\$0.00	\$4,980,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

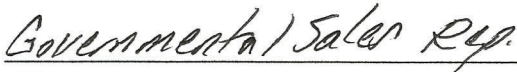
TEXAS DISPOSAL SYSTEMS, INC.



Signature



Printed Name of Authorized Person



Title



Date

CITY OF AUSTIN Matthew
Duree

Digitally signed by
Matthew Duree
Date: 2021.07.21
08:40:41 -05'00'

Signature

Matthew Duree

Printed Name of Authorized Person

Procurement Manager

Title

Date

PRICE SHEET 2021-2022

1.0	TRASH COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER		EXTENDED PRICE
1.1	Furnish & Service 3-YD Refuse Container	7 Days Per Week	20	\$368.33		\$ 88,399.20
1.2	Furnish & Service 4-YD Refuse Container	7 Days Per Week	165	\$424.67		\$ 840,846.60
1.3	Furnish & Service 8-YD Refuse Container	7 Days Per Week	2	\$1,231.24		\$ 29,549.76
2.0	SINGLE-STREAM RECYCLING COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER		EXTENDED PRICE
2.1	Furnish & Service 3-YD Single-Stream Container for Recycling	3 Days Per Week	5	\$265.03		\$ 15,901.80
2.2	Furnish & Service 3-YD Single-Stream Container for Recycling	4 Days Per Week	5	\$371.46		\$ 22,287.60
2.3	Furnish & Service 3-YD Single-Stream Container for Recycling	5 Days Per Week	5	\$478.93		\$ 28,735.80
2.4	Furnish & Service 3-YD Single-Stream Container for Recycling	6 Days Per Week	5	\$586.41		\$ 35,184.60
2.5	Furnish & Service 3-YD Single-Stream Container for Recycling	7 Days Per Week	5	\$692.84		\$ 41,570.40
2.6	Furnish & Service 4-YD Single-Stream Container for Recycling	3 Days Per Week	135	\$267.12		\$ 432,734.40
2.7	Furnish & Service 4-YD Single-Stream Container for Recycling	4 Days Per Week	135	\$376.68		\$ 610,221.60
2.8	Furnish & Service 4-YD Single-Stream Container for Recycling	5 Days Per Week	135	\$486.24		\$ 787,708.80
2.9	Furnish & Service 4-YD Single-Stream Container for Recycling	6 Days Per Week	135	\$595.80		\$ 965,196.00
2.10	Furnish & Service 4-YD Single-Stream Container for Recycling	7 Days Per Week	135	\$705.36		\$ 1,142,683.20
2.11	Furnish & Service 8-YD Single-Stream Container for Recycling	3 Days Per Week	2	\$687.62		\$ 16,502.88
2.12	Furnish & Service 8-YD Single-Stream Container for Recycling	4 Days Per Week	2	\$1,094.55		\$ 26,269.20
2.13	Furnish & Service 8-YD Single-Stream Container for Recycling	5 Days Per Week	2	\$1,188.46		\$ 28,523.04
2.14	Furnish & Service 8-YD Single-Stream Container for Recycling	6 Days Per Week	2	\$1,281.33		\$ 30,751.92
2.15	Furnish & Service 8-YD Single-Stream Container for Recycling	7 Days Per Week	2	\$1,375.24		\$ 33,005.76
3.0	BULK COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF COLLECTIONS PER YEAR	PRICE PER COLLECTION		EXTENDED PRICE
3.1	Provide Bulk Item Collection Service (One-Time Request Pickup for one block within the Service Area)	On-Call Basis	52	\$719.96		\$ 37,437.92
4.0	ADDITIONAL TEMPORARY CONTAINER COLLECTION SERVICES- This need typically arises for events scheduled in the CBD area that increase patronage to CBD businesses. Collection Services (Duration usually between 1 and 20 days, with an average event length of 15 days.)					
LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.1	Furnish & Service Extra 4-YD Trash Containers in the Event-Impacted Area	15	35	4	\$36.24	\$ 76,104.00
4.2	Furnish & Service Extra 4-YD Recycling Containers in the Event-Impacted Area	15	30	4	\$34.80	\$ 62,640.00
ADDITIONAL COLLECTIONS MADE FOR REGULAR SERVICE AREA						
LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS NEEDING EXTRA SERVICE PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE

4.3	Extra Pick Up for Existing 4-YD Side-Load Single-Stream Recycling Container in Event-Impacted Area	8	135	4	\$21.05	\$ 90,936.00
4.4	Extra Pick Up for Existing 8-YD Front-Load Single-Stream Recycling Container in Event-Impacted Area	8	2	4	\$93.93	\$ 6,011.52
4.5	96-Gallon Carts for Single Stream Recycling	8	20	4	\$26.14	\$ 16,729.60
ADDITIONAL COLLECTIONS MADE FOR REGULAR SERVICE AREA - All collections will be invoiced at the same tier of pricing. If the City increases the number of containers needed at any time resulting in the total number of containers of a particular size crossing a pricing threshold, the lower price will apply to all containers of that size, even those containers previously charged a higher rate.						
LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS NEEDING EXTRA SERVICE PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.6	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	1-5	4	\$216.13	
4.7	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	6-15	4	\$70.22	
4.8	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	16-30	4	\$34.88	
5.0	COMPOSTING/ORGANICS COLLECTION SERVICES - Collection frequency and container size will be finalized with the Contractor before the program starts. Pricing submitted below will be used by the City to determine how to proceed with the new CBD Organics program. All collections will be invoiced at the same tier of pricing. If the City increases the number of containers needed at any time resulting in the total number of containers of a particular size crossing a pricing threshold, the lower price will apply to all containers of that size, even those containers previously charged a higher rate.					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED PRICE	
5.1	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	1-5	\$495.63	\$ 29,737.80	
5.2	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	6-15	\$252.51	\$ 45,451.80	
5.3	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	16-30	\$194.08	\$ 69,868.80	
5.4	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	31-45	\$176.34	\$ 95,223.60	
5.5	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	1-5	\$522.76	\$ 31,365.60	
5.6	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	6-15	\$278.59	\$ 50,146.20	
5.7	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	16-30	\$219.12	\$ 78,883.20	
5.8	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	31-45	\$201.38	\$ 108,745.20	
5.9	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	1-5	\$548.84	\$ 32,930.40	
5.10	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	6-15	\$303.64	\$ 54,655.20	
5.11	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	16-30	\$244.16	\$ 87,897.60	
5.12	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	31-45	\$226.42	\$ 122,266.80	
5.13	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	1-5	\$705.36	\$ 42,321.60	
5.14	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	6-15	\$344.33	\$ 61,979.40	
5.15	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	16-30	\$256.68	\$ 92,404.80	
5.16	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	31-45	\$230.60	\$ 124,524.00	
5.17	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	1-5	\$745.01	\$ 44,700.60	
5.18	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	6-15	\$382.94	\$ 68,929.20	
5.19	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	16-30	\$295.29	\$ 106,304.40	

5.20	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	31-45	\$268.16	\$ 144,806.40
5.21	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	1-5	\$782.57	\$ 46,954.20
5.22	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	6-15	\$419.46	\$ 75,502.80
5.23	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	16-30	\$331.81	\$ 119,451.60
5.24	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	31-45	\$304.68	\$ 164,527.20
5.25	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	1-5	\$914.04	\$ 54,842.40
5.26	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	6-15	\$914.04	\$ 164,527.20
5.27	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	16-30	\$320.33	\$ 115,318.80
5.28	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	31-45	\$285.90	\$ 154,386.00
5.29	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	1-5	\$966.21	\$ 57,972.60
5.30	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	6-15	\$486.24	\$ 87,523.20
5.31	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	16-30	\$370.42	\$ 133,351.20
5.32	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	31-45	\$334.94	\$ 180,867.60
5.33	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	1-5	\$1,016.30	\$ 60,978.00
5.34	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	6-15	\$535.28	\$ 96,350.40
5.35	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	16-30	\$419.46	\$ 151,005.60
5.36	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	31-45	\$383.98	\$ 207,349.20
5.37	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	1-5	\$1,123.77	\$ 67,426.20
5.38	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	6-15	\$526.93	\$ 94,847.40
5.39	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	16-30	\$383.98	\$ 138,232.80
5.40	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	31-45	\$340.16	\$ 183,686.40
5.41	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	1-5	\$1,187.42	\$ 71,245.20
5.42	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	6-15	\$590.58	\$ 106,304.40
5.43	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	16-30	\$445.54	\$ 160,394.40
5.44	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	31-45	\$401.72	\$ 216,928.80
5.45	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	1-5	\$1,250.03	\$ 75,001.80
5.46	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	6-15	\$652.14	\$ 117,385.20
5.47	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	16-30	\$507.11	\$ 182,559.60
5.48	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	31-45	\$463.28	\$ 250,171.20
5.49	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	1-100	\$74.08	\$ 88,896.00
5.50	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	101-200	\$60.52	\$ 145,248.00
5.51	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	201-300	\$57.39	\$ 206,604.00
5.52	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	301-400	\$56.35	\$ 270,480.00
5.53	Furnish 96 Gallon Compostable Materials Cart	3 Days a Week	5-7	\$333.90	\$ 28,047.60
5.54	Furnish 96 Gallon Compostable Materials Cart	4 Days a Week	1-4	\$782.57	\$ 37,563.36

5.55	Furnish 96 Gallon Compostable Materials Cart	4 Days a Week	5-7	\$444.50	\$ 37,338.00	
5.56	Furnish 96 Gallon Compostable Materials Cart	5 Days a Week	1-4	\$978.73	\$ 46,979.04	
5.57	Furnish 96 Gallon Compostable Materials Cart	5 Days a Week	5-7	\$554.06	\$ 46,541.04	
5.58	Furnish 64 Gallon Compostable Materials Cart	2 Days a Week	1-4	\$381.89	\$ 18,330.72	
5.59	Furnish 64 Gallon Compostable Materials Cart	2 Days a Week	5-7	\$212.86	\$ 17,880.24	
5.60	Furnish 64 Gallon Compostable Materials Cart	3 Days a Week	1-4	\$571.80	\$ 27,446.40	
5.61	Furnish 64 Gallon Compostable Materials Cart	3 Days a Week	5-7	\$318.25	\$ 26,733.00	
5.62	Furnish 64 Gallon Compostable Materials Cart	4 Days a Week	1-4	\$762.75	\$ 36,612.00	
5.63	Furnish 64 Gallon Compostable Materials Cart	4 Days a Week	5-7	\$423.63	\$ 35,584.92	
5.64	Furnish 64 Gallon Compostable Materials Cart	5 Days a Week	1-4	\$952.65	\$ 45,727.20	
5.65	Furnish 64 Gallon Compostable Materials Cart	5 Days a Week	5-7	\$529.02	\$ 44,437.68	
6.0	MATERIAL AUDITS (in accordance with Section 8.1.1 of the Scope of Work)					
LINE ITEM	DESCRIPTION			ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
6.1	Material Audits (in accordance with Section 8.1.1 of the Scope of Work)			2	\$12,637.61	\$ 25,275.22



P.O. Box 17126, Austin, TX 78760
512.421.1340 Office
800.375.8375 Toll Free
512.243.4123 Fax
www.texasdisposal.com

June 10, 2021

City of Austin
Central Business District
P.O. Box 1088
Austin, TX 78767

Attn: Amy Slagle

Greetings:

In accordance with the 2020 City of Austin Contract for Trash, Recycling, and Organics/Composting Collection Services for the Central Business District, the requested annual rate adjustment will become effective on September 1, 2021.

Please find the enclosed updated Section 0600 Bid Sheet for your rate adjustment.

Please contact me if you have any questions regarding your rate adjustment. Furthermore, if you will be presenting this information to a board or governing body, I will be happy to attend and respond to any questions.

Respectfully,

Stefanie Quimby
Governmental Account Representative
(512) 422-9980
squimby@texasdisposal.com

Enclosure: Section 0600 Bid Sheet

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.910	398.720		
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416		
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440									



Amendment No. 1
to
Contract No. 1500 NA200000153
for
Trash, Recycling, and Organics/Composting
Collection Services for the Central Business District
between
Texas Disposal Systems, Inc.
and the
City of Austin, Texas

1.0 SOW Section 3.4.1.C. is deleted in its entirety and replaced as follows:

The Contractor shall empty composting containers at least two days per week (exact days of the week to be scheduled with the awarded Contractor), between the hours of 3:00 a.m. and 7:00 a.m.

2.0 SOW Section 8.4. is deleted in its entirety and replaced as follows:

Deliverables/Milestones	Timeline (due date or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Collection of all uncontained waste and litter around the dumpsters at each collection	Collection days	Litter around each Container is removed	3.2
Bulk Collections	Within 24 hours of a request from the City	Collected all items that were too large in dimension to fit in the dumpsters, were not placed in the dumpster, or were inappropriately placed in the dumpster	3.2.2
Trash Collections	Monday through Sunday, between the hours of 3:00 a.m. and 7:00 a.m.*	Containers are emptied as scheduled	3.4.1.A
Recycling Collections	Three days a week, between the hours of 3:00 a.m. and 7:00 a.m.*	Containers are emptied as scheduled	3.4.1.B
Organics/Composting Collections	Two days a week, between the hours of 3:00 a.m. and 7:00 a.m.*	Containers are emptied as scheduled	3.4.1.C
Container Maintenance	Ongoing	Approved by the City	3.3.1
Disposal and Processing	Ongoing	Contractor used a fully compliant site to dispose of all items collected	Throughout
Route Reports/Material Audit	As requested	Approved by the City	8.1.1
Compliance Inspection	As requested	Approved by the City	8.1.2
Invoice Submittal	Monthly by the 7th	Accurate invoice submitted	8.2

*The City reserves the right at any point in the contract period to modify the days of the week, time, and frequency of trash, recycling, and compost collections.

2.0 The total Contract amount is unchanged and recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 6/19/2020 – 6/18/2023	\$4,980,000.00	\$4,980,000.00
Amendment No. 1: Scope Clarification 10/16/2020	\$0.00	\$4,980,000.00

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.

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.

TEXAS DISPOSAL SYSTEMS INC.

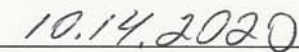

Signature


Printed Name of Authorized Person

Printed Name of Authorized Person


Title

Title


Date

Date

CITY OF AUSTIN

Matthew

Duree

Signature

Digitally signed by
Matthew Duree
Date: 2020.10.21
13:36:50 -05'00'

Matthew Duree

Printed Name of Authorized Person

Procurement Manager

Title

Date



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 22, 2020

Texas Disposal Systems, Inc.
Stefanie Quimby
Government Sales Representative
12200 Carl Road
Creedmoor, TX 78610

Dear Stefanie:

The Austin City Council approved the execution of a contract with your company for trash, recycling, and organics/composting collection for the Central Business District in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Amy Slagle
Department Contact Email Address:	Amy.slagle@austintexas.gov
Department Contact Telephone:	512-974-4302
Project Name:	Trash, Recycling, and Organics/Composting Collection for the Central Business District
Contractor Name:	Texas Disposal Systems, Inc.
Contract Number:	MA 1500 NA200000153
Contract Period:	June 19, 2020 – June 18, 2023
Dollar Amount	\$4,980,000
Extension Options:	Two 12-month options at \$1,660,000/option
Requisition Number:	RQM 1500 19091600812
Solicitation Type & Number:	IFB 1500 SLW1036
Agenda Item Number:	35
Council Approval Date:	June 11, 2020

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



**CITY OF AUSTIN, TEXAS
PURCHASING OFFICE
INVITATION FOR BID (IFB)
OFFER AND ACCEPTANCE SHEET**

SOLICITATION NO.: IFB 1500 SLW1036

DATE ISSUED: December 9, 2019

COMMODITY/SERVICE DESCRIPTION: Trash, Recycling, and Organics/Composting Collection Services for the Central Business District

PRE-BID CONFERENCE TIME AND DATE: December 16, 2019 at 2 PM

REQUISITION NO.: RQM 1500 19091600812

COMMODITY CODE: 92670

LOCATION: 124 W. 8th Street, Austin, TX 3rd Floor Small Conference Room or call in to 512-974-9300, code: 710957

BID DUE PRIOR TO: January 7, 2020 at 2 PM

**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 OPENING TIME AND DATE: January 7, 2020 at 3 PM

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

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 1500 SLW1036	Purchasing Office-Response Enclosed for Solicitation # IFB 1500 SLW1036
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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	14
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	15
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
ATTACHMENT A	CBD SERVICE AREA MAP	1
ATTACHMENT B	DUMPSTER DECALS	3
ATTACHMENT C	URO ACCEPTABLE MATERIALS	1
ATTACHMENT D	ORGANICS/COMPOST MATERIALS	8
ATTACHMENT E	REQUEST FOR INFORMATION (RFI) 1500 SLW6004 COMMENTS SUMMARY	4

*** 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: Texas Disposal Systems, Inc.
Company Address: 12200 Carl Road
City, State, Zip: Creedmoor, Texas 78610
Vendor Registration No. 75-1579711
Printed Name of Officer or Authorized Representative: Stefanie Quimby
Title: Governmental Sales Representative
Signature of Officer or Authorized Representative: 
Date: 2/5/2020
Email Address: squimby@texasdisposal.com
Phone Number: 512-422-9980

(* 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. MA 1500 NA200000153.

CITY OF AUSTIN

Awarded this 19th day of June, 2020

**Matthew
Duree**

Digitally signed by
Matthew Duree
Date: 2020.06.22
17:53:26 -05'00'

Signature

Matthew Duree - Procurement Manager

Printed Name and Title of Authorized Person

6/19/2020

Date

**CITY OF AUSTIN
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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

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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.

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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>

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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.

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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.

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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

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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.

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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

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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

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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.

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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.

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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:

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

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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.

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- 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.

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TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE CENTRAL BUSINESS DISTRICT
SOLICITATION NUMBER: IFB 1500 SLW1036

The following Supplemental Purchasing Provisions apply to this solicitation:

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

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

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

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

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

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

OR PURInsuranceCompliance@austintexas.gov

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

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

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- (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 \$1,000,000 per occurrence for bodily injury and property damage.
 - (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.
- iv. **Environmental Impairment Liability Insurance:** The Contractor shall provide coverage with a minimum limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractor who own or operate a treatment, storage, and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill, or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

- 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.

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- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall be itemized and emailed to the Contract Operations Manager with a copy to ARR.AP@austintexas.gov on or before the 7th of each month for all services provided the prior month. Unless otherwise specified in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:
- i. A unique invoice number;
 - ii. The date the invoice was submitted to ARR;
 - iii. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable;
 - iv. The department's name, if applicable;
 - v. The name of the Contract Operations Manager;
 - vi. The Contractor's name; and
 - vii. If applicable, the tax identification number, which must exactly match the information in the Contractor's registration with the City.
- C. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- 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](#).
7. **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

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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: CPI – All Urban Consumers	
Series ID: CUUR0000SEHG02	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: US City Average	
Description of Series ID: Garbage and Trash Collection	
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

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- 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.

8. **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.

9. The City reserves the right at any time during the contract period to modify or add to the products/services listed in the Section 0600 Bid Sheet. These modifications and additions will be similar to or related to the original products and services. For additions, the City Contract Manager will obtain pricing from the Contractor and submit a request in writing to the Purchasing Office to add the new product/services. If approved, the City will issue an Amendment to authorize the product/services addition and pricing. No unauthorized products/services will be paid for by the City. Amendments will only be issued for items within the same general scope of the awarded contract. Products that are added shall be firm/fixed for the time specified in the Economic Price Adjustment section and are subject to the potential fluctuations according to the index indicated in the Contract. In no event, shall any product/services addition cause the overall contract price to change, without additional Appropriations from the City.

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

Amy Slagle

Amy.slagle@austintexas.gov

512-974-4302

*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.

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1.0 INTRODUCTION

The City of Austin ("City") seeks to establish a contract with a qualified Contractor who is experienced in the collection, transporting, processing, and disposal services of trash, bulk materials, recycling, compost, and daily litter cleanups, for services to be performed within the Downtown Central Business District ("CBD") of Austin, Texas. This Scope of Work ("SOW") establishes the minimum requirements for these services.

All eligible bids submitted in response to this Invitation for Bid ("IFB") that address the objectives of the solicitation will be considered by Austin Resource Recovery ("ARR").

The term "container(s)" as used herein shall refer to dumpsters and carts unless the context indicates a different meaning.

2.0 BACKGROUND

The Austin City Council, under Ordinance No. 20051020-63, requires that the City shall contract with a private collection company to provide solid waste services for the CBD. The area of the CBD, pertaining to these contract services, currently includes the areas noted in Section 3.1, and as indicated on Attachment A; however, the area is subject to change. Therefore, the Contractor shall support, in its bid, the ability and capacity to handle added service areas, increased volumes and commodities, and adequate staffing and equipment to perform all responsibilities as defined under the specifications of this contract.

The City issued Request for Information ("RFI") [1500 SLW6004](#) to obtain comments on ARR's Scope of Work for Collection Services for the Central Business District on July 24, 2019 – August 6, 2019. A summary of the RFI comments that were submitted and reviewed by the City is available in Attachment E.

Notice: The Contractor is solely responsible to have investigated the types of businesses, types of refuse, recycling, compostable, and discarded materials that may end up in the containers and surrounding areas, and shall have the sole responsibility to collect, transport, dispose of and/or process all materials, volumes, and quantities of liquids, that are placed in the containers and immediately around the containers. The City presumes the Contractor has prudently assessed the areas defined herein and the types of businesses in order to address any and all types of collection matters and materials that may occur, and the Contractor fully accepts responsibility for all required services needed to fully perform all terms of this contract.

3.0 SCOPE OF WORK

3.1 Locations

The Contractor shall provide all containers, equipment, transportation vehicles, personnel, labor, materials, and resources required to complete daily collections, transporting, disposal, and processing services for the CBD as currently defined below ("Service Area") and illustrated on Attachment A. The current Service Area includes the following areas:

- A. The alleys east and west of Congress Avenue from 2nd to 11th Streets;
- B. The alleys north and south of East 5th Street west of the I-35 frontage Road to Congress Avenue;
- C. The 500 block of East 7th Street (north block);
- D. The 300 block of East 5th Street (south block);
- E. The 200 block of West 4th Street (south block);

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- F. The 200 and 300 blocks of West 5th Street (south blocks); and
- G. The 200 and 300 blocks of West 6th Street (south blocks).

3.2 Collections

The Contractor shall be responsible for removing all garbage, debris, organics, and recyclable materials from the Service Area, regardless of how it was placed there (including either inside or outside of the container). The Contractor shall have sole responsibility for providing complete collection and cleanup services in the Service Area. Any material(s) that are considered, or suspected to be, hazardous waste (according to federal laws, rules, and regulations), by either the Contractor or the City, will be addressed on a case-by-case situation for proper disposal, subject to City approval.

NOTE: If a container is overfilled or is loaded partially or completely with contamination or improper materials, the Contractor shall remain responsible for continuing collection services. The Contractor shall remedy any container issue or contamination issue without the intervention of the City and at no additional cost to the City. The Contractor, without direction from the City, shall collect and remove pallets from the Service Area at no additional cost to the City. The Contractor shall be solely responsible for and shall immediately sweep up and properly clean the area and dispose of trash, fluids, and all debris that falls out of or spills outside trash container(s) during collection.

3.2.1 Trash Collection

The Contractor shall provide trash collection services for the Service Area. Please reference Section 3.5.1, Disposal Facilities, for disposal requirements.

3.2.2 Bulk Collection

The Contractor shall provide bulk collection services for items too large to fit in trash containers. The Contractor shall provide the services within 24 hours of a request from the City. Please reference Section 3.5.1, Disposal Facilities, for disposal requirements. Bulk items as defined under this contract, shall include, but are not limited to:

- A. Doors;
- B. Carpet;
- C. Furniture;
- D. Railroad ties (cut in half);
- E. Pallets;
- F. Rolled fencing; and
- G. Nail-free lumber.

Note: The Contractor shall notify the Contract Operations Manager if appliances or tires are placed outside for collection within 24 hours. ARR will collect tires and appliances from the locations.

3.2.3 Recycling Collection

The Contractor shall provide single-stream recycling collection for the Service Area. All single-stream recyclable materials collected by the Contractor from the Service Area shall be delivered to a legally permitted Materials Recycling Facility ("MRF") pre-designated by the Contractor and approved by the City. Please reference Section 3.5.2, Materials Recycling Facilities, for more information. Any changes to

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the list below must be mutually agreed upon between the City and the Contractor via a written amendment. Single-stream recyclable materials, as defined under this contract shall include, but are not limited to:

- A. Uncontaminated corrugated cardboard;
- B. Boxboard;
- C. Mixed paper;
- D. Aluminum and metal cans;
- E. Rigid plastics Number 1–7; and
- F. All glass bottles and containers.

3.2.4 Organics/Composting Collection

- A. Background – Many businesses in the Service Area are subject to the organics diversion requirements from the City’s Universal Recycling Ordinance (“URO”). The City needs to provide composting services to businesses in the Service Area.
- B. Compostable Materials – The Contractor shall provide composting collection services within the Service Area. The City will identify where composting collection shall be provided. If approved by the City, the Contractor may contract with a City-approved subcontractor to provide these services. Compostable items, as defined under this contract shall include, but are not limited to:
 - i. All animal meats and parts, including but not limited to: deli meats, sandwiches, raw and cooked meats (beef, poultry, pork, venison, bison, seafood, and others), meat trimmings and renderings;
 - ii. All vegetables, fruits, and fruit and vegetable materials;
 - iii. Soiled paper products including but not limited to: soiled paper/soiled food products, soiled paper cups, soiled paper plates/paper towels, paper, egg cartons (not foam), napkins, tissue papers, cardboard cereal and food boxes, empty and/or used pizza boxes, empty and/or used paper food containers, wet and waxed cardboard, waxed paper;
 - iv. All unpackaged food waste including but not limited to: all food scraps, nuts and shells, corn cobs, coffee and tea bags/grounds/leaves and filters, eggs and egg shells, breads and bakery products, cheese and dairy products, food scraps, all edible grocery items, bones, and frozen foods;
 - v. Untreated, unpainted, unstained wood products, boxes and wood pieces small enough to fit into composting cart including but not to be limited to: wooden crates, popsicle sticks and small wood objects, wood shavings, unpainted and untreated pallets, lumber, cedar shingles, and other clean wood;
 - vi. Biodegradable Products Institute BPI® certified compostable food waste bags; and
 - vii. Additional compostable materials currently approved by the City listed in Attachment D, Compostable Materials. However, the City reserves the right to add additional items to this list.

NOTE: Other specific materials may be added to the list as determined compostable and mutually agreed to in writing.

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- C. Composting Methods – All compostable materials collected by the Contractor from within the Service Area shall be delivered to a legally permitted compost processing facility. Please reference Section 3.5.3, Compost Processing Facilities, for more information.

3.2.4 Additional Temporary Collection Services

Upon request by the City, the Contractor shall provide additional collection services during special events and festivals, which increase foot traffic and volume in the CBD area. These additional temporary collection services may occur during non-regular business hours and on weekends. The Contractor shall provide all personnel, vehicles, equipment, and necessary resources required to perform all these services under the provisions of this contract, which include delivery and placement of additional containers, as directed by Contract Operations Manager or Special Event designee, increased frequency of alley cleaning services, monitoring services, additional collections for trash, recyclables, compost, and bulk materials.

- A. Point of Contact – Upon request for Special Event Services in the Service Area, the Contractor shall provide a point-of-contact within five business days of initial request. The Contractor shall provide the email and cell phone number of the point-of-contact person to be available immediately by telephone, for troubleshooting and other issues. The Project Manager or designee shall be readily available by telephone during the entire event and have the authority and resources to resolve all problems that may arise as indicated by Contract Operations Manager or Special Event designee. All problems shall be resolved within 18 hours. The Contractor's point-of-contact, and/or designated personnel, shall coordinate with the designated City personnel by telephone or email prior to the delivery of all properly labeled dumpsters and containers to ensure proper delivery location, specific placement, and time.
- B. Schedule – For the duration of additional temporary collection services, in addition to regular collection hours, the Contractor agrees to deliver and pick up containers, up to seven days a week, including holidays, evenings, and after normal hours as instructed by City's point-of-contact personnel. The Contractor shall be prepared and agrees to return for additional containers, if needed, as requested by the City personnel within 18 hours of notification.
- C. Staff – Where containers have been dropped-off at an incorrect location and/or time, the scheduled point-of-contact personnel shall have the resources and authority to redirect containers and supplies to the proper location and/or time within 18 hours of the request from ARR staff, at no charge to the City.
- D. Equipment – Any additional or temporary containers must adhere to the same container requirements as outlined herein for landfill trash, recycling, and compost containers. Some of the increase in services may necessitate the use of 96 gallon or similar cart containers on wheels for composting, recycling, or as otherwise needed. The City will not be responsible for lost or stolen containers.
- E. Estimate – When requested by the City, the Contractor shall provide a detailed cost estimate within 3 business days for the City to review to ensure all

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necessary services, items, times, and locations are accurately defined and included in any temporary services request. In the event additional services are needed beyond the original request, the City will request a new estimate for review and approval. The additional services may not commence until approval is granted by the City via email.

3.3 Container Requirements

The Contractor shall provide the quantity of containers, as determined by the City, for the containment of all volumes of debris, recyclables, compostable materials, and other substances generated by each establishment, business, and/or resident in the Service Area.

NOTE: The Contractor shall install and maintain all containers to ensure all applicable American National Standard Institute (“ANSI”) regulations, Occupational Safety and Health Administration (“OSHA”) standards, and all other regulatory requirements are continuously met. If any standards under these regulations change during the contract and a timeline for compliance is not prescribed by the authority with jurisdiction, the City will establish a timeline by which the Contractor will comply with any revised regulations.

3.3.1 Container Maintenance

- A. When requested by the City, the Contractor shall clean and/or swap out specific containers with clean, disinfected containers of same color, size, and type, per specification requirements, per materials to be placed in the container within two business days. All cleaning, disinfecting, and sanitizing of containers shall be done offsite.
- B. The Contractor shall perform minor maintenance on all containers provided by the Contractor in the Service Area, including but not limited to: repair of container lids, replace broken parts, paint over graffiti, replacement of burned containers, and/or install and replace locks. All minor maintenance repairs should be completed within four business days of request.

3.3.2 Container Placement

The City will allocate and determine placement of containers at its sole discretion. The Contractor shall ensure that containers are placed in the precise locations as directed by the City personnel. The City will work with Contractor to determine placement of containers for safest outcome during servicing.

3.3.3 Container Appearance

- A. All containers shall be uniform in appearance and shall have color distinction between trash, recycling, and composting, as directed by the City. Containers shall be provided in various cubic yard or gallon capacity, as indicated in Section 0600, Bid Sheet. If a location requires multiple containers of the same type, the containers shall be of uniform design and a specific color for the materials to be placed in the container. In addition, clearly identified decals with images of the types of common materials accepted in the recycling program shall be placed on the recycling containers in both English and Spanish translations at a minimum.
- B. All signs, labels, decals or any other container identification on exterior containers must be compliant with the URO and the URO’s accompanying

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Administrative Rules, including, but not limited to, governing the size of signage or other identifiers, symbols, and languages to be used. For example, all containers shall be labeled in both English and Spanish and indicate which materials should be placed inside the container, such as "Landfill Trash," "Recycling Only," and/or "Organics Only" (please reference Attachments B and C for examples). If URO signage/labeling requirements change during this contract, the Contractor must revise labeling and signage of exterior containers used within the Service Area within a timeframe mutually agreed upon by the City and the Contractor. Exterior containers must have signs, labels, decals, or other forms of container identification that shall be uniform in color, style, and appearance that are reflective and visible at night;

- C. The Contractor shall, at no additional cost to the City, re-paint Contractor-owned equipment or swap containers within 48 hours of notification by the City.
- D. All containers and any signs, labels, decals, or other container identification on exterior containers are subject to City approval.
- E. The Contractor shall replace labels and decals within two business days of request or upon notice of damage, peeling, or fading.

3.3.4 Container Size

Please reference Section 0600, Bid Sheet in reference to specific sizes needed. Containers shall adequately accommodate the entry of materials.

3.3.5 Container Sealing Requirements

All containers shall be sealed or properly plugged at the bottom to be leak proof. All containers shall have permanently attached lids or tops that prevent the entry of rainwater. All lids must be:

- A. Leak resistant (keeping rainwater out);
- B. Functional (meaning free from damage or disfiguration so that they open and close freely upon use by customer or when being serviced by the Contractor); and
- C. Replaced within four business days of damage and/or of request by the City.

3.3.6 Locks and Wheels

- A. Locking lids and/or locking doors for containers shall be furnished by the Contractor when required by the City. The Contractor shall furnish all combinations to locks and/or keys as requested by the City within three business days of request.
- B. The Contractor shall supply wheeled containers (with locking casters and optional configurations per request by the City), at the Contractor's expense, per request by the City.
- C. The Contractor shall be responsible for:
 - i. Ensuring that lock bars and locks are engaged after each service;
 - ii. Ensuring all containers are properly secured; and

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- iii. Replacing or repairing all missing or damaged locks, lock bars, and container tops within three business days upon request, or if the Contractor notices damages.

3.3.7 Side Loading Containers

Side-loading containers are typically used to allow for convenient access into the alleys. However, where side-loading containers are not feasible, front-loading containers may be utilized, provided that the front-loading containers do not restrict access through the alleys. All side-loading containers are subject to City approval.

3.4 Collection Schedule and Holidays

3.4.1 Schedule

- A. The Contractor shall empty trash containers daily Monday through Sunday, between the hours of 3:00 a.m. and 7:00 a.m.
- B. The Contractor shall empty recycling containers at least three days per week (exact days of the week to be scheduled with the awarded Contractor), between the hours of 3:00 a.m. and 7:00 a.m.
- C. The Contractor shall empty composting containers at least three days per week (exact days of the week to be scheduled with the awarded Contractor), between the hours of 3:00 a.m. and 7:00 a.m.
- D. The City reserves the right at any point in the contract period to modify the days of the week and frequency scheduled for trash, recycling, and/or composting.
- E. Some areas are considered noise sensitive locations; therefore, the City may require the Contractor to empty or retrieve some container(s), from some businesses and/or customers at specific times outside the above-stated routine collection hours. The Contractor shall schedule these collection services with the Contract Operations Manager in advance in order to provide prior notice to the business(es).

3.4.2 Access Issues

- A. In the event the Contractor is unable to empty a container due to blocked access, or other causes, the Contractor shall notify the Contract Manager and return to provide service within one business day.
- B. The Contractor shall include documentation on invoices outlining any missed pickups and ensure that no charges are listed for the location(s)/times where the Contractor has not picked up.
- C. The Contractor is responsible for rectifying any low-hanging limbs that hinder adequate clearance for the Contractor's vehicles.
- D. Any other barrier that prevents serviceability, hinders adequate clearance for the Contractor's vehicles, and/or causes safety issues shall be reported to 3-1-1 Call Center or 9-1-1 depending on severity (3-1-1 Call Center reports can be filed via a mobile app, online, or by calling 3-1-1 Call Center). The Contractor is

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responsible for following up on any requests to ensure they are completed in a timely manner.

3.4.3 Holidays

Collections are not required on the following days: Thanksgiving and Christmas Day.

3.5 Facility Requirements

The Contractor shall submit with their bid the facility(ies) proposed to be used in correlation to the services described herein. The facility(ies) shall have landfill, recycling, and composting capacity throughout the initial term and all potential extension options resulting from the contract. All facilities used by the Contractor under the contract must be approved in advance by the City.

3.5.1 Disposal Facilities

The Contractor must utilize disposal facilities or landfills that are approved via the Landfill Criteria Matrix ("LCM") (please reference Section 7.1.4, Confirmation of Facilities Used) and must be able to accept all collected materials throughout the initial term and all potential extension options resulting from the contract.

3.5.2 Materials Recycling Facilities (MRF)

The Contractor shall deliver all recyclables collected from the Service Area under the terms of this contract to a MRF, pre-designated by the Contractor and approved by the City. The facility must be in full compliance with all local, state, and federal regulatory and licensing requirements. The Contractor shall perform all tasks required to collect and transport all single-stream recyclables to the MRF for processing and resale.

3.5.3 Compost Processing Facilities

All compostable materials collected by the Contractor from the Service Area shall be delivered to a legally permitted compost processing facility, pre-designated by the Contractor and approved by the City. The facility must be in full compliance with all local, state, and federal regulatory and licensing requirements.

3.5.4 Change Approval

- A. Any changes in disposal sites or facilities without prior City approval or landfilling material at a landfill not specified in the LCM approved list shall constitute a material breach of this contract. The Contractor shall inform the City in writing (and get approval from the Contract Operations Manager) at least 60 days prior to the change for any new facility (or the discontinuance of an existing facility).
- B. In the event of an emergency in which a change in disposal sites, facilities, or treatment methods must be made, the Contractor shall notify the Contract Operations Manager immediately. Any temporary solution proposed by the Contractor must be approved in writing by the Contract Operations Manager.
- C. In the event of a change in the disposal facility, the Contractor shall be responsible for transferring all existing profiles, licenses, permits, and requirements to the new disposal facility at no cost to the City.

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3.5.3 Closures

The Contractor shall inform the City in writing of any landfill closures, for any landfill being used for the performance of the contract, for lack of space, at least one year before the actual closure. The Contractor shall inform the Contract Operations Manager within 24 hours upon notification by a regulatory body if the disposal or processing facility is being closed, or is scheduled to close, due to regulatory non-compliance, regardless of whether said violations are local, state, or federal.

4.0 OTHER RESPONSIBILITIES OF THE CONTRACTOR

4.1 Project Manager

The Contractor shall provide a Project Manager who will oversee the contract. The Contractor shall also provide contact information for the Project Manager and for an alternate contact person, both of whom shall be available by telephone between 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday. The Contractor shall also provide ARR with contact information for an emergency contact with availability after-hours and on weekends. The City reserves the right to request a change in Project Manager. The Contractor shall respond to all requests and/or complaints forwarded by the City within two hours of notification by the City.

4.2 Contractor Representative

The Contractor shall provide a representative ("Contractor Representative") who shall monitor the Service Areas daily and serve as *'boots on the ground'* personnel. The Contractor Representative shall patrol the Service Area to confirm full contract performance. Where there are concerns, the Contractor Representative shall resolve the performance requirement concerns, and/or contact the Contract Operations Manager to report additional concerns that need to be resolved.

4.2.1 Litter and Cleaning Responsibilities

The Contractor Representative shall also perform daily weeding, litter control services, container maintenance, and monitoring throughout the Service Area. The Contractor Representative, or designee, shall perform these services as requested by the City. This shall include the following:

- A. Sweeping and collecting all uncontained materials in the alleys, removing any dirt, debris, grease, or other matter. At a minimum, sweeping shall include the gathering and removal of trash and debris by sweeping the area around containers and surrounding premises using manual or mechanized brooms and/or sweeping machines;
- B. Cleaning the alley premises. The Contractor is encouraged to conserve water and use environmentally-friendly cleaning methods as much as possible. The Contractor shall ensure that no residual material be allowed to drain or run-off into a storm-sewer inlet or waterway;
- C. Reporting any theft of containers, illegal dumping, dumping of hazardous waste materials, improper usage of the containers, and/or any safety hazards to 3-1-1 Call Center (or 9-1-1, depending on severity) and informing the Contractor Operations Manager within 24 hours. The Contractor shall document the issue with pictures and include the license plate numbers or violator identification, if

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available, with their report to the City. In the event a police report is filed, the Contractor shall notify the Contract Operations Manager with the police report number within 24 hours.

4.2.2 Routine Mechanical or Vacuum Sweeping

The City will perform routine flushing of the Service Area. This in no way relieves the Contractor of their responsibilities described herein.

4.3 Change Management

The Contractor shall keep the City informed of any operational or employee changes that may affect the Contractor's ability to and/or method(s) of implementing or performing services described herein. The Contractor shall notify the Contract Operations Manager within one business day of such changes taking place.

4.4 Training and Regulations

The Contractor warrants the following:

- A. All disposal facilities and landfills are approved by the LCM;
- B. All MRFs, transporters, and handlers are properly licensed and permitted;
- C. Employees, subcontractors, and employees of subcontractors are properly trained to perform the various tasks which may be required pursuant to this agreement; and
- D. That all materials shall be handled, transported, stored, processed, and disposed of in accordance with all applicable federal, state, local statutes, laws, regulations, rules, or ordinances.

4.5 Ownership of Materials

The Contractor shall take ownership of all the materials collected from Service Area.

4.6 Spill Prevention and Clean Up

The Contractor, its employees, subcontractors, agents, and/or consultants shall solely be responsible and liable for all the management, cleanup, transportation, resulting damages, expenditures for all drips, leaks and/or spills from any source, solid or liquid, and/or loss of debris, even minor amounts, that occur anywhere (from the collections, transportation, disposal, or processing of materials associated with the contract), and anytime during the performance of the contract. The Contractor shall report spills to 3-1-1 Call Center or the proper authorities and inform the Contract Operations Manager within 24 hours. The Contractor shall also follow up with the Contract Operations Manager on the remedy of the spill.

5.0 ARR'S RESPONSIBILITIES

5.1 Communication

The City prefers the Contractor communicate all non-urgent issues through email. For all urgent issues, the Contractor shall contact the Contract Operations Manager or designee by phone or follow the instructions specified herein.

5.2 Contract Operations Manager

The Contract Operations Manager will be the main point of contact at ARR and will manage the services, operations, and communications under the Contract. The City will notify the

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Contractor in writing in the event there is any change in contract administration responsibilities.

5.3 Exemptions

All residences, businesses, and other establishments in the Service Area are required to utilize the collection services provided under the contract unless granted an exemption by the Director of ARR. Reasons for granting an exemption include, but are not limited to:

- A. Areas that cannot be accessed due to lack of alleyway;
- B. Areas considered private property;
- C. Properties owned or leased by governmental entities, and/or
- D. Other establishments whose unique characteristics make this service unsuitable.

5.4 Pilot Program

The City reserves the right to pilot additional waste diversion or process improvement tactics in the Service Area, including but not limited to, waste audits and the collection of reusable items. Pricing for pilot programs that are not already referenced in this SOW shall be provided at a cost and service level as mutually agreed upon between the City and the Contractor.

6.0 QUANTITIES AND OMISSIONS

6.1 Quantities

The City reserves the right to increase or decrease the CBD contract location areas and the type, quantity, size, and collection frequency of containers, compactors, and balers needed for any and/or all streams/services to be provided. Such modifications shall only be submitted through the City's designated Contract Operations Manager(s) or the City's designee and shall be priced according to the prices listed on the submitted bid sheets.

6.2 Omissions

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

7.0 MINIMUM QUALIFICATIONS

7.1 Minimum Qualifications

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Bids that do not meet the minimum requirements will be deemed non-responsive and will not be considered. The Contractor's failure to provide information requested in this SOW or to demonstrate to the City's full satisfaction its ability to perform its obligations under its bid, shall be grounds for rejection of the bid.

7.1.1 Experience

The Contractor shall have provided services similar in scope to the services required in these specifications on a continual basis for a minimum of three years. Please do not include any experience prior to 2000. The Contractor, in order to demonstrate their expertise, abilities, and compliance in the minimum qualifications, shall provide a descriptive letter, outline, summary, or synopsis outlining their experience.

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7.1.2 History

The Contractor shall not have any significant performance deficiencies under City contracts in the last three years, including but not limited to, contract termination for cause, failure to maintain certain performance requirements, or outstanding financial obligations to the City.

7.1.3 Materials Accepted

The Contractor shall confirm they accept all Materials specified herein or specify which items they cannot accept.

7.1.4 Confirmation of Facilities Used

- A. To be eligible for this contract, the Contractor shall use a landfill that has been approved by the Landfill Criteria Matrix Request for Information (“RFI”) 1500 SLW6002. The list of approved landfills can be found [here](#)). These landfills are permitted to accept the City-controlled Municipal Solid Waste (“MSW”) listed under this scope, and they have and maintain the proper agreements and permits to receive such materials, as indicated by their Type I and Type IV classification.
- B. The Contractor must also obtain and maintain proper agreement with a MRF and composting facility that can handle all recyclable and compostable materials collected, respectively. The Contractor shall provide details regarding the processing facility(ies) used for recycling and composting of all materials collected with their bid.

8.0 REPORTS, AUDITS, DELIVERABLES, AND INSPECTION

8.1 Reports and Audits

8.1.1 Route Reports/Material Audit

The Contractor shall be prepared to provide service via dedicated routes for all trash, compost, and recycled materials if requested by the City in order to calculate and provide accurate disposal and diversion rates for the Service Area. The Contractor and the City will work together to schedule the material audit on mutually agreed upon dates. At a minimum, the report shall include weights by material type and other relevant information requested by the City to assess metrics such as contamination and diversion. Final reports shall be due on a mutually agreed upon date between the City and the Contractor. The City anticipates one to two audits a year.

8.1.2 Compliance Inspection

As requested by City, the Contractor shall meet with a representative of the City to perform a compliance inspection within the Service Area. The Contractor shall correct any instances of non-compliance noted during the inspection within four calendar days, unless otherwise specified.

8.1.3 Other Reports

The City reserves the right to request additional reports and audits that may be beneficial to the City’s Zero Waste goal or correlate with the SOW and specifications described herein.

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8.2 Permits, Licenses, Laws, and Regulation Compliance

8.2.1 The Contractor, including all employees, subcontractors, consultants, and/or facilities utilized, shall obtain and maintain all required permits and licenses to perform all services described herein. All services and equipment provided in relationship to this contract, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules, and regulations for these services as established by the City of Austin, State of Texas, State Board of Health, EPA, TCEQ, Subtitle D of the Resource Conservation and Recovery Act, Code of Federal Regulations ("CFR") 40, Part 258, and any other federal, state, or local governmental provisions prevailing during the full term of this agreement and all extensions exercised.

8.2.2 The Contractor shall provide personnel who are trained with the Texas Department of Transportation ("TxDOT") Hazardous Materials Regulation 49 CFR 100-199, if required. The transportation of non-hazardous industrial solid waste shall be performed by a licensed, insured, and permitted transporter as determined and required by the City. The containment mechanism and all containers used to transport the waste shall comply with TxDOT regulations as well as with hazardous transportation rules in 40 CFR 263, whenever these regulations are applicable. All monetary penalties associated with the Contractor and the subcontractor activities that result in non-compliance with TxDOT regulations shall be the sole responsibility of the Contractor.

8.2.3 The Contractor is presumed to be fully knowledgeable regarding all applicable compliance requirements and assumes full responsibility herein.

8.2.4 The Contractor shall notify the City in writing of all violations or notices of non-compliance of operating permits that occur with the Contractor, subcontractors, consultants, and facilities while performing all duties under the contract, within two business days.

8.3 Right of Inspection

8.3.1 The City reserves the right to inspect all facilities (including prior to award) used for the performance of this contract to ensure that all requirements and standards are met.

8.3.2 ARR, or other authorized City staff, will have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify and provide copies to ARR of any amendments, renewals, or replacements to their applicable licenses and permits within 30 days after the effective date of amendment, renewal, or replacement.

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

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8.4 Deliverables

Deliverables/Milestones	Timeline (due date or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Collection of all uncontained waste and litter around the dumpsters at each collection	Collection days	Litter around each Container is removed	3.2
Bulk Collections	Within 24 hours of a request from the City	Collected all items that were too large in dimension to fit in the dumpsters, were not placed in the dumpster, or were inappropriately placed in the dumpster	3.2.2
Trash Collections	Monday through Sunday, between the hours of 3:00 a.m. and 7:00 a.m.	Containers are emptied as scheduled	3.4.1.A
Recycling Collections	Three days a week, between the hours of 3:00 a.m. and 7:00 a.m.	Containers are emptied as scheduled	3.4.1.B
Organics/Composting Collections	Three days a week, between the hours of 3:00 a.m. and 7:00 a.m.	Containers are emptied as scheduled	3.4.1.C
Container Maintenance	Ongoing	Approved by the City	3.3.1
Disposal and Processing	Ongoing	Contractor used a fully compliant site to dispose of all items collected	Throughout
Route Reports/Material Audit	As requested	Approved by the City	8.1.1
Container Audit	Monthly	Approved by the City	8.1.2
Invoice Submittal	Monthly by the 7th	Accurate invoice submitted	8.2

9.0 OTHER REQUIREMENTS

9.1 Occupational Health and Safety Act Requirements

The Contractor shall comply with all OSHA regulations, training requirements, and safety practices as they relate to contract operations. The Contractor shall be responsible for job site safety and for the safety of its agents, employees and subcontractors. The Contractor or subcontractor shall provide, have on hand, and properly maintain, at no cost to the City, necessary personal protective equipment. The Contractor shall also abide by any site-specific safety regulations. All monetary penalties and liabilities associated with non-compliance with OSHA shall be the sole responsibility of the Contractor.

9.2 Protection of Water Resources

No watercourses shall be polluted by any debris, including petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumen, and/or trash. The Contractor shall not release any pollutant (as defined in Texas Water Code 26.001(3)) into watercourses without appropriate permits, licenses, or authorization. It is the responsibility of the Contractor to ensure compliance with any applicable federal, state, or

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local water quality standards, and conditions of any permits held by the City. Any such water pollution caused by the Contractor or occurs as a result of the Contractor activities, will be cleaned up according to applicable regulations and ordinances, at no cost to the City, and solely the liability and responsibility of the Contractor.

9.3 Other Environmental Requirements

9.3.1 The Contractor's vehicles shall not remain parked or stopped on a public roadway or in a position that may limit visibility for the public for any longer than is necessary to safely perform the services under any ensuing agreement.

9.3.3 The Contractor shall not operate in any manner that could cause a nuisance, hazardous condition, resulting from odors, particulates, or noise pollution.

9.3.4 No debris or surplus materials may be disposed of by open burning at the site or any other location. This does not preclude the Contractor from disposing of materials at an appropriately authorized and permitted disposal facility which may include incineration as part of the waste treatment process, if approved by the City.

10.0 ATTACHMENTS

10.1 Attachment A – CBD Service Area Map

10.2 Attachment B – Dumpster Decals (Recycling, Organics, and Trash)

10.3 Attachment C – URO Acceptable Materials

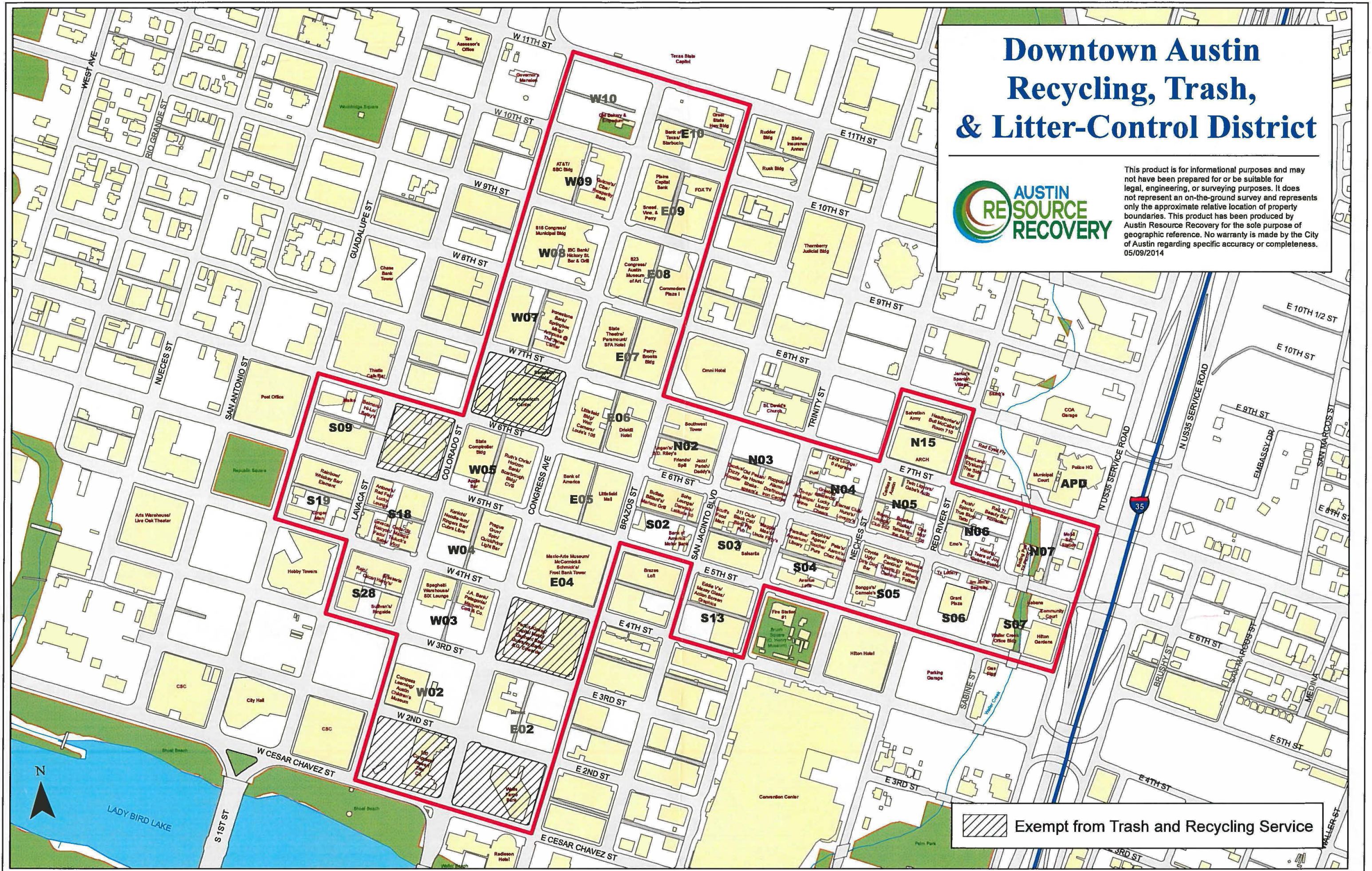
10.4 Attachment D – Organics/Compost Materials

10.5 Attachment E – RFI 1500 SLW6004 Comments Summary

Downtown Austin Recycling, Trash, & Litter-Control District

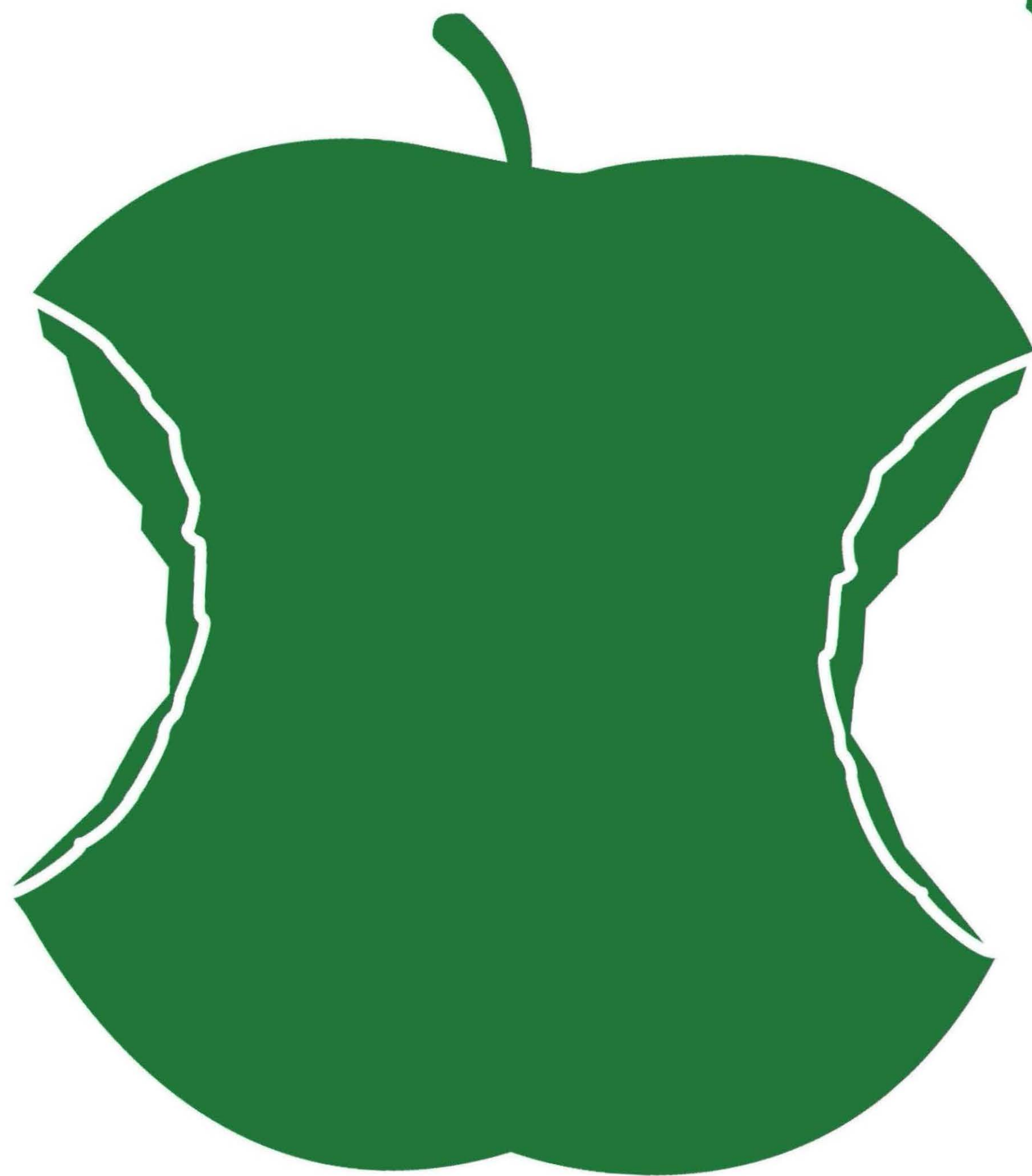


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by Austin Resource Recovery for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. 05/09/2014





ORGANICS ONLY



DESECHOS ORGÁNICOS SOLAMENTE

LANDFILL

TRASH

**BASURA
SOLAMENTE**

WHAT CAN I RECYCLE?

¿QUÉ PUEDO RECICLAR?

ATTACHMENT C - URO ACCEPTABLE MATERIALS



**PAPER
(MIXED & OFFICE)**
PAPEL
(MEZCLADO & DE OFICINA)



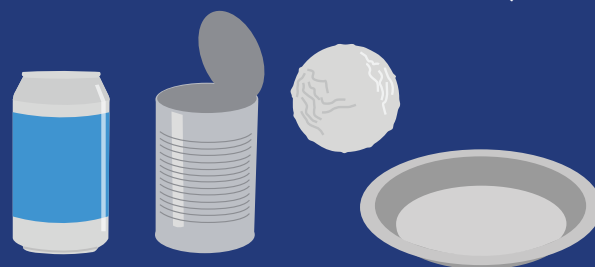
PLASTICS #1 - #7
PLÁSTICOS #1 - #7



**GLASS
BOTTLES & JARS**
VIDRIO (JARROS Y
BOTELLAS)



FLATTENED CARDBOARD
CARTÓN APLANADO



ALUMINUM & STEEL CANS, FOIL, & PIE PLATES
LATAS DE ALUMINIO Y ACERO PLATO DE TARTA
Y PAPEL DE ALUMINO



PIZZA BOXES
CAJAS DE PIZZA



FOOD
COMIDA



PLASTIC BAGS
BOLSAS DE PLÁSTICO



STYROFOAM
POLIESTIRENO EXPANDIDO



PAPER TOWELS
TOALLAS DE PAPEL



SHARPS
OBJETOS AFILADOS



GOING GREEN



A Guide to Using Your
New Curbside Composting
Collection Service

austintexas.gov/austincomposts | 3-1-1

USING YOUR GREEN COMPOSTING CART IS EASY!



STEP 1

Place food scraps, food-soiled paper and yard trimmings in your green cart. If it grows, it goes! See pages 6-7 for a list of accepted materials.



STEP 2

Set out your cart **EVERY WEEK by 6:30 a.m.** on your trash collection day, even if it isn't full.



STEP 3

Make sure everything fits in the cart when the lid is closed, and keep the lid closed at all times.

HOW WILL MY OTHER CARTS AND COLLECTIONS BE AFFECTED?

Yard Trimmings

Now place grass clippings, leaves and small branches directly in your **GREEN** composting cart. Fill your cart first. Use lawn-and-leaf bags for excess only.

Trash

Instead of placing food scraps and food-soiled paper into your brown trash cart, place them in your **GREEN** composting cart.

Recycling

No changes! Continue to place recyclables, like hard plastics, glass, metals, cardboard and paper, in your **BLUE** recycling cart.



FROM GREEN CART TO COMPOST

The materials in the green cart do not go to a landfill! They are composted into a natural resource!



1

Austin Resource Recovery staff collects materials in your green cart and transports them to a local commercial composting facility.



2

Materials are placed in a large pile where microorganisms begin to break down the materials and heat up the pile to very high temperatures.



3

After about 12 months, materials break down and transform into an earthy, soil-like material called compost.



4

Compost is used to fertilize plants, gardens and other outdoor areas.

BPI-CERTIFIED COMPOSTABLE BAGS

BPI-Certified compostable bags have been tested and approved by the Biodegradable Products Institute scientists to ensure they will break down completely, quickly and safely during the composting process. Look for the BPI logo on the box when purchasing compostable bags.



SAVE MONEY WITH YOUR GREEN CART!



After putting food scraps and food-soiled paper in your composting cart, you likely will have less trash to throw away each week. This may allow you to downsize to a smaller, less expensive trash cart and save money on your monthly utility bill! We offer four trash cart sizes – the smaller the cart, the less it costs. To downsize your trash cart, call 512-494-9400.

COLLECTING YOUR FOOD SCRAPS

Collect food scraps in a reusable container in the kitchen for an easy way to set aside leftovers for your green cart. Coffee cans, plastic food storage containers or compost collectors can be used.



STEP 1

Keep your container in a convenient location in your kitchen, such as on your countertop, under the sink or in your freezer.



STEP 2

While cooking or cleaning up, place leftover food scraps and food-soiled paper into your container



STEP 3

Empty the contents of your container into your green cart before you set out your cart each week.

AVOID THE “ICK” IN YOUR KITCHEN COLLECTOR

These tips may help reduce odors in your kitchen collector:

- Line your kitchen collector with a BPI-certified compostable bag, paper bag or newspaper to absorb moisture and manage odors in your kitchen collector.
- Collect food scraps in a cereal box or tissue box. Be sure to remove any plastic lining.
- Wrap food scraps in a paper towel or old newspaper.
- Sprinkle baking soda inside of the kitchen collector.
- Wash your kitchen collector in the dishwasher or by hand after emptying it into your green cart.
- To reduce odors in your kitchen, try freezing food scraps like meat, poultry and fish in your kitchen collector or other reusable container, paper or BPI-certified compostable bag until it's time to place scraps in your green cart.

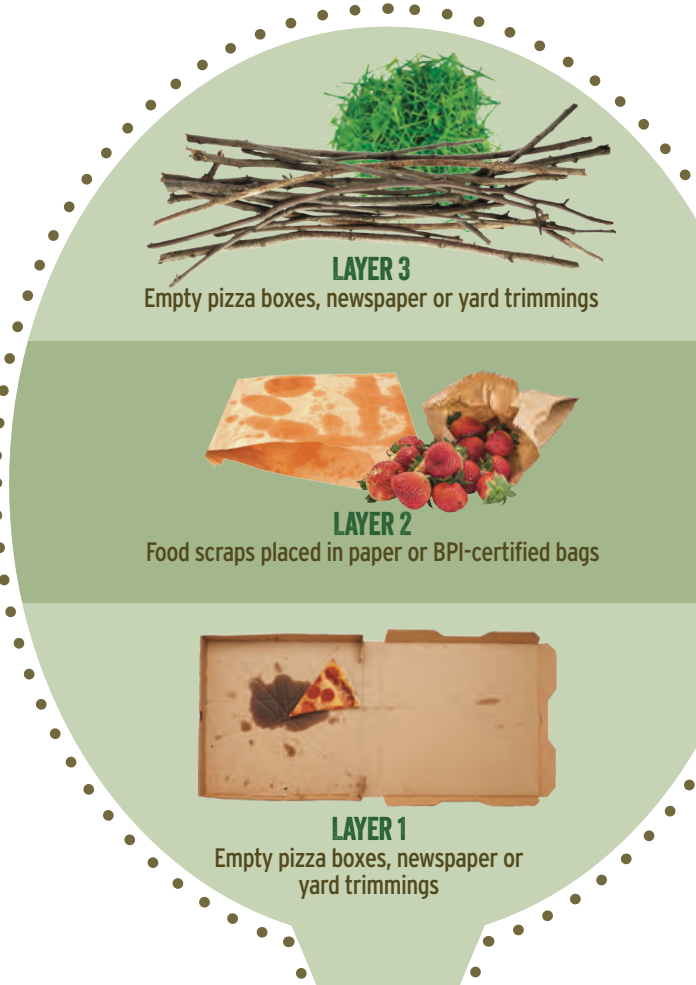


FILLING YOUR CART

Instead of placing food scraps and food-soiled paper in your trash cart, now place them in your green cart. Place yard trimmings directly in the composting cart, and use lawn-and-leaf bags for excess only. Always keep glass and plastic bags out!

Tips to help reduce odors, moisture and pests:

- Layer your food scraps with yard trimmings inside the cart.
- Place yard trimmings directly in your cart.
- Place yard trimmings, newspaper or a pizza box at the bottom of your cart to absorb moisture.
- Place food scraps in BPI-certified compostable bags or paper bags to prevent scraps from sticking to the cart.
- Keep your food scraps frozen and place them in your green cart the night before your collection day.



KEEPING YOUR CART CLEAN

- Rinse your cart with mild soap and water when necessary. Tip: Be sure to pour the dirty water onto the lawn and not down a storm drain!
- Sprinkle baking soda in your cart.
- Keep the lid closed at all times.
- Set out your cart every week.
- Keep your cart in a shaded area.
- Line with leaves, paper or pizza boxes.



WHAT GOES INTO YOUR GREEN CART

If it grows, it goes!

FOOD SCRAPS

Cooked or raw meat, poultry and seafood (including bones), cheese, dairy products, fruits, vegetables, grains, pasta, eggshells, bread, coffee grounds, tea bags, tea leaves, baked goods, nuts, jelly, candy, snack foods, leftovers, spoiled food

How to Collect

- Collect in a reusable container
- Place in an BPI-certified compostable bag
- Place in a paper bag or other paper collector
- Place in green cart

What to Avoid

Do not include liquids, fats, oils, grease, plastic, glass, metals, Styrofoam



.....

YARD TRIMMINGS

Grass clippings, small branches, small tree limbs, tree roots, flowers, leaves, plants, straw

How to Collect

- Place yard trimmings directly in your cart (loose or in paper bags) Ensure the lid closes
- **Fill your cart first.** If you are unable to fit all of your yard trimmings in your cart:
 - Bag extra yard trimmings in lawn-and-leaf paper bags and place at the curb
 - Bundle and place small branches and tree limbs (no longer than 5 feet and 3 inches in diameter) at the curb

What to Avoid

No rocks, soil, or tree stumps



KEEP THESE ITEMS OUT OF YOUR GREEN CART!

Prohibited items cannot break down into nutrient-rich compost, or cause a safety hazard for collection crews. Check the list below to find out what to keep out of your green cart:

- | | | | |
|--------------------|-----------------------------|----------------------|---------------------|
| • Aluminum | • Cigarette butts and ashes | • Diapers | • Glossy paper |
| • Animal carcasses | • Clothing | • Fats, oils, grease | • Hazardous waste |
| • Ceramics | | • Glass | • Landscape timbers |

FOOD-SOILED PAPER

Paper bags, paper napkins, paper towels, paper plates, paper cups, paper take-out containers and take-out boxes (with no plastic or wax coating), pizza boxes, coffee filters, microwavable popcorn bags, newspaper, tissues

How to Collect

- Paper can be dry or wet
- Place directly in your green cart, or place in a paper bag

What to Avoid

Do not include glossy paper, or window envelopes; recycle these items in your blue cart instead



NATURAL FIBERS

Cotton balls, Popsicle sticks, sawdust (in paper bags), shredded paper, toothpicks, wooden chopsticks, untreated wood

How to Collect

- Place directly in your green cart, or place in a paper bag

For a complete, up-to-date list of accepted materials, visit austintexas.gov/austincomposts

- Liquids
- Medical waste
- Metal
- Pet waste
- Plastic bags

- Plastic containers
- Plastic Straws
- Rocks
- Styrofoam
- Trash

- Treated or painted lumber
- Tree stumps
- Treated or painted wood
- Wine corks



FREQUENTLY ASKED QUESTIONS

My cart isn't full. Should I still set it out at the curb?

Yes. No matter how full your cart is, the City encourages you to set out your cart every week to help keep your cart clean. Crews will still collect your cart, regardless of the amount of compostable material.

What should I do with extra yard trimmings that won't fit in my cart?

First, be sure to put as much of your yard trimmings as possible inside your green cart. The lid must be able to close. Consider saving excess leaves and grass clippings to layer with food scraps in the future. If you have more yard trimmings than will fit in your green cart, then you may put them in lawn-and-leaf paper bags or in a reusable container no larger than 34 gallons. You may also tie small branches (no longer than 5 feet or thicker than 3 inches in diameter) into manageable bundles with string or twine and place them at the curb. Extra yard trimmings will be collected at no extra charge.

What happens to the compost at the end of the process?

The City contracts with a local company to process the compost. The company will sell the compost and it will be used on local lawns, gardens and outdoor areas.

Why is it important to keep unaccepted items out of the green cart?

Unaccepted items, like plastic bags, bottles and glass, do not break down naturally and cause significant problems for the composting process. Some items also cause a safety hazard for collection crews. It is important to keep out unaccepted items so they do not contaminate the compost or cause injury.



Keep these items out of your green composting cart!

See pages 6-7 for a list of prohibited and accepted materials.

LEARN MORE!

For instructional videos, downloadable resources and tips for cleaning your cart, visit austintexas.gov/austincomposts or call 3-1-1.

ATTACHMENT E - REQUEST FOR INFORMATION (RFI) 1500 SLW6004 COMMENTS SUMMARY

Contractor	SECTION	COMMENT	Dept. Response
Texas Disposal Systems, Inc.	N/A	General Question 1: What is the City’s anticipated time period for issuing a solicitation for Trash, Recycling, and Organics/Composting Collection Services for the Central Business District, evaluating vendor responses, conducting contract negotiations, securing recommendations from Boards & Commissions and approval from City Council? The initial 36-month contract term and three 12- month contract extension options of the City’s current contract for these services do not expire until May 5, 2020, not considering any agreed upon allowable contract holdover period.	The City is allowing time to process an RFI, review the information, process an IFB, review those responses, recommend award to ZWAC and City Council. Also it is necessary to ensure there is no break in service provided to the area.
Texas Disposal Systems, Inc.	N/A	General Question 2: What is the anticipated annual value of this contract?	In FY18, the City spent \$1,079,437 to cover this need. Please note that this did not include composting.
Texas Disposal Systems, Inc.	N/A	General Question 3: The City should include language in the solicitation that informs prospective respondents that when seeking a recommendation from Boards and Commissions and approval from City Council, that the City intends to post all contract documents as agenda backup materials.	The City has standard terms and conditions that include information regarding the rights to bid, proposal, and contract material, noting that determination of public nature of materials submitted is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
Texas Disposal Systems, Inc.	N/A	General Question 4: Has the City determined the scoring criteria it intends to use for evaluating vendor responses to a solicitation for Trash, Recycling, and Organics/Composting Collection Services for the Central Business District, and if so will the scoring criteria be available for review and comment prior to issuance of the solicitation? As part of the scoring criteria, we suggest including a criteria for Local Business Presence that is consistent with the July 2017 recommendation of the City Council Waste Management Policy Working Group: “Within waste management matrices, revise the definition of “local” to more accurately represent local business presence. The current point allowance favors businesses with offices within the city limits regardless of the type, nature, or history of their presence in the local community. At the same time it penalizes businesses with headquarters just outside the city limits but with substantial business presence in the Austin Area.”	There is no scoring criteria as this is will be processed as an Invitation for Bid (IFB) request and not a Request for Proposals (RFP). Bids that do not meet the minimum requirements will be deemed non-responsive and will not be considered. The Contractor's failure to provide information requested in this SOW or to demonstrate to the City's full satisfaction its ability to perform its obligations under its bid, shall be grounds for rejection of the bid.
Texas Disposal Systems, Inc.	N/A	General Question 5: Has the City identified the type of solicitation format it intends to use for a solicitation for Trash, Recycling, and Organics/Composting Collection Services for the Central Business District, Downtown Austin, Texas? It appears to state that the intention is to utilize an Invitation for bids (IFB), however the RFI also states that the City will consider alternative offers, which would indicate the use of a Request for Proposals (RFP). This seems to be a contradiction that should be resolved one way or the other, particularly given the complexities of the contractor’s responsibilities and the numerous challenges resented within the geographic service area, including, but not limited to: • Limited space constraints and low light environments within the alleys; • Growing number of residents residing within the downtown area, thereby creating more noise sensitive areas within the geographic service area; • Growing service and safety concerns associated with sanitary liquids disposal, construction activities and the increasing amount of bulky waste materials and construction debris, including broken concrete and rock materials being placed inside dumpsters located within the alley;	The City has updated the language in Section 3.2 and 3.3.7.

Contractor	SECTION	COMMENT	Dept. Response
Texas Disposal Systems, Inc.	N/A	General Question 6: The published RFI documents do not mention or include a duration for the initial contract term, or any contract extension options. This information is critical for a contractor to know in order for them to conduct a cost analysis of the significant investment in human resources and capital equipment required to meet its responsibilities under this contract. In order for the contractor to depreciate its investment, we suggest a minimum initial term of 36 months, with several 12- month contract extension options, subject to mutual agreement by the contractor and the City.	This information will be included in the City's Corporate Purchasing Office's standard conditions posted with the solicitation. This RFI was for review of the Scope of Work only.
Texas Disposal Systems, Inc.	N/A	General Question 7: The published RFI documents are not clear how the contractor will be compensated by the City. Is a sample pricing form available for review and comment prior to issuance of the solicitation?	The bid sheet will be posted with the solicitation. This RFI was for review of the Scope of Work only.
Texas Disposal Systems, Inc.		General Question 8: How will this contract be affected if the City modifies the manner in which commercial and industrial waste materials are managed within its jurisdiction during the term of this contract?	This solicitation is for the CBD only with provisions for compost, landfill, and recycling.
Texas Disposal Systems, Inc.	Section 3.2	Scope of Work Question 1: Section 3.2- "The contractor shall remedy any container issue or contamination issue without the intervention of the City and at no additional cost to the City." In order for the City to receive the most cost effective proposal, the solicitation must allow for the contractor to recover its cost to manage exceptional instances of extreme contamination in recyclable and compostable materials. Without the means for contractor to recover these costs, the City has no incentive to conduct meaningful contamination prevention, and the contractor will be forced to consider and include these potential costs in its base pricing resulting in overall greater cost to the City.	No response.
Texas Disposal Systems, Inc.	Section 3.2.3	Scope of Work Question 2: Section 3.2.3- Recycling Collection "The City reserves the right to modify the list of items to be recycled (below) at its sole discretion. In order for the City to receive the most cost effective proposal, any addition of materials to the list of recyclable items should be by mutual agreement of City and contractor.	The City has updated the language in Section 3.2.3.
Texas Disposal Systems, Inc.	Section 3.3.6	Scope of Work Question 3: Section 3.3.6- Locks and Wheels In order for the City to receive the most cost effective proposal, the solicitation must allow for the contractor to recover its costs to install and operate lock bars and casters. Without the means for contractor to recover the costs the City will have no disincentive to require locking bars and casters on as many as all CBD containers, drastically increasing the cost and difficulty of operations. If the contractor is able to recover its cost to add lock bars and casters, it will be more likely that they will only be utilized when necessary, and it will enable respondents to provide the lowest possible base pricing.	The City has updated the language in Section 3.3.6.

Contractor	SECTION	COMMENT	Dept. Response
Texas Disposal Systems, Inc.	Section 5.0	<p>Scope of Work Question 4: Section 5.0- ARR's Responsibilities</p> <p>This section is wholly inadequate and falls short of addressing any responsibilities ARR maintains with regard to public education initiatives for the City's commercial and residential customers located within the geographic service area, and adequate enforcement regarding safe and proper utilization of the contractor's receptacles, among other things. Section 5.0 should include much more detail concerning ARR's responsibilities for items such as:</p> <p>Education and enforcement regarding proper utilization of receptacles designated for recycling and organic materials, including minimizing and reducing contaminants;</p> <ul style="list-style-type: none"> • Education and enforcement regarding proper disposal of excess bulk liquids, such as used cooking oil and grease, mop wash water, liquid beverage waste and unused ice melt water; • Education and enforcement regarding proper disposal of construction and demolition debris, asbestos, broken concrete and other materials generated from the growing number of construction and remodeling projects within the geographic service area, which do not have convenient access to rolloff construction containers; • Education and enforcement regarding proper disposal of hazardous materials and substances, including items such as paints, solvents, oil and anti-freeze, and used hypodermic needles (sharps); and • Education and promotion of the City's public toilet program to curb the increasing amounts of human waste, public urination and defecation occurring in the alleys. 	ARR has a public information marketing team that provides education information to commercial, multi-family residential areas impacted by the URO.
Texas Disposal Systems, Inc.	Section 5.0	<p>Scope of Work Question 5: Despite the ARR responsibilities not addressed in Section 5.0, the solicitation documents are also inadequate and do not address the City's responsibilities related to the increasing amount of homeless activity and violence occurring in the geographic service area. These issues have become pervasively worse since the City recently relaxed enforcement of rules and ordinances pertaining to panhandling, camping and sleeping in public. For example:</p> <ul style="list-style-type: none"> • Service and safety concerns associated with increasing activity of homeless people occupying the alleys should be addressed. Specifically, more homeless people are sleeping inside and behind dumpsters where they are not visible to collection drivers, and more homeless people are becoming aggressive and confrontational with contractor employees and equipment; and • Service and safety concerns associated with increasing amounts of homeless people sleeping in temporary shelters and encampments, such as cardboard boxes or under plastic tarps adjacent to and between dumpsters throughout the geographic service area. Since the draft scope of work requires the contractor to remove all items in and around the receptacles, this means the contractor is responsible for removing the increasing amount of temporary shelters and encampments utilized by the homeless people occupying the alleys; and • Increasing amounts of violence within the alleys, including multiple shootings within the last month, resulting in alleys temporarily closed off, thereby requiring collection drivers to reverse vehicles down long 	The Contractor should contact the authorities when needed.
Texas Disposal Systems, Inc.	Section 8.4.3	<p>Scope of Work Question 6: Section 8.4.3- "The contractor shall also allow access by ARR or other authorized City staff to audit all environmental, safety, financial, and training records"</p> <p>The audit and inspection rights being sought by the City are far too extensive, particularly for companies with hundreds or thousands of employees and identified records. These rights must be limited to those records which are directly relevant to the provision of the specific services under contract.</p>	The City has updated the language in this section. Please note, this is the City of Austin's standard terms and conditions.

Contractor	SECTION	COMMENT	Dept. Response
Texas Disposal Systems, Inc.	Section 3.5.1, Section 4.5 (A), Section 7.1.4 (A), any other section explicitly or implicitly referencing the LCM	Scope of Work Question 7: Sections dealing with Landfill Criteria Matrix (LCM) Section 3.5.1, Section 4.5 (A), Section 7.1.4 (A), any other section explicitly or implicitly referencing the LCM. NUMEROUS CONCERNS, PLEASE REVIEW TDS RESPONSE PAGES 4-14.	<p>The Landfill Criteria Matrix is a tool used to develop a list of landfill operators eligible to receive municipal solid waste (MSW) from City contracts. The results of the Landfill Criteria Matrix are determined prior to the issuance of a solicitation. Landfill operators from the list (link provided in Section 7.1.4 in the SOW) are eligible to compete for City contracts that include disposal of MSW.</p> <p>Comments related to the Landfill Criteria Matrix will be noted as part of that process.</p>
Central Texas Refuse, Inc.	Section 3.5.1, Section 4.5 (A), Section 7.1.4 (A), any other section explicitly or implicitly referencing the LCM	<p>As one of Austin and Central Texas' largest independent hauling companies that does not own a landfill or C&D processing facility and having served this region since 1981, Central Texas Refuse respectfully submits the following comments regarding the Request for Information on the Austin Resource Recovery Trash, Recycling, and Organics/Composting Collection Services for the Central Business District, Downtown, Austin, Texas.</p> <p>Our overriding concern on the use of a Landfill Criteria Matrix in evaluating proposals is that should the City of Austin decide through use of a decision matrix to exclude City of Austin Municipal Solid Waste from area landfills that do not meet or exceed the criteria, independent third party haulers that do not own a landfill (MSW or C&D) would be ineligible to participate in city waste contracts by virtue of existing contracts under the following scenarios:</p> <ul style="list-style-type: none">- Should a landfill be excluded from accepting the City's MSW, existing contracts between a hauler and the excluded landfill would preclude the hauler from participating in the bid process- The exclusion of a landfill could result in extended driving distances and impose time constraints to an "acceptable" landfill that would make any attempt to bid cost prohibitive to be considered- Should multiple landfills fail to meet the criteria, the resulting hauling to landfills geographically displaced from Austin would result in skyrocketing costs. <p>There are currently only 2 area landfills that are viable to receive C.O.A. MSW, so if a landfill is eliminated this would result in a monopoly by the remaining local landfill companies that also have hauling operations. They would then have an unfair advantage to all other independent haulers in the market and be in a position to exclude third party haulers from their site as well as raise tipping fees for the City of Austin and all others who now must use their facility exclusively.</p> <p>Modern Landfills are highly engineered and regulated facilities that are sanctioned by the State of Texas to accept MSW, Class 1 and Hazardous Wastes and are necessary to maintain the health, safety and welfare of the population. As a hauler, we comply with all local, state and federal statutes regarding the disposal of the materials we haul and only haul to state approved landfills. It is our position that ANY landfill that meets the permitted criteria of the State of Texas should be eligible to receive MSW and C&D material.</p>	<p>The Landfill Criteria Matrix is a tool used to develop a list of landfill operators eligible to receive municipal solid waste (MSW) from City contracts. The results of the Landfill Criteria Matrix are determined prior to the issuance of a solicitation. Landfill operators from the list (link provided in Section 7.1.4 in the SOW) are eligible to compete for City contracts that include disposal of MSW.</p> <p>Additionally, all landfill operators that submitted a response to the Landfill Criteria Matrix were deemed eligible to compete for City-controlled waste.</p> <p>Comments related to the Landfill Criteria Matrix will be noted as part of that process.</p>

Special Instructions: 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' will be interpreted by the City that the responder does not wish to bid on that item.

NOTE: The quantities and sizes of all containers are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers on a block-by-block basis. The Contractor shall invoice the City based on actual container quantities and sizes. The awarded Contractor and the City will come to an agreed upon method and pickup schedule.

Bidders are required to provide prices that shall be all inclusive and account for any site conditions or steps needed to fulfill all the requirements of the specifications (including but not limited to all landfill disposal charges and fees, labor, equipment, delivery, removal, maintenance, swaps, and relocation). Prices should reflect maximum price charged per product category.

The City will not pay any fees that are not included on the Contractor's bid sheet or added and agreed upon by the City in writing via approved amendment.

1.0	TRASH COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED PRICE	
1.1	Furnish & Service 3-YD Refuse Container	7 Days Per Week	20	\$353.00	\$ 84,720.00	
1.2	Furnish & Service 4-YD Refuse Container	7 Days Per Week	165	\$407.00	\$ 805,860.00	
1.3	Furnish & Service 8-YD Refuse Container	7 Days Per Week	2	\$1,180.00	\$ 28,320.00	
2.0	SINGLE-STREAM RECYCLING COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED PRICE	
2.1	Furnish & Service 3-YD Single-Stream Container for Recycling	3 Days Per Week	5	\$254.00	\$ 15,240.00	
2.2	Furnish & Service 3-YD Single-Stream Container for Recycling	4 Days Per Week	5	\$356.00	\$ 21,360.00	
2.3	Furnish & Service 3-YD Single-Stream Container for Recycling	5 Days Per Week	5	\$459.00	\$ 27,540.00	
2.4	Furnish & Service 3-YD Single-Stream Container for Recycling	6 Days Per Week	5	\$562.00	\$ 33,720.00	
2.5	Furnish & Service 3-YD Single-Stream Container for Recycling	7 Days Per Week	5	\$664.00	\$ 39,840.00	
2.6	Furnish & Service 4-YD Single-Stream Container for Recycling	3 Days Per Week	135	\$256.00	\$ 414,720.00	
2.7	Furnish & Service 4-YD Single-Stream Container for Recycling	4 Days Per Week	135	\$361.00	\$ 584,820.00	
2.8	Furnish & Service 4-YD Single-Stream Container for Recycling	5 Days Per Week	135	\$466.00	\$ 754,920.00	
2.9	Furnish & Service 4-YD Single-Stream Container for Recycling	6 Days Per Week	135	\$571.00	\$ 925,020.00	
2.10	Furnish & Service 4-YD Single-Stream Container for Recycling	7 Days Per Week	135	\$676.00	\$ 1,095,120.00	
2.11	Furnish & Service 8-YD Single-Stream Container for Recycling	3 Days Per Week	2	\$659.00	\$ 15,816.00	
2.12	Furnish & Service 8-YD Single-Stream Container for Recycling	4 Days Per Week	2	\$1,049.00	\$ 25,176.00	
2.13	Furnish & Service 8-YD Single-Stream Container for Recycling	5 Days Per Week	2	\$1,139.00	\$ 27,336.00	
2.14	Furnish & Service 8-YD Single-Stream Container for Recycling	6 Days Per Week	2	\$1,228.00	\$ 29,472.00	
2.15	Furnish & Service 8-YD Single-Stream Container for Recycling	7 Days Per Week	2	\$1,318.00	\$ 31,632.00	
3.0	BULK COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF COLLECTIONS PER YEAR	PRICE PER COLLECTION	EXTENDED PRICE	
3.1	Provide Bulk Item Collection Service (One-Time Request Pickup for one block within the Service Area)	On-Call Basis	52	\$690	\$ 35,880.00	
4.0	ADDITIONAL TEMPORARY CONTAINER COLLECTION SERVICES - This need typically arises for events scheduled in the CBD area that increase patronage to CBD businesses. Collection Services (Duration usually between 1 and 20 days, with an average event length of 15 days.)					
LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.1	Furnish & Service Extra 4-YD Trash Containers in the Event-Impacted Area	15	35	4	\$34.73	\$ 72,933.00
4.2	Furnish & Service Extra 4-YD Recycling Containers in the Event-Impacted Area	15	30	4	\$33.35	\$ 60,030.00
ADDITIONAL COLLECTIONS MADE FOR REGULAR SERVICE AREA						

LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS NEEDING EXTRA SERVICE PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.3	Extra Pick Up for Existing 4-YD Side-Load Single-Stream Recycling Container in Event-Impacted Area	8	135	4	\$20.17	\$ 87,134.40
4.4	Extra Pick Up for Existing 8-YD Front-Load Single-Stream Recycling Container in Event-Impacted Area	8	2	4	\$90.02	\$ 5,761.28
4.5	96-Gallon Carts for Single Stream Recycling	8	20	4	\$25.05	\$ 16,032.00
ADDITIONAL COLLECTIONS MADE FOR REGULAR SERVICE AREA - All collections will be invoiced at the same tier of pricing. If the City increases the number of containers needed at any time resulting in the total number of containers of a particular size crossing a pricing threshold, the lower price will apply to all containers of that size, even those containers previously charged a higher rate.						
LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS NEEDING EXTRA SERVICE PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.6	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	1-5	4	\$207.13	
4.7	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	6-15	4	\$67.30	
4.8	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	16-30	4	\$33.43	
5.0	COMPOSTING/ORGANICS COLLECTION SERVICES - Collection frequency and container size will be finalized with the Contractor before the program starts. Pricing submitted below will be used by the City to determine how to proceed with the new CBD Organics program. All collections will be invoiced at the same tier of pricing. If the City increases the number of containers needed at any time resulting in the total number of containers of a particular size crossing a pricing threshold, the lower price will apply to all containers of that size, even those containers previously charged a higher rate.					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED PRICE	
5.1	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	1-5	\$475.00	\$ 28,500.00	
5.2	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	6-15	\$242.00	\$ 43,560.00	
5.3	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	16-30	\$186.00	\$ 66,960.00	
5.4	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week	31-45	\$169.00	\$ 91,260.00	
5.5	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	1-5	\$501.00	\$ 30,060.00	
5.6	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	6-15	\$267.00	\$ 48,060.00	
5.7	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	16-30	\$210.00	\$ 75,600.00	
5.8	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week	31-45	\$193.00	\$ 104,220.00	
5.9	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	1-5	\$526.00	\$ 31,560.00	
5.10	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	6-15	\$291.00	\$ 52,380.00	
5.11	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	16-30	\$234.00	\$ 84,240.00	
5.12	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	31-45	\$217.00	\$ 117,180.00	
5.13	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	1-5	\$676.00	\$ 40,560.00	
5.14	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	6-15	\$330.00	\$ 59,400.00	
5.15	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	16-30	\$246.00	\$ 88,560.00	
5.16	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	31-45	\$221.00	\$ 119,340.00	
5.17	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	1-5	\$714.00	\$ 42,840.00	
5.18	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	6-15	\$367.00	\$ 66,060.00	
5.19	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	16-30	\$283.00	\$ 101,880.00	
5.20	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	31-45	\$257.00	\$ 138,780.00	
5.21	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	1-5	\$750.00	\$ 45,000.00	

5.22	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	6-15	\$402.00	\$ 72,360.00
5.23	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	16-30	\$318.00	\$ 114,480.00
5.24	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	31-45	\$292.00	\$ 157,680.00
5.25	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	1-5	\$876.00	\$ 52,560.00
5.26	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	6-15	\$876.00	\$ 157,680.00
5.27	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	16-30	\$307.00	\$ 110,520.00
5.28	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	31-45	\$274.00	\$ 147,960.00
5.29	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	1-5	\$926.00	\$ 55,560.00
5.30	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	6-15	\$466.00	\$ 83,880.00
5.31	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	16-30	\$355.00	\$ 127,800.00
5.32	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	31-45	\$321.00	\$ 173,340.00
5.33	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	1-5	\$974.00	\$ 58,440.00
5.34	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	6-15	\$513.00	\$ 92,340.00
5.35	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	16-30	\$402.00	\$ 144,720.00
5.36	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	31-45	\$368.00	\$ 198,720.00
5.37	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	1-5	\$1,077.00	\$ 64,620.00
5.38	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	6-15	\$505.00	\$ 90,900.00
5.39	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	16-30	\$368.00	\$ 132,480.00
5.40	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	31-45	\$326.00	\$ 176,040.00
5.41	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	1-5	\$1,138.00	\$ 68,280.00
5.42	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	6-15	\$566.00	\$ 101,880.00
5.43	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	16-30	\$427.00	\$ 153,720.00
5.44	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	31-45	\$385.00	\$ 207,900.00
5.45	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	1-5	\$1,198.00	\$ 71,880.00
5.46	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	6-15	\$625.00	\$ 112,500.00
5.47	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	16-30	\$486.00	\$ 174,960.00
5.48	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	31-45	\$444.00	\$ 239,760.00
5.49	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	1-100	\$71.00	\$ 85,200.00
5.50	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	101-200	\$58.00	\$ 139,200.00
5.51	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	201-300	\$55.00	\$ 198,000.00
5.52	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	301-400	\$54.00	\$ 259,200.00
5.53	Furnish 96 Gallon Compostable Materials Cart	3 Days a Week	5-7	\$320.00	\$ 26,880.00
5.54	Furnish 96 Gallon Compostable Materials Cart	4 Days a Week	1-4	\$750.00	\$ 36,000.00
5.55	Furnish 96 Gallon Compostable Materials Cart	4 Days a Week	5-7	\$426.00	\$ 35,784.00
5.56	Furnish 96 Gallon Compostable Materials Cart	5 Days a Week	1-4	\$938.00	\$ 45,024.00
5.57	Furnish 96 Gallon Compostable Materials Cart	5 Days a Week	5-7	\$531.00	\$ 44,604.00
5.58	Furnish 64 Gallon Compostable Materials Cart	2 Days a Week	1-4	\$366.00	\$ 17,568.00
5.59	Furnish 64 Gallon Compostable Materials Cart	2 Days a Week	5-7	\$204.00	\$ 17,136.00

5.60	Furnish 64 Gallon Compostable Materials Cart	3 Days a Week	1-4	\$548.00	\$ 26,304.00
5.61	Furnish 64 Gallon Compostable Materials Cart	3 Days a Week	5-7	\$305.00	\$ 25,620.00
5.62	Furnish 64 Gallon Compostable Materials Cart	4 Days a Week	1-4	\$731.00	\$ 35,088.00
5.63	Furnish 64 Gallon Compostable Materials Cart	4 Days a Week	5-7	\$406.00	\$ 34,104.00
5.64	Furnish 64 Gallon Compostable Materials Cart	5 Days a Week	1-4	\$913.00	\$ 43,824.00
5.65	Furnish 64 Gallon Compostable Materials Cart	5 Days a Week	5-7	\$507.00	\$ 42,588.00
6.0	MATERIAL AUDITS (in accordance with Section 8.1.1 of the Scope of Work)				
LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE	
6.1	Material Audits (in accordance with Section 8.1.1 of the Scope of Work)	2	\$12,112	\$	24,223.29
TOTAL EXTENDED PRICE:				\$	11,193,709.97
COMPANY NAME: <u>Texas Disposal Systems, Inc</u>					
EMAIL ADDRESS: <u>Squimby@texasdisposal.com</u>					

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	Texas Disposal Systems, Inc.	
Physical Address	12200 Carl Road Creedmoor, TX 78610	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name Texas Disposal Systems, Inc.

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

1. Company's Name Austin Independent School District
Name and Title of Contact Darien Clary/Sustainability Manager
Project Name Waste Management Services
Present Address 1111 West 6th Street
City, State, Zip Code Austin, TX 78723
Telephone Number (512) 414-3042 Fax Number ()
Email Address darien.clary@austinisd.org
2. Company's Name Pflugerville Independent School District
Name and Title of Contact Selina Tovar/Coordinator of Energy Management
Project Name Waste Management Services
Present Address 1401 West Pecan Street
City, State, Zip Code Pflugerville, TX 78660
Telephone Number (512) 594-0270 Fax Number ()
Email Address Selina.Tovar@pfisd.net
3. Company's Name Texas Facilities Commission
Name and Title of Contact Pete Garcia/Contract Manager
Project Name Single Stream Pickup, Transportation, and Recycling Services
Present Address 1711 San Jacinto Blvd.
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 463-3566 Fax Number ()
Email Address pete.garcia@tfc.state.tx.us

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Texas Disposal Systems, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?


☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

2/13/2020
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

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

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

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment.

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

Sanctions:

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

Term:

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

Dated this 5th day of February, 2020

CONTRACTOR

Texas Disposal Systems, Inc.

Authorized Signature



Title

Governmental Sales Account Representative

Section 0835: Non-Resident Bidder Provisions

Company Name Texas Disposal Systems, Inc.

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

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

Answer: Resident Bidder

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

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

Answer: N/A 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: N/A

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

SOLICITATION NUMBER: IFB 1500 SLW1036

SOLICITATION TITLE: Trash, Recycling, and Organics/Composting Collection Services for the Central Business District

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	Texas Disposal Systems, Inc.		
City Vendor ID Code	75-1579711		
Physical Address	12200 Carl Road		
City, State Zip	Creedmoor, TX 78610		
Phone Number	512-422-9980	Email Address	squimby@texasdisposal.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> 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.

Stefanie Quimby/Governmental Account Sales Representative

Stefanie Quimby 2/5/2020

Name and Title of Authorized Representative (Print or Type)

Signature/Date



**ADDENDUM
TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE
CENTRAL BUSINESS DISTRICT
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 1500 SLW1036

Addendum No: 1

Date of Addendum: 12/30/2019

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

I. Changes to the solicitation due date as follows:

- 1) The bid due date is hereby extended until 2:00 PM Thursday, January 16, 2019.
- 2) The bid opening date is hereby extended until 3:00 PM Thursday, January 16, 2019.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Stephanie Dumas
Name

[Signature]
Authorized Signature

2/5/2020
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
TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE
CENTRAL BUSINESS DISTRICT
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 1500 SLW1036

Addendum No: 2

Date of Addendum: 1/14/2020

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

I. Changes to the solicitation due date as follows:

- 1) The bid due date is hereby extended until 2:00 PM Thursday, January 30, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Thursday, January 30, 2020.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Helene Dumbay
Name

[Signature]
Authorized Signature

2/5/2020
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
TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE
CENTRAL BUSINESS DISTRICT
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 1500 SLW1036

Addendum No: 3

Date of Addendum: 1/30/2020

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

I. Changes to the solicitation due date as follows:

- 1) The bid due date is hereby extended until 2:00 PM Thursday, February 13, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Thursday, February 13, 2020.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Stephanie Dumbay
Name

[Signature]
Authorized Signature

2/5/2020
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
TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE
CENTRAL BUSINESS DISTRICT
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 1500 SLW1036

Addendum No: 4

Date of Addendum: 1/30/2020

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

I. Changes to the solicitation due date as follows:

- 1) The bid due date is hereby extended until 2:00 PM Thursday, February 6, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Thursday, February 6, 2020.

II. Clarifications:

- a. Section 0600, Bid Sheet, has been replaced in its entirety with **VERSION 2** Bid Sheet. Only bids submitted with the revised bid sheet will be accepted.

III. Questions and Answers:

Q1: Approximately how many businesses located in the CBD contract area are subject to the organics diversion requirement of the URO? Will organics be a voluntary or mandatory service for businesses located in the contract area who are subject to the organics diversion requirement of the URO? Please clarify when the City expects the Contractor to begin providing organics collections services in the contract area.

A1: There are approximately 215 food-permitted businesses within the Central Business District (CBD), all currently subject to the Universal Recycling Ordinance. By ordinance, a method of organics diversion must be provided to employees of food-permitted businesses, but participation in the organics diversion process is voluntary. The City expects the Contractor(s) to align composting access with the service start date.

Q2: Do side-load containers have to be used?

A2: Updates to Section 0600, Bid Sheet have been made, removing side-load and front-load designations from each line item. The Contractor shall provide pricing for their type of container (front-, side-, or rear-loading) for each line item. While side-loading containers have been used in the past due to space limitations in the alleys in the service area, the City does not require specific types of containers, as long as the containers and the vehicles providing collection services do not restrict access to the alleys.

Q3: Please provide more detailed information on the potential pilot programs mentioned in Section 5.4 of the scope of work, including, but not limited to: scope of pilot program services, anticipated timeline for pilot programs, estimated budget for pilot programs, and description of how pilot programs will be incorporated/amended into the overall contract.

A3: The City does not have any information at this time on pilots to be conducted within the CBD.

Q4: Will grease waste be included in this contract?

A4: Specialized grease collection bins are not included as part of this contract; however, the Contractor shall be responsible for removing all items, including but not limited to grease/fat, placed inside or outside of any trash, recycling, or compost container.

Q5: Are there any plans to change the service area?

A5: The service area is assigned via City of Austin Ordinance and could be changed at any time.

Q6: Describe all meaningful measures the City will take during the contract term to address the frequent and routine problem of contractors improperly overloading CBD dumpsters (both trash and recycling) with construction debris materials, such as concrete, sheetrock, lumber, plywood, etc.

A6: The Contractor is solely responsible for providing complete collection and cleanup services in the Service Area regardless of how it is placed there.

Q7: When does the current contract expire?

A7: May 5, 2020

Q8: Please clarify whether attendance at the December 16 Pre-Bid Conference was mandatory.

A8: No, attendance was not mandatory.

Q9: Line items 5.1-5.4, 5.13-5.16, 5.25-5.28, and 5.37-5.40 of Section 0600 Bid Sheet specify the provision of 2-YD side-load compostable material containers. We are unaware of a manufacturer that currently offers side-loading containers with a capacity of 2 cubic yards.

A9: Changes have been made to Section 0600, Bid Sheet, to add the phrase "or equivalent" after each 2-YD request.

Q10: On Attachment A, please indicate/identify all "noise sensitive locations" mentioned in 3.4.1(E) of the scope of work.

A10: Contractors should expect to handle multiple and changing requests to empty and retrieve containers outside of routine collection hours. The exact noise-sensitive locations will vary and may change throughout the life of the contract based on customers' needs.

Q11: What is the annual estimated value of the future contract?

A11: The City's future contract is currently in a competitive bid process. Estimated value is dependent on bids received.

Q12: Please clarify when City staff intend to present their contract recommendation to ZWAC and Council.

A12: The City anticipates presenting a recommendation to ZWAC and Council in late spring or early summer of 2020.

IV. **Additional Information:** The pre-bid sign-in sheet is attached.

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

ACKNOWLEDGED BY:


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.



**ADDENDUM
TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE
CENTRAL BUSINESS DISTRICT
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 1500 SLW1036

Addendum No: 5

Date of Addendum: 2/5/2020

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

I. Clarifications:

- a. The bid due date is 2:00 PM Thursday, February 13, 2020.
- b. The bid opening date is 2:00 PM Thursday, February 13, 2020

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Stephanie Quinby
Name

[Signature]
Authorized Signature

2-12-20
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
TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE
CENTRAL BUSINESS DISTRICT
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 1500 SLW1036

Addendum No: 6

Date of Addendum: 2/13/2020

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

I. Changes to the solicitation due date as follows:

- 1) The bid due date is hereby extended until 2:00 PM Thursday, February 20, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Thursday, February 20, 2020.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Stephanie Quimby
Name

Shirley
Authorized Signature

2/20/2020
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.

CITY OF AUSTIN BID SHEET TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE CENTRAL BUSINESS DISTRICT					
Solicitation No. IFB 1500 SLW1036					
RX No. RQM 1500 19091600812					
Opening Date: 2/20/20					
Buyer: Sandy Wirtanen					
Receipt No.					1
Vendor Name					Texas Disposal Systems, Inc.
Local Presence (Y/N)					N
MBE/WBE					
<p>Special Instructions: 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' will be interpreted by the City that the responder does not wish to bid on that item.</p> <p>NOTE: The quantities and sizes of all containers are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers on a block-by-block basis. The Contractor shall invoice the City based on actual container quantities and sizes. The awarded Contractor and the City will come to an agreed upon method and pickup schedule.</p> <p>Bidders are required to provide prices that shall be all inclusive and account for any site conditions or steps needed to fulfill all the requirements of the specifications (including but not limited to all landfill disposal charges and fees, labor, equipment, delivery, removal, maintenance, swaps, and relocation). Prices should reflect maximum price charged per product category.</p> <p>The City will not pay any fees that are not included on the Contractor's bid sheet or added and agreed upon by the City in writing via approved amendment.</p>					
1.0 TRASH COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	EST NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED PRICE
1.1	Furnish & Service 3-YD Refuse Container	7 Days Per Week	20	\$353.00	\$84,720.00
1.2	Furnish & Service 4-YD Refuse Container	7 Days Per Week	165	\$407.00	\$805,860.00
1.3	Furnish & Service 8-YD Refuse Container	7 Days Per Week	2	\$1,180.00	\$28,320.00
2.0 SINGLE-STREAM RECYCLING COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	EST NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED PRICE
2.1	Furnish & Service 3-YD Single-Stream Container for Recycling	3 Days Per Week	5	\$254.00	\$ 15,240.00
2.2	Furnish & Service 3-YD Single-Stream Container for Recycling	4 Days Per Week	5	\$356.00	\$ 21,360.00
2.3	Furnish & Service 3-YD Single-Stream Container for Recycling	5 Days Per Week	5	\$459.00	\$ 27,540.00
2.4	Furnish & Service 3-YD Single-Stream Container for Recycling	6 Days Per Week	5	\$562.00	\$ 33,720.00
2.5	Furnish & Service 3-YD Single-Stream Container for Recycling	7 Days Per Week	5	\$664.00	\$ 39,840.00
2.6	Furnish & Service 4-YD Single-Stream Container for Recycling	3 Days Per Week	135	\$256.00	\$ 414,720.00
2.7	Furnish & Service 4-YD Single-Stream Container for Recycling	4 Days Per Week	135	\$361.00	\$ 584,820.00
2.8	Furnish & Service 4-YD Single-Stream Container for Recycling	5 Days Per Week	135	\$466.00	\$ 754,920.00
2.9	Furnish & Service 4-YD Single-Stream Container for Recycling	6 Days Per Week	135	\$571.00	\$ 925,020.00
2.10	Furnish & Service 4-YD Single-Stream Container for Recycling	7 Days Per Week	135	\$676.00	\$ 1,095,120.00
2.11	Furnish & Service 8-YD Single-Stream Container for Recycling	3 Days Per Week	2	\$659.00	\$ 15,816.00
2.12	Furnish & Service 8-YD Single-Stream Container for Recycling	4 Days Per Week	2	\$1,049.00	\$ 25,176.00
2.13	Furnish & Service 8-YD Single-Stream Container for Recycling	5 Days Per Week	2	\$1,139.00	\$ 27,336.00
2.14	Furnish & Service 8-YD Single-Stream Container for Recycling	6 Days Per Week	2	\$1,228.00	\$ 29,472.00
2.15	Furnish & Service 8-YD Single-Stream Container for Recycling	7 Days Per Week	2	\$1,318.00	\$ 31,632.00
3.0 BULK COLLECTION SERVICES					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF COLLECTIONS PER YEAR	PRICE PER COLLECTION	EXTENDED PRICE
3.1	Provide Bulk Item Collection Service (One-Time Request Pickup for one block within the Service Area)	On-Call Basis	52	\$690.00	\$35,880.00

CITY OF AUSTIN BID SHEET TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE CENTRAL BUSINESS DISTRICT						
Solicitation No. IFB 1500 SLW1036						
RX No. RQM 1500 19091600812						
Opening Date: 2/20/20						
Buyer: Sandy Wirtanen						
Receipt No.						1
Vendor Name						Texas Disposal Systems, Inc.
Local Presence (Y/N)						N
4.0	ADDITIONAL TEMPORARY CONTAINER COLLECTION SERVICES - This need typically arises for events scheduled in the CBD area that increase patronage to CBD businesses. Collection Services (Duration usually between 1 and 20 days, with an average event length of 15 days.)					
LINE ITEM	DESCRIPTION	EST. NO. OF COLLECTIONS PER CONTAINER PER EVENT	EST. NO. OF CONTAINERS PER EVENT	EST. NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.1	Furnish & Service Extra 4-YD Trash Containers in the Event-Impacted Area	15	35	4	\$34.73	\$72,933.00
4.2	Furnish & Service Extra 4-YD Recycling Containers in the Event-Impacted Area	15	30	4	\$33.35	\$60,030.00
ADDITIONAL COLLECTIONS MADE FOR REGULAR SERVICE AREA						
LINE ITEM	DESCRIPTION	EST. NO. OF COLLECTIONS PER CONTAINER PER EVENT	EST. NO. OF CONTAINERS NEEDING EXTRA SERVICE PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.3	Extra Pick Up for Existing 4-YD Side-Load Single-Stream Recycling Container in Event-Impacted Area	8	135	4	\$20.17	\$87,134.40
4.4	Extra Pick Up for Existing 8-YD Front-Load Single-Stream Recycling Container in Event-Impacted Area	8	2	4	\$90.02	\$5,761.28
4.5	96-Gallon Carts for Single Stream Recycling	8	20	4	\$25.05	\$16,032.00
ADDITIONAL COLLECTIONS MADE FOR REGULAR SERVICE AREA - All collections will be invoiced at the same tier of pricing. If the City increases the number of containers needed at any time resulting in the total number of containers of a particular size crossing a pricing threshold, the lower price will apply to all containers of that size, even those containers previously charged a higher rate.						
LINE ITEM	DESCRIPTION	EST. NO. OF COLLECTIONS PER CONTAINER PER EVENT	EST. NO. OF CONTAINERS NEEDING EXTRA SERVICE PER EVENT	EST. NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED PRICE
4.6	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	1-5	4	\$207.13	
4.7	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	6-15	4	\$67.30	
4.8	Extra Pick Up for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	16-30	4	\$33.43	
5.0	COMPOSTING/ORGANICS COLLECTION SERVICES - Collection frequency and container size will be finalized with the Contractor before the program starts. Pricing submitted below will be used by the City to determine how to proceed with the new CBD Organics program. All collections will be invoiced at the same tier of pricing. If the City increases the number of containers needed at any time resulting in the total number of containers of a particular size crossing a pricing threshold, the lower price will apply to all containers of that size, even those containers previously charged a higher rate.					
LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY		ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED PRICE
5.1	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week		1-5	\$475.00	\$28,500.00
5.2	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week		6-15	\$242.00	\$43,560.00
5.3	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week		16-30	\$186.00	\$66,960.00
5.4	Furnish & Service 2-YD or equivalent Compostable Materials Container	2 Days a Week		31-45	\$169.00	\$91,260.00
5.5	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week		1-5	\$501.00	\$30,060.00
5.6	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week		6-15	\$267.00	\$48,060.00
5.7	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week		16-30	\$210.00	\$75,600.00
5.8	Furnish & Service 3-YD Compostable Materials Container	2 Days a Week		31-45	\$193.00	\$104,220.00
5.9	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week		1-5	\$526.00	\$31,560.00
5.10	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week		6-15	\$291.00	\$52,380.00

CITY OF AUSTIN BID SHEET TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE CENTRAL BUSINESS DISTRICT					
Solicitation No. IFB 1500 SLW1036					
RX No. RQM 1500 19091600812					
Opening Date: 2/20/20					
Buyer: Sandy Wirtanen					
Receipt No.				1	
Vendor Name				Texas Disposal Systems, Inc.	
Local Presence (Y/N)				N	
5.11	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	16-30	\$234.00	\$84,240.00
5.12	Furnish & Service 4-YD Compostable Materials Container	2 Days a Week	31-45	\$217.00	\$117,180.00
5.13	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	1-5	\$676.00	\$40,560.00
5.14	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	6-15	\$330.00	\$59,400.00
5.15	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	16-30	\$246.00	\$88,560.00
5.16	Furnish & Service 2-YD or equivalent Compostable Materials Container	3 Days a Week	31-45	\$221.00	\$119,340.00
5.17	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	1-5	\$714.00	\$42,840.00
5.18	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	6-15	\$367.00	\$66,060.00
5.19	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	16-30	\$283.00	\$101,880.00
5.20	Furnish & Service 3-YD Compostable Materials Container	3 Days a Week	31-45	\$257.00	\$138,780.00
5.21	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	1-5	\$750.00	\$45,000.00
5.22	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	6-15	\$402.00	\$72,360.00
5.23	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	16-30	\$318.00	\$114,480.00
5.24	Furnish & Service 4-YD Compostable Materials Container	3 Days a Week	31-45	\$292.00	\$157,680.00
5.25	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	1-5	\$876.00	\$52,560.00
5.26	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	6-15	\$876.00	\$157,680.00
5.27	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	16-30	\$307.00	\$110,520.00
5.28	Furnish & Service 2-YD or equivalent Compostable Materials Container	4 Days a Week	31-45	\$274.00	\$147,960.00
5.29	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	1-5	\$926.00	\$55,560.00
5.30	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	6-15	\$466.00	\$83,880.00
5.31	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	16-30	\$355.00	\$127,800.00
5.32	Furnish & Service 3-YD Compostable Materials Container	4 Days a Week	31-45	\$321.00	\$173,340.00
5.33	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	1-5	\$974.00	\$58,440.00
5.34	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	6-15	\$513.00	\$92,340.00
5.35	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	16-30	\$402.00	\$144,720.00
5.36	Furnish & Service 4-YD Compostable Materials Container	4 Days a Week	31-45	\$368.00	\$198,720.00
5.37	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	1-5	\$1,077.00	\$64,620.00
5.38	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	6-15	\$505.00	\$90,900.00
5.39	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	16-30	\$368.00	\$132,480.00
5.40	Furnish & Service 2-YD or equivalent Compostable Materials Container	5 Days a Week	31-45	\$326.00	\$176,040.00
5.41	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	1-5	\$1,138.00	\$68,280.00
5.42	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	6-15	\$566.00	\$101,880.00
5.43	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	16-30	\$427.00	\$153,720.00
5.44	Furnish & Service 3-YD Compostable Materials Container	5 Days a Week	31-45	\$385.00	\$207,900.00
5.45	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	1-5	\$1,198.00	\$71,880.00
5.46	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	6-15	\$625.00	\$112,500.00

CITY OF AUSTIN BID SHEET TRASH, RECYCLING, AND ORGANICS/COMPOSTING COLLECTION SERVICES FOR THE CENTRAL BUSINESS DISTRICT					
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Opening Date: 2/20/20					
Buyer: Sandy Wirtanen					
Receipt No.				1	
Vendor Name				Texas Disposal Systems, Inc.	
Local Presence (Y/N)				N	
5.47	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	16-30	\$486.00	\$174,960.00
5.48	Furnish & Service 4-YD Compostable Materials Container	5 Days a Week	31-45	\$444.00	\$239,760.00
5.49	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	1-100	\$71.00	\$85,200.00
5.50	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	101-200	\$58.00	\$139,200.00
5.51	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	201-300	\$55.00	\$198,000.00
5.52	Furnish 96 Gallon Compostable Materials Cart	2 Days a Week	301-400	\$54.00	\$259,200.00
5.53	Furnish 96 Gallon Compostable Materials Cart	3 Days a Week	5-7	\$320.00	\$26,880.00
5.54	Furnish 96 Gallon Compostable Materials Cart	4 Days a Week	1-4	\$750.00	\$36,000.00
5.55	Furnish 96 Gallon Compostable Materials Cart	4 Days a Week	5-7	\$426.00	\$35,784.00
5.56	Furnish 96 Gallon Compostable Materials Cart	5 Days a Week	1-4	\$938.00	\$45,024.00
5.57	Furnish 96 Gallon Compostable Materials Cart	5 Days a Week	5-7	\$531.00	\$44,604.00
5.58	Furnish 64 Gallon Compostable Materials Cart	2 Days a Week	1-4	\$366.00	\$17,568.00
5.59	Furnish 64 Gallon Compostable Materials Cart	2 Days a Week	5-7	\$204.00	\$17,136.00
5.60	Furnish 64 Gallon Compostable Materials Cart	3 Days a Week	1-4	\$548.00	\$26,304.00
5.61	Furnish 64 Gallon Compostable Materials Cart	3 Days a Week	5-7	\$305.00	\$25,620.00
5.62	Furnish 64 Gallon Compostable Materials Cart	4 Days a Week	1-4	\$731.00	\$35,088.00
5.63	Furnish 64 Gallon Compostable Materials Cart	4 Days a Week	5-7	\$406.00	\$34,104.00
5.64	Furnish 64 Gallon Compostable Materials Cart	5 Days a Week	1-4	\$913.00	\$43,824.00
5.65	Furnish 64 Gallon Compostable Materials Cart	5 Days a Week	5-7	\$507.00	\$42,588.00
6.0	MATERIAL AUDITS (in accordance with Section 8.1.1 of the Scope of Work)				
LINE ITEM	DESCRIPTION		ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
6.1	Material Audits (in accordance with Section 8.1.1 of the Scope of Work)		2	\$12,112.00	\$24,224.00
TOTAL EXTENDED PRICE				\$11,193,709.97	

Note:

Award Method: By one total

Prepared By: Lezlee Perkins

Approved By: Sandy Wirtanen

Yellow notates award