

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

**MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY**

1. 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.
2. 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.
3. 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.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION 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.
6. Contractor agrees 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.
7. The Contractor agrees that this 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.

**SUSPENSION AND DEBARMENT CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

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**Suspended or Debarred Offerors.** The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

**Offeror.** The term "Offeror", as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

**Anti-Collusion Statement.** Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

**Preparation of Solicitation and Contract Documents.** Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

**Participation in Decision Making Process.** Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

**Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

**City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

**Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

**ANTI-LOBBYING CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

**Applicability.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

**No Lobbying Period.** The No-Lobbying Period begins on the date this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

**Prohibited Communications.** During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

**Ordinance.** [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=15&p=145](https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145)

**Rules.** [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=16&p=77](https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77)

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION**

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☒ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where  
Nonresident Bidder's Principle Place of Business is located.

(State)

☐ **YES** ☒ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured

(State)

**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

**LOCAL PRESENCE CERTIFICATION – OPTIONAL**

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

**OFFEROR HEREBY CERTIFIES**

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☒ **HEADQUARTERS**☐ **BRANCH OFFICE**

(Check One)

**9301 Johnny Morris Rd Austin, Texas 78724**

(Physical Address of Offeror's Headquarters or Branch Office)

**Benefit to the City.** It is the City's policy that contracts with Offerors with Local Presence provides additional economic development opportunities including employment of City residents or increasing City tax revenues.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offer's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** An office other than the Offeror's headquarters, that has been in place for at least five (5) years, where those persons that will be responsible for the provision of the goods and services described in this solicitation are located.

**Subcontractors.** Offerors may also claim Local Presence for any subcontractors included in their offer. The same as Offerors, Subcontractors have Local Presence if either their Headquarters or Branch Office is located within the Austin Corporate City Limits. Local Presence for Subcontractors can only be claimed within the attached Compliance Plan OR Subcontractor Plan, and subject to further requirements including good faith efforts to subcontract with City certified Minority and Women-owned Business Enterprises. The City will not grant any Local Presence for proposed subcontractors if the Subcontract Plan is incomplete or is found to be inaccurate.

## SUBCONTRACTING UTILIZATION FORM

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.

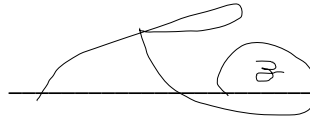
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**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	Balcones Recycling, Inc.		
City Vendor ID Code	V00000915284		
Physical Address	9301 Johnny Morris Rd		
City, State Zip	Austin, Tx 78724		
Phone Number	512-472-3355	Email Address	bob3@balconesresources.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		
<b>Offeror Certification:</b> 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 <b>Subcontracting/Sub-Consulting Utilization Form</b> , and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b> , 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 <b>Request For Change</b> 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.

Bob McGivney Austin Sales Director



8/11/2020

Name and Title of Authorized Representative (Print or Type)

Signature/Date

## SUBCONTRACTING UTILIZATION PLAN

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods

and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee\_\_\_\_\_  
Date

# Composition Study - October 29, 2016 - Balcones Resources

Composition Study - October 29, 2016 - Balcones Resources											
ONP #8			OCC			Mixed Paper					
Gross	Tare	Net	Gross	Tare	Net	Gross	Tare	Net			
560	360	200	390	360	30	610	360	250			
0	0	0	420	350	70	0	0	0			
0	0	0	400	390	10	0	0	0			
0	0	0	0	0	0	0	0	0			
0	0	0				0	0	0			
0	0	0				0	0	0			
0	0	0									
		200			110			250			
HDPE Natural			HDPE Color			Plastic Bottles - PETE					
Gross	Tare	Net	Gross	Tare	Net	Gross	Tare	Net			
9.8	8.6	1.2	370	360	10	370	360	10			
Mixed Plastics 3 - 7			Mixed Rigid Plastics			UBC - Aluminum					
Gross	Tare	Net	Gross	Tare	Net	Gross	Tare	Net			
370	364	6	0	0	0	360	340	20			
Tin Cans			Scrap Metal			Glass					
Gross	Tare	Net	Gross	Tare	Net	Gross	Tare	Net			
10.6	8.6	2	0	0	0	14.8	8.6	6.2			
Residuals											
Gross	Tare	Net	Total Weights and Percentages								
410	360	50	Material		Pounds		Tons		% of Total		
0	0	0	ONP #8		200		0.100		30.06%		
0	0	0	OCC		110		0.055		16.53%		
0	0	0	Mixed Paper		250		0.125		37.57%		
0	0	0	HDPE Natural		1		0.001		0.18%		
0	0	0	HDPE Color		10		0.005		1.50%		
0	0	0	Plastic Bottles - PETE		10		0.005		1.50%		
0	0	0	Mixed Plastics 3 - 7		6		0.003		0.90%		
		50	Mixed Rigid Plastics		0		0.000		0.00%		
			UBC - Aluminum		20		0.010		3.01%		
			Tin Cans		2		0.001		0.30%		
			Scrap Metal		0		0.000		0.00%		
			Glass		6		0.003		0.93%		
			Residuals		50		0.025		7.51%		
					665.4		0.33		100%		

**Composition Study - January 26, 2018 - Balcones Resources**

ONP #8		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
		<b>0.0</b>

OCC		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
401	346	55
409	360	49
432	375	57
465	420	45
382	375	7
		<b>213.0</b>

Mixed Paper		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
637	362	275
487	360	127
0	0	0
0	0	0
0	0	0
		<b>402.0</b>

HDPE Natural		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
12.2	9.2	<b>3.0</b>

HDPE Color		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
14	9	<b>5.4</b>

Plastic Bottles - PETE		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
17	9	8
19	9	10
		<b>18.4</b>

Mixed Plastics 3 - 7		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
18.8	9.2	9.6
no bucket		3.6
		<b>13.2</b>

Mixed Rigid Plastics		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
0	0	<b>0.0</b>

UBC - Aluminum		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
15	9	<b>6.2</b>

Tin Cans		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
11.4	9.2	<b>2.2</b>

Scrap Metal		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
0	0	<b>0</b>

Glass		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
26.6	9.0	<b>17.6</b>

Residuals		
<i>Gross</i>	<i>Tare</i>	<i>Net</i>
442	362	80
28	9	19
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
		<b>99.2</b>

Total Weights and Percentages			
<i>Material</i>	<i>Pounds</i>	<i>Tons</i>	<i>% of Total</i>
ONP #8	0.0	0.000	0.00%
OCC	213.0	0.107	27.30%
Mixed Paper	402.0	0.201	51.53%
HDPE Natural	3.0	0.002	0.38%
HDPE Color	5.4	0.003	0.69%
Plastic Bottles - PETE	18.4	0.009	2.36%
Mixed Plastics 3 - 7	13.2	0.007	1.69%
Mixed Rigid Plastics	0.0	0.000	0.00%
UBC - Aluminum	6.2	0.003	0.79%
Tin Cans	2.2	0.001	0.28%
Scrap Metal	0.0	0.000	0.00%
Glass	17.6	0.009	2.26%
Residuals	99.2	0.050	12.71%
<b>780.2</b>		<b>0.39</b>	<b>100.0%</b>



## **Solicitation No. IFB 1500 SLW1043**

### **Confirmation of Acceptance of All Recyclable Commodities**

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Balcones Resources' Material Recovery Facility is state-of-the-art and recognized nationally as a best in class operator to receive, sort and ship all of the recovered recyclable materials listed in the IFB 1500 SLW1043 scope of work.

This includes the following materials and their descriptions shown in the Solicitation IFB 1500 SLW1043's Section 3.3.1 Material Types:

- Newsprint ("ONP #8") however, this grade no longer exists. A question was submitted to ask the City to change the grade to SRP #56 (sorted residential papers)
- Old Corrugated Containers ("OCC")
- Mixed Paper ("MXP")
- Plastics
- Used Aluminum Beverage Cans ("UBC")
- Tin Cans
- Glass
- Scrap Metals



## Solicitation No. IFB 1500 SLW1043 Relevant Company Experience

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1. Company / Agency Name: City of Austin – Austin Resource Recovery  
Contact Name & Title: Ken Snipes – Director Austin Resource Recovery  
Address: 3810 Todd Ln Austin Tx 78744  
Phone: 512-974-4313  
Email: ken.snipes@austintexas.gov

### Description of Services:

20 year contract to receive City of Austin single stream recycling collected curbside by city vehicles. Balcones Resources' Material Recovery Facility is state-of-the-art and recognized nationally as a best in class operator to receive, sort and ship all of the recovered recyclable materials listed in the IFB 7400 SLW1035 scope of work

2. Company / Agency Name: City of Austin – Austin Resource Recovery Recycle and Reuse Drop-Off Center ("RRDOC")  
Contact Name & Title: Andy Dawson – Assistant Division Manager  
Address: 2514 Business Center Drive, Austin, Texas, 78744  
Phone: 512-974-4342  
Email: andy.dawson@austintexas.gov

### Description of Services:

Balcones Resources is the vendor of choice to provide containers and hauling for the pick up, transport, and recycling of materials brought to and produced at the City of Austin's Resource Recovery Recycle and Reuse Drop-Off Center ("RRDOC"). A variety of containers are provided including 20 & 40yd open top boxes, 53' trailer loads, Bobtail truck loads, standard dumpsters, and Toter style roll carts with varying service frequencies.

3. Company / Agency Name: Travis County - Transportation and Natural Resources  
Contact Name & Title: Shaun Marie Auckland - Senior Conservation Coordinator  
Address: 700 Lavaca St, Austin, TX 78701  
Phone: 512-854-4496  
Email: Shaun.auckland@traviscountytexas.gov

Description of Services:

Balcones Resources is the vendor of choice for the hauling of single-stream recycling from multiple Travis County sites. A variety of containers are provided including 40yd compactors, standard dumpsters, and Toter style roll carts with varying service frequencies.

4. Company / Agency Name: Texas Department of Transportation  
Contact Name & Title: Brent Haverlah & Mikayla Adare  
Address: 4615 NW LOOP 410 SAN ANTONIO TX 78229-0928  
Phone: 940-720-7783 (Brent) or 512-832-7054 (Mikayla)  
Email: Brent.Haverlah@txdot.gov or Mikayla.Adare@txdot.gov

Description of Services:

Balcones Resources is the vendor of choice for the hauling of single-stream recycling from multiple Texas Department of Transportation sites. A variety of containers are provided including standard dumpsters, and Toter style roll carts with varying service frequencies.



## Solicitation No. IFB 1500 SLW1043

### Licenses and Certifications

Balcones Resources is a City of Austin Licensed Private Hauler authorized to collect, remove, or transport recycling within the City of Austin. Balcones is included on the list of current Licensed Private Haulers posted at the following City of Austin website:

<https://www.austintexas.gov/page/licensed-haulers>

Balcones Resources' Texas Department of Transportation registration number is: 005609724C. Each of our drivers holds a current Texas Class A or B license depending on the type or truck they are assigned to drive. Balcones conducts a 7 year background check and 5 year employment history verification and drug screening for all driver candidates. Balcones company policy assesses driver performance on a point system more stringent than the State of Texas' point system to uphold the highest safety standards.

Please see the following table for TCEQ compliance requirements for our Materials Recovery Facility:

Customer	Site Associated with This Customer					Compliance History for Customer at this Site (If no Site appears in the same row, this is the Customer's overall compliance history.)			
	Name	City or Nearest City	County	TCEQ Region	Related Numbers	Rating	Classification	Date Rated	Date Posted
BALCONES RECYCLING INC	BALCONES RECYCLING	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>TXR05O328</li> <li>TXR05O328</li> <li>R11STW0004</li> <li>TXR05O328</li> <li>R11STW0004</li> <li>R11STW0004</li> <li>R11STW0004</li> <li>TXR05O328</li> </ul>	0	UNCLASSIFIED	09/01/2018	11/15/2019

Customer	Site Associated with This Customer					Compliance History for Customer at this Site (If no Site appears in the same row, this is the Customer's overall compliance history.)			
	Name	City or Nearest City	County	TCEQ Region	Related Numbers	Rating	Classification	Date Rated	Date Posted
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>19058</li> <li>19058</li> <li>TXR15SL08</li> <li>TXR15SL08</li> <li>TXR05BP20</li> <li>TXR15SL08</li> <li>TXR05BP20</li> </ul>	0	UNCLASSIFIED	09/01/2011	11/15/2019

					<ul style="list-style-type: none"> <li>TXR15SL08</li> </ul>				
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>TXR15SL08</li> <li>TXR05BP20</li> <li>TXRNEY984</li> <li>TXR15SL08</li> <li>TXR15SL08</li> <li>TXR05BP20</li> <li>TXR05BP20</li> </ul>	0	HIGH	09/01/2013	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>TXR15SL08</li> <li>TXRNEY984</li> <li>TXR05BP20</li> <li>TXRNEY984</li> <li>TXR15SL08</li> <li>TXR05BP20</li> <li>TXRNEY984</li> </ul>	0	UNCLASSIFIED	09/01/2012	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>66054</li> <li>66054</li> <li>66054</li> <li>66054</li> </ul>	0	UNCLASSIFIED	09/01/2010	11/15/2019
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>66054</li> </ul>	0	HIGH	09/01/2011	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>66054</li> </ul>	0	UNCLASSIFIED	09/01/2014	11/15/2019
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>C81804</li> </ul>	0	HIGH	09/01/2012	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>C81804</li> <li>C81804</li> </ul>	0	UNCLASSIFIED	09/01/2016	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>100356</li> <li>100356</li> </ul>	0	UNCLASSIFIED	09/01/2008	11/15/2019
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>100356</li> <li>47001</li> <li>47001</li> </ul>	0	HIGH	09/01/2011	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>100356</li> <li>47001</li> </ul>	0	UNCLASSIFIED	09/01/2014	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>19058</li> </ul>	0	UNCLASSIFIED	09/01/2012	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>19058</li> </ul>	0	UNCLASSIFIED	09/01/2012	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>TXRNEY984</li> <li>TXRNEY984</li> </ul>	0	UNCLASSIFIED	09/01/2009	11/15/2019

					<ul style="list-style-type: none"> <li>▪ TXR15SL08</li> </ul>				
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ TXR15SL08</li> <li>▪ TXRNEY984</li> <li>▪ TXR15SL08</li> <li>▪ TXRNEY984</li> </ul>	0	HIGH	09/01/2011	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ TXRNEY984</li> <li>▪ TXR15SL08</li> <li>▪ TXR15SL08</li> </ul>	0	UNCLASSIFIED	09/01/2013	11/15/2019
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ 66054</li> </ul>	0	HIGH	09/01/2017	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ 66054</li> </ul>	0	UNCLASSIFIED	09/01/2017	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ C81804</li> <li>▪ C81804</li> <li>▪ C81804</li> </ul>	0	UNCLASSIFIED	09/01/2008	11/15/2019
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ C81804</li> </ul>	0	HIGH	09/01/2018	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ C81804</li> <li>▪ C81804</li> </ul>	0	UNCLASSIFIED	09/01/2015	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ 47001</li> <li>▪ 100356</li> <li>▪ 47001</li> <li>▪ 100356</li> </ul>	0	UNCLASSIFIED	09/01/2010	11/15/2019
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ 100356</li> </ul>	0	HIGH	09/01/2012	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ 100356</li> <li>▪ 47001</li> <li>▪ 47001</li> </ul>	0	UNCLASSIFIED	09/01/2015	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ 19058</li> <li>▪ 19058</li> <li>▪ 19058</li> <li>▪ TXR05BP20</li> <li>▪ TXR15SL08</li> <li>▪ TXRNEY984</li> <li>▪ TXR05BP20</li> </ul>	0	UNCLASSIFIED	09/01/2011	11/15/2019
BALCONES RESOURCES INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ TXR05BP20</li> <li>▪ TXRNEY984</li> </ul>	0	HIGH	09/01/2014	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>▪ TXR05BP20</li> <li>▪ TXRNEY984</li> <li>▪ TXR05BP20</li> </ul>	0	UNCLASSIFIED	09/01/2012	11/15/2019

TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>66054</li> <li>C81804</li> </ul>	0	UNCLASSIFIED	09/01/2018	11/15/2019
BALCONES RECYCLING INC	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>C81804</li> <li>C81804</li> </ul>	0	UNCLASSIFIED	09/01/2012	11/15/2019
TRAVIS COUNTY	BALCONES RECYCLING MATERIALS RECOVERY FACILITY	AUSTIN	TRAVIS	REGION 11 - AUSTIN	<ul style="list-style-type: none"> <li>100356</li> </ul>	0	UNCLASSIFIED	09/01/2018	11/15/2019



# Solicitation **COVER SHEET**

## IDENTIFICATION

Number	IFB 1500 SLW1043
Title	Recycling Processing Services for Non-Curbside Collection
Summary	The Contractor will provide processing and marketing services to sort, store, market, and sell single-stream recyclable material collected from the City.
Type	Invitation for Bid (IFB)
Version (Addenda)	5

## AUTHORIZED CONTACT PERSONS

Primary	Sandy Wirtanen, Procurement Specialist IV; (512) 974-7711; sandy.wirtanen@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBR@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

## IMPORTANT DATES

### OFFERS DUE

Date and Time	August 11, 2020 at 2 PM
Notes	See Solicitation Instructions, 5 Offer Submission.

### BID OPENING

Date and Time	August 11, 2020 at 3 PM
Notes	See Solicitation Instructions, 5 Offer Submission.

### QUESTIONS DUE

Date and Time	June 30, 2020 at 1 PM
Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

**PUBLISHED**

Date	June 15, 2020
Available Online	<a href="https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm">https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm</a>
Available Hardcopy	Purchasing Office; 124 W. 8 <sup>th</sup> Street, Suite 300; Austin, TX 78701

**SOLICITATION DOCUMENTS**

Document name	Pages	Date
<b><u>Solicitation Packet – IFB 1500 SLW1043 Includes the following:</u></b>		
<u>Solicitation Cover Sheet</u>	2	July 2, 2020
<u>Solicitation Instructions</u>	7	June 15, 2020
<u>Terms and Conditions</u>	16	June 15, 2020
<u>Scope of Work <b>VERSION 1</b></u>	12	August 6, 2020
<u>Pricing Submittal – IFB 1500 SLW1043 – <b>Complete and return</b></u>	3	June 15, 2020
<u>Offer and Certifications – IFB 1500 SLW1043 – <b>Complete and return</b></u>	15	June 15, 2020
<u>Addendum 1 – <b>Complete and return</b></u>	1	July 2, 2020
<u>Addendum 2 – <b>Complete and return</b></u>	1	July 10, 2020
<u>Addendum 3 – <b>Complete and return</b></u>	1	July 20, 2020
<u>Addendum 4 – <b>Complete and return</b></u>	1	July 28, 2020
<u>Addendum 5 – <b>Complete and return</b></u>	1	August 5, 2020
<u>Addendum 6 – <b>Complete and return</b></u>	3	August 6, 2020

**NIGP CODES****COMMODITY CODES**

Code	Description
96270	Recycling Services (including collection)
92677	Recycling Services



# Solicitation INSTRUCTIONS

Solicitation No.  
IFB 1500 SLW1043

## 1 INVITATION FOR BIDS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Bids to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Invitation for Bids ("IFB" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this IFB is the Competitive Sealed Bidding process. This process is procedurally compliant with the competitive bidding processes prescribed by Texas Local Government Code Ch. 252, Ch. 271, as well as Government Code Ch. 2269.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.6 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

## 2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

## 3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.

- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. ([https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf)) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-Offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 4 OFFER PREPARATION**
- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer and an Offer and Certifications submittal.
- 4.2 Offer Acceptance Period.** All Offers are valid for a period of one hundred and fifty (150) calendar days subsequent to the IFB closing date.
- 4.3 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.

- 4.4 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. With the exception of the Prices and Pricing Submittal, which shall not be kept confidential, Offerors seeking to keep any other portions of their Offer confidential shall mark each such portion as “Proprietary”. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General’s Office of the State of Texas, of any Bid contents marked as “Proprietary”. A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.5 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror 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 Subcontractor Utilization Plan as approved by the City (the “Plan”).

## 5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

- 5.1 Electronic Offers.** Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation’s eResponse function, available through the City’s online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror’s must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online](#).

- 5.1.1 Due Date and Time for Electronic Offers.** Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.
- 5.1.2 Withdrawing Electronic Offers.** Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation’s Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation’s Due Date and Time.
- 5.1.3 Late Electronic Offers.** The Solicitation’s eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation’s Due Date and Time.
- 5.1.4 Opening Electronic Offers.** The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation’s Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation’s eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.
- 5.2 Hardcopy Offers.** Hardcopy Offers (physical documents including paper and flash drives) shall be delivered to the City of Austin’s Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: IFB 1500 SLW1043 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: IFB 1500 SLW1043 124 W 8 <sup>th</sup> Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

- 5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
- 5.2.2 Withdrawing Hardcopy Offers.** Hardcopy Offers submitted may be withdrawn in writing, in person, or by email at any time prior to the Solicitation's Due Date and Time. When a Hardcopy Offer is withdrawn, the Purchasing Office will provide the Offeror with a receipt documenting the withdrawal, which must be acknowledged in writing by the Offeror.
- 5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.
- 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.
- 5.3 Solicitation Openings – Special procedures due to 2020 COVID-19 Pandemic.** Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=66](https://www.austintexas.gov/financeonline/afo_content.cfm?s=66).

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

## 6 OFFER EVALUATION

- 6.1 Basis of Competition.** The City may compare bids based on the prices for individual line items, the prices for categories of line items or the aggregate price bid. The City will choose the basis of competition that best meets the City's needs for the resulting contracts.
- 6.2 Price Evaluation.** Once the City determines the basis of competition, the City will sort the bids from low to high price.
- 6.3 Responsiveness Evaluation.** Once the low bid is identified, the City will evaluate the bid for responsiveness with all Solicitation requirements. A bid is responsive if it complies with all Solicitation Instructions, scope and specifications. If a bid is found to be nonresponsive, the City will set it aside and proceed with evaluating the next lowest bid for responsiveness.
- 6.4 Responsibility Evaluation.** Once the low responsive bid is identified, the City will evaluate the Offeror submitting the low responsive bid for their responsibility. An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. If an Offeror is found to be non-responsible, the City will set their bid aside and proceed with evaluating the responsibility of the Offeror submitting the next low and responsive bid.

**6.5 Minor Informalities.** In conducting evaluations, the City may waive as an informality, any minor deviations in the Solicitation's contents or in the Offers received, in procedure or in specifications, provided such deviations do not affect the Solicitation's competition.

**6.6 Local Business Presence.** 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.

## **7 CONTRACT AWARD AND EXECUTION**

**7.1 Award Determination.** The City will award the contract to the responsible Offeror submitting the low responsive bid. If the City receives a Bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.

**7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the responsible Offerors submitting the next lowest responsive bids.

**7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

## **8 ADMINISTRATIVE MATTERS**

**8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the publication of the City's recommendation of award. The recommendation of award will be posted in Austin Finance Online.

**8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer in response to the Solicitation will be discussed.

**8.3 Reservations.** The City expressly reserves the right to the following: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation closing date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others).

**8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below.

If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.

- 8.4.1** Protest regarding the Solicitation (Pre-Bid Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days before the opening of Bids. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Bids. Any protest regarding the evaluation of Bids by the City shall be filed with the City no later than five (5) days after the opening of Bids, or notification that the protestor's status as a Offeror has changed, such as notification that a Bid has been rejected. Any protest filed after such date which raises issues regarding the evaluation will not be considered.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

## 9 DEFINITIONS

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.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Bid" means a complete, properly signed Offer submitted in response to this Solicitation, which if accepted, would bind the Offeror to perform the resultant Contract.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Competitive Sealed Bidding" means the competitive process described within an Invitation for Bids, wherein the City invites Offerors to submit bids to supply the City with the Goods and/or Service describes in the Solicitation document, where the City will award the resulting contract to the responsible Offeror submitting the low responsive bid.

"Invitation for Bids (IFB)" means a complete packet of documents describing the City's competitive sealed bidding process, including but not limited to Solicitation instructions, Standard and Special contract terms and conditions, and the submittals necessary for Offerors to respond to the Solicitation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, an Invitation for Bids.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Price and Pricing Submittal" means a document, submitted by an Offeror in response to this Solicitation, containing unit and extended Bid prices for one or more of the Goods and/or Services identified by in the Prices and Pricing Submittal document.

"Purchasing Office" refers to the Purchasing Office in the Financial Services Department of the City.

"Purchasing Officer" means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

"Responsible Offeror" means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

"Responsive" means meeting all the requirements of a Solicitation.

"Solicitation" means this Invitation for Bids or IFB.



**ADDENDUM  
RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION  
CITY OF AUSTIN, TEXAS**

---

**Solicitation: IFB 1500 SLW1043**

**Addendum No: 1**

**Date of Addendum: 7/2/2020**

---

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 Tuesday, July 14, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Tuesday, July 14, 2020.

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

ACKNOWLEDGED BY:

Bob McGivney  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

7/20/20  
\_\_\_\_\_  
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  
RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1043**

**Addendum No: 2**

**Date of Addendum: 7/10/2020**

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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 Tuesday, July 21, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Tuesday, July 21, 2020.

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

ACKNOWLEDGED BY:

Bob McGivney  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

7/20/20  
\_\_\_\_\_  
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  
RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1043**

**Addendum No: 3**

**Date of Addendum: 7/20/2020**

---

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

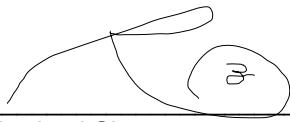
**I. Changes to the solicitation due date as follows:**

- 1) The bid due date is hereby extended until 2:00 PM Tuesday, July 28, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Tuesday, July 28, 2020.

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

ACKNOWLEDGED BY:

Bob McGivney  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Authorized Signature

7/20/2020  
\_\_\_\_\_  
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.**



**ADDENDUM  
RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1043**

**Addendum No: 4**

**Date of Addendum: 8/6/2020**

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

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

ACKNOWLEDGED BY:

Bob McGivney  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Authorized Signature

7/28/20  
\_\_\_\_\_  
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  
RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1043**

**Addendum No: 5**

**Date of Addendum: 8/5/2020**

---

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 Tuesday, August 11, 2020.
- 2) The bid opening date is hereby extended until 3:00 PM Tuesday, August 11, 2020.

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

ACKNOWLEDGED BY:

\_\_\_\_\_  
Bob McGivney  
Name

\_\_\_\_\_  
  
Authorized Signature

\_\_\_\_\_  
8/11/2020  
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**  
**RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION**  
**CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1043**

**Addendum No: 5**

**Date of Addendum: 8/6/2020**

---

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

**I. Clarifications:**

1) The Scope of Work has been replaced in its entirety as **Version 1** Scope of Work.

**II. Questions and Answers:**

**Q1: When will City staff present their contract recommendation to the Zero Waste Advisory Commission and the Austin City Council?**

A1: The anticipated ZWAC date is September 9 or October 15. The anticipated Council date is October 15 or November 12.

**Q2: According to the Scope of Work, less than 1,000 tons of recyclables were received in FY19. What is the basis for not utilizing the City's existing Master Recycling, Processing, and Marketing agreements to manage the small amount of recyclable materials contemplated in this solicitation?**

A2: This was a decision made by the ARR Department Director.

**Q3: Please provide a copy of each material composition study performed under the current contract for Recycling Processing Services for City In-House Recycling Collection, MA 1500 NA140000142.**

A3: Please see attached documents including the composition studies for NA140000142.

**Q4: Section 4.2.4 of the Scope of Work states that the City will select the "process(es)" for material composition studies. Please explain the process used for performing material composition studies under the current contract for Recycling Processing Services for City In-House Recycling, MA 1500 NA140000142.**

A4: Due to the smaller volume generated by In-House Recycling, a hand sort of approximately 50% sample size has been used for performing the material composition studies under the current contract. Separate composition studies will be conducted for RRDOC and In-House recycling.

**Q5: Section 4.2.5 of the Scope of Work states that ARR will review and comment on draft reports for material composition studies and shall make requested revisions until the report is accepted by the City in writing. This requirement is apparently not included in the current contract for Recycling Processing Services for City In-House Recycling, MA 1500 NA140000142. Please explain the basis for including this new requirement.**

A5: ARR is requesting to review and verify that all drafted reports accurately reflect the results of the composition studies.

**Q6: Please specify where non-recyclable (residual) materials are disposed under the current contract Recycling Processing Services for City In-House Recycling, MA 1500 NA140000142.**

A6: Texas Disposal Systems (TDS) landfill.

**Q7: How many loads have been rejected for excessive contamination under the current contract for Recycling Processing Services for City In-House Recycling, MA 1500 NA140000142?**

A7: Zero.

**Q8: Please specify which market indices are used to calculate commodity revenues under the current contract for Recycling Processing Services for City In-House Recycling, MA 1500 NA140000142?**

A8: Pulp and Paper Weekly, Secondary Materials Pricing, and American Metals Market were the market indices used.

**Q9: Section 3.3.2, Market Prices Structure, states “unless otherwise agreed upon, the pricing shall be based upon the following market prices, and shall utilize the regional high price from the first monthly published values from [secondarymaterialspricing.com](http://secondarymaterialspricing.com), Houston (southcentral USA) Region for pricing unless another index is listed.” Will the City accept the Pulp and Paper Index Southwest Region High-Side price for OCC, MXP, and News?**

A9: No. They shall be based upon the market pricing indicated within the SOW.

**Q10: The bid includes ONP #8, but this grade no longer exists. Will the City change to SRP #56 (sorted residential papers)?**

A10: The SOW has been updated to reflect SRPN #56 instead of ONP #8.

**Q11: The bid uses AMM Scrap, Ferrous, No. 2 Bundles, Consumers/Houston; however, this grade isn’t listed under Scrap, Ferrous, and there is not a Houston Region. Will the City accept a different index on this grade?**

A11: The City will accept the Arkansas/Tennessee Border pricing for this grade. The referenced section of the SOW will be updated with this addendum.

**Q12: In Section 7.1.4.1, the City states no material collected under this contract may be taken for disposal to Austin Community Landfill, in accordance with the policy direction given on Item 37 at the February 20, 2020 meeting of the Austin City Council. Will the City provide more clarity around the policy direction that was given during this meeting and how it directly relates to this contract?**

A12: ARR was given direction from City Council that no waste from this contract may be taken for disposal to Austin Community Landfill located at 9900 Giles Ln, Austin, Texas, 78754, in accordance with the policy direction given on Item #37 at the February 20, 2020 meeting of the Austin City Council. The meeting can be reviewed [here](#). No materials may be taken to this landfill under this contract.

**Q13: Is there any circumstance under which the Austin Community Landfill would be approved as a landfill facility by the City on an interim, transitional, emergency, or permanent basis? If so, what are those circumstances?**

A13: No.

**Q14: Balcones does not haul residual material directly to a landfill. Is it acceptable that our service provider does haul baled residual material to the Austin Community Landfill?**

A14: No.

**Q15: In light of the uncertainty surrounding the potential closure of a business during a global pandemic, would the Austin Community Landfill be approved as a landfill facility by the City on an interim, transitional, emergency, or permanent basis? If so, could it be included as an approved landfill facility until the end of such a period?**

A15: No.

**Q16: Since the material is fungible once delivered on-site, can an equal amount of volume be sent to other landfills in the area?**

A16: Austin Community Landfill is not an acceptable option. All other regional landfills are acceptable.

**Q17: In Section 8.1.1.1B, the City requests daily total tonnage by Recyclable Commodity received for processing. Will the City accept the total weight as "CSS-Commercial Single Stream"?**

A17: Yes.

**Q18: In Section 8.1.1.1C, the City requests daily total tonnage by residuals processed. This number will come as part of the composition study breakdown. Will the City accept eliminating this daily and receive as part of the monthly reports only? If not monthly, then weekly and monthly?**

A18: Monthly.

**Q19: In Section 8.2.2I, the total of the residue will come from the composition study. To clarify, is this what the City is expecting?**

A19: Yes.

**Q20: In Section 8.2.3, it states checks must be mailed by the 15<sup>th</sup>. Will the City accept by the 20<sup>th</sup>?**

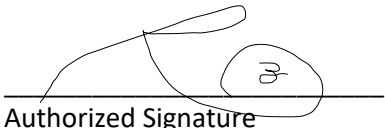
A20: Language in the SOW has been revised.

**Q21: Can the bid respondent provide an exceptions page for any part of the Scope of Work that might need to be renegotiated?**

A21: No exceptions may be taken.

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

ACKNOWLEDGED BY:

Bob McGivney _____ Name	 _____ Authorized Signature	8/11/2020 _____ Date
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**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.**

**From:** [Purchasing RCAs](#)  
**To:** [Andrade, Maria](#); [Atwood, Annie](#); [Barriffe, Paula](#); [Barrios, Joe](#); [Berdoll, Mark](#); [Brandt, Sandy](#); [Broniszewski, Didi](#); [Brown, DeJuan](#); [Brown, Linell](#); [Castro, Carolyn](#); [Ceder, Sydney](#); [Chapa, Betty](#); [Colon, Perla](#); [Dombek, Tim](#); [Drayton, Alfonso](#); [Duree, Matt](#); [DVincent, Erin](#); [Ellis, Cyrenthia](#); [Folco, Elisa](#); [Garcia, Ahide](#); [Gutierrez, Jo](#); [Harden, Melita](#); [Hardy, Brett](#); [Hernandez, Martha](#); [Hernandez, Samuel \[PUR\]](#); [Hilbun, John](#); [Howard, Jim](#); [Johnson, Darralyn](#); [Julia Finn](#); [Lock, Liz](#); [Mammadova, Leyla](#); [McIntosh, Diana](#); [Miller, Yolanda \[PUR\]](#); [Moore, Marian](#); [Neal, Jane](#); [Nicholson, Terry](#); [Ontiveros, Bianca](#); [Orton, Allison](#); [Paksangkanay, Suthee](#); [Ramos, Sarah](#); [Reyes, Cindy](#); [Rodriguez, Claudia R](#); [Stewart, Bridney](#); [Trevino, Kristin](#); [Trimble, Paul](#); [Tyler, Bartley](#); [Wilkison, Brenita](#); [Willett, Shawn](#); [Wirtanen, Sandy](#); [Xoomsai, Sai \[Purcell\]](#); [Zachary, Cedric](#); [Zambrano, Mike](#); [Zilkha, Gil](#)  
**Cc:** [Graham, Bridget](#); [Greenwood, Katie](#)  
**Subject:** COUNCIL ITEMS 1/27/21 - ALL PURCHASING ITEMS APPROVED (8 - CONSENT; 1 - WITHDRAWN)  
**Date:** Wednesday, January 27, 2021 11:30:22 AM

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**AUDIT NOTE:** You are responsible for ensuring a copy of the final RCA and Council's approval are included in the contract file. This email can serve as notification of Council approval. To access the final RCA, use hyperlink: [01/27/2021 Council Agenda](#)

## Purchasing Office

**42.** Authorize award of a multi-term contract with Expert Relocation Services, LLC, to provide citywide moving and relocation services, for up to five years for a total contract amount not to exceed \$5,783,500. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

Withdrawn

**43.** Ratify a cooperative contract with Big Truck Rental, LLC, to provide collection truck rental, in the amount of \$560,880. (Note: This contract is exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

Approved on Consent

**44.** Authorize award of a multi-term contract with Balcones Recycling, Inc., for recycling processing services for non-curb-side collection, for up to five years for a total contract amount not to exceed \$530,000. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

Approved on Consent

**45.** Authorize negotiation and execution of a multi-term cooperative contract with IDSC Holdings LLC D/B/A Snap-On Industrial, for tools and fleet maintenance equipment, for up to 51 months in an amount not to exceed \$1,607,500. (Note: This procurement was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods required for this procurement, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

Approved on Consent



## Recommendation for Action

**File #:** 20-3495, **Agenda Item #:** 44.

1/27/2021

### Posting Language

Authorize award of a multi-term contract with Balcones Recycling, Inc., for recycling processing services for non-curb collection, for up to five years for a total contract amount not to exceed \$530,000.

(Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

### Lead Department

Purchasing Office.

### Client Department(s)

Austin Resource Recovery.

### Fiscal Note

Funding in the amount of \$83,333 is available in the Fiscal Year 2020-2021 Operating Budget of Austin Resource Recovery. Funding for the remaining contract term is contingent upon available funding in future budgets.

### Purchasing Language:

The Purchasing Office issued an Invitation for Bids (IFB) 1500 SLW1043 for these services. The solicitation issued on June 15, 2020 and it closed on August 11, 2020. The recommended contractor submitted the only responsive offer. A complete solicitation package, including a tabulation of the bids received, is available for viewing on the City's Financial Services website, Austin Finance Online. Link: [Solicitation Documents](https://www.austintexas.gov/financeonline/account_services/solicitation/solicitation_details.cfm?sid=134437)  
<[https://www.austintexas.gov/financeonline/account\\_services/solicitation/solicitation\\_details.cfm?sid=134437](https://www.austintexas.gov/financeonline/account_services/solicitation/solicitation_details.cfm?sid=134437)>.

### For More Information:

Inquiries should be directed to the City Manager's Agenda Office, at 512-974-2991 or [AgendaOffice@austintexas.gov](mailto:AgendaOffice@austintexas.gov) <<mailto:AgendaOffice@austintexas.gov>>

NOTE: Respondents to this solicitation, and their representatives, shall continue to direct inquiries to the solicitation's Authorized Contact Person: Sandy Wirtanen, at 512-974-7711 or [sandy.wirtanen@austintexas.gov](mailto:sandy.wirtanen@austintexas.gov) <<mailto:sandy.wirtanen@austintexas.gov>>.

### Council Committee, Boards and Commission Action:

December 17, 2020 - Recommended unanimously by the Zero Waste Advisory Commission on a 9-0 vote, with two vacancies.

### Additional Backup Information:

The contract will provide processing and marketing services for single-stream recyclable materials dropped off by customers at the Recycle and Reuse Drop-Off Center and collected by City crews at approximately 160 City

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facilities. The contractor will pick up, receive, sort, process, store, market, and sell the recyclable materials. Items intended for recycling include newsprint, old corrugated containers, mixed paper, plastics, used aluminum beverage cans, tin cans, glass, and scrap metal. For the current fiscal year, the City estimates collection of over 1,225 tons of single-stream recyclable materials from City facilities. Approximately 80% of this tonnage is projected to be paper, 10% containers (plastic, cans, aluminum, and glass), and the remaining 10% residual waste.

The contract will combine two existing contracts which expire on December 10, 2020 and February 6, 2021. The requested authorization amount was determined using departmental estimates based on historical spend and anticipated future usage. The recommended contractor is the current provider for these services.

**Contract Detail:**

<b><u>Contract Term</u></b>	<b><u>Length of Term</u></b>	<b><u>Contract Authorization</u></b>
Initial Term	3 yrs.	\$300,000
Optional Extension 1	1 yr.	\$110,000
Optional Extension 2	1 yr.	\$120,000
<b>TOTAL</b>	<b>5 yrs.</b>	<b>\$530,000</b>

**Note:** Contract Authorization amounts are based on the City's estimated annual usage.

**Strategic Outcome(s):**

Health and Environment.

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Sandy Wirtanen 512-974-7711	<b>PM Name/Phone</b>	N/A
<b>Sponsor/User Dept.</b>	ARR	<b>Sponsor Name/Phone</b>	Andy Dawson 512-974-4342
<b>Solicitation No</b>	IFB 1500 SLW1043	<b>Project Name</b>	Recycling Processing Services for Non-Curbside Collection
<b>Contract Amount</b>	\$62K/year for 5 years	<b>Ad Date (if applicable)</b>	6/15/2020
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
The City seeks a recycling processor qualified in processing and marketing services to sort, process, store, market, and sell single-stream recyclable material. The Contractor shall be responsible for picking up Recyclable Commodities collected at the Recycle and Reuse Drop off Center and receiving Recycle Commodities collected by ARR from City facilities.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
This is combining services provided under two previous contracts.  NA160000003 was solicited as SLW0502REBID and was awarded within City Manager authority. NA140000142 was solicited as JRD0111 that solicited without goals. No subcontractors are utilized.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
96270 - Recycling Services (Including collection) - 100% FOR NOTIFICATION: 92677 - Recycling Services			
Sandy Wirtanen		6/4/2020	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	6/4/2020	<b>Date Assigned to BDC</b>	6/4/2020
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	

## GOAL DETERMINATION REQUEST FORM

	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

## GOAL DETERMINATION REQUEST FORM

### This determination is based upon the following:

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

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

There is 1 certified MBE for the single scope of work listed.

### Subcontracting Opportunities Identified

None

John Wesley Smith 06.05.2020

*John Wesley Smith*

**SMBR Staff**

**Signature/ Date**

*Jessica Oberembt*

06.05.2020

**SMBR Director or Designee**

**Date**

**Returned to/ Date:**

OFFER CERTIFICATION

**Instructions.** Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **Balcones Recycling, Inc.**

Company Address: **9301 Johnny Morris Rd**

City, State, Zip: **Austin, Texas 78724**

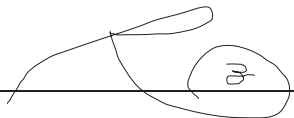
Company's Austin Finance Online Vendor Registration No. V00000915284

Company's Officer or Authorized Representative: **Bob McGivney**

Title of Officer or Authorized Representative: **Sales Director**

Email: **bob3@balconesresources.com**

Offeror's Phone: **512-472-3355  
x336**

Offeror's Signature: 

Date: **7/20/2020**

**OFFER:** The above signed, 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 Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

ACCEPTANCE BY THE CITY

**For City Staff only.** The City will complete and sign this section only if the City accepts the Offer.

Contract Number: MA 1500 NA210000075

Printed Name of City's Authorized Procurement Staff: Sandy Wirtanen

Title of City's Authorized Procurement Staff: Procurement Specialist IV

Signature: Sandy Wirtanen  
Digitally signed by Sandy Wirtanen  
Date: 2021.02.02 08:52:39 -05'00'

Date: 2/2/2021

Email: sandy.wirtanen@austintexas.gov

Phone: 512-974-7711

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

**CITY OF AUSTIN  
TERMS AND CONDITIONS  
RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION  
SOLICITATION NUMBER: IFB 1500 SLW1043**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

**1. GENERAL**

**1.1 TERM OF CONTRACT:**

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. 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 holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

**1.2 INDEFINITE QUANTITY:**

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

**1.3 INVOICES:**

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. 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. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- D. 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.

**1.4 PAYMENT:**

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

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- 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 §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 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 under the terms of this Contract, are filed or there is 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 demonstrates 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, §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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.
- 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 inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. 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 notice of non-appropriation.

**1.5 FINAL PAYMENT AND CLOSE OUT:**

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (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

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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.

**1.6 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, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
  - ii. The Contractor shall retain all records for a period of three 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.

**1.7 FINANCIAL DISCLOSURES AND ASSURANCE:**

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

**1.8 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. If 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.

**1.9 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.

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**1.10 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, (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. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

**1.11 TERMINATION FOR CAUSE:**

In the event of a default by either party, the non-defaulting party 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 defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

**1.12 ATTORNEY'S FEES:**

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

**1.13 TERMINATION WITHOUT CAUSE:**

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 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.

**1.14 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.

**1.15 DELAYS:**

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 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any

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adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**1.16 FORCE MAJEURE:**

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

**1.17 INDEMNITY:**

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
  - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
  - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

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- C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
  - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
  - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

**1.18 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 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. Notices to the Contractor shall be sent to the address registered with the City. 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 assigned Procurement Specialist.

**1.19 CONFIDENTIALITY:**

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information 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 in its business to protect its own most valuable information. In all circumstances, the Contractor's

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protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are 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.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.  
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

**1.20 TEXAS PUBLIC INFORMATION ACT:**

- A. All material submitted by the Contractor to the City related to the Contract 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.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
  - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
  - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
  - iii. On completion of the Contract, either:
    - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or

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- (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

**1.21 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.

**1.22 ADVERTISING:**

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

**1.23 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.

**1.24 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.

**1.25 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.

**1.26 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.

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**1.27 ASSIGNMENT DELEGATION:**

The Contract shall be binding upon and ensure 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.

**1.28 WAIVER:**

The 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.

**1.29 MODIFICATIONS:**

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**1.30 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.

**1.31 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 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 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 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 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

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in good faith in the selection of the mediator and to consider 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 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 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.

**1.32 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, 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.

**1.33 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.

**1.34 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
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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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.

**1.35 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.

**1.36 COOPERATIVE CONTRACT:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, 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 of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

**1.37 NON-DEBARMENT CERTIFICATION:**

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently 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 Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

**1.38 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. **Non-Retaliation:** 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.
- C. **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.

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**1.39 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION**

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, 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 §2271.001.
- B. If the Contractor qualifies as a “company”, then the Contractor verifies that he:
  - i. does not “boycott Israel”; and
  - ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’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 2271 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.

**1.40 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:**

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

**1.41 ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor’s cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the Solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent 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.

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- 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 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.
    - a. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
      - i. Utilize final Compilation data instead of Preliminary data
      - ii. If the referenced index is no longer available shift up to the next higher category index.
      - iii. Index Identification: Complete.

Weight % or \$ of Base Price: 100%	
Database Name: PPI – Index Industry Data	
Series ID: PCU429930429930	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Description of Series ID: Material Recyclers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows: Adjust the Base Price by the same factor calculated for the index change.

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

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

**1.42 INSURANCE:**

**A GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. The Contractor must also forward a Certificate of Insurance to the City whenever a

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previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office

P.O. Box 1088

OR [PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

Austin, Texas 78767

- 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 authorized to do business in the State of Texas and have an A.M. Best rating 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 B., Specific Insurance Requirements, 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 exposure, 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 greater than \$499,999 shall be disclosed on the Certificate of Insurance.
- xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
- xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and

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amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

- 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. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
- ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
    - b. Independent Contractors coverage (Contractor/Subcontracted work);
    - c. Products/Completed Operations Liability for the duration of the warranty period;
    - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
    - b. 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:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
    - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
    - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

## **2. SERVICES**

### **2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. If any such acceptance occurs prior to final payment,

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the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

**2.2 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. Illegally use or possess a firearm, 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 illegally 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.

**2.3 GUARANTEE – SERVICES:**

The Contractor warrants and represents that all services to be provided to 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 following 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 the services warranty 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 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.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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**1.0 PURPOSE**

The City of Austin ("City") seeks a recycling processor ("Contractor") qualified in processing and marketing services to sort, process, store, market, and sell single-stream recyclable material ("Recyclable Commodities"). The Contractor shall be responsible for picking up Recyclable Commodities collected at the Recycle and Reuse Drop-off Center ("RRDOC") and receiving Recycle Commodities collected by ARR from City facilities ("In-House Recycling").

It is the intent of this solicitation to establish a service contract with a qualified single-stream recycling Contractor who operates a Single-Stream Materials Recovery Facility ("SSMRF"). This scope of work ("SOW") establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

The ensuing contract will be utilized by Austin Resource Recovery ("ARR"). The City reserves the right to allow other City departments to utilize the ensuing contract.

The term of the contract 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.

**2.0 BACKGROUND**

In 2011, the Austin City Council unanimously approved adoption of ARR's Master Plan. The Master Plan is a culmination of two years of research, stakeholder engagement, and community input, and serves as a guide for the City to achieve its goal of Zero Waste by reducing the amount of trash sent to landfills by 90% by the year 2040. Zero Waste is a shift from traditional waste management to materials management, where trash is what remains once we reduce, reuse, recycle, and compost.

In support of the City's Zero Waste initiative, ARR has significantly improved and increased the City's recycling activities through the implementation of single-stream recycling collection, inclusion of additional materials to the recycling stream, more efficient recycling collection operations, development and implementation of the City's Universal Recycling Ordinance ("URO"), and other actions. However, there are still residents of Travis County and surrounding areas not receiving recycling collection services from ARR or other collection providers, and they need access to an alternative way to recycle and divert Recyclable Commodities from disposal. The RRDOC is available to those residents.

The Contractor will work collaboratively with ARR to increase the amount of material being diverted from landfills, maximize the overall cost-effectiveness of the processes described in this document, promote the City of Austin's Zero Waste goals, and enhance awareness of recycling. Since implementing residential single-stream recycling collection in October 2008, ARR has expanded single-stream recycling collection to include City facilities.

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**3.0 SCOPE OF WORK**

**3.1 RRDOC Collections**

The current designated pickup location for the Recyclable Commodities will be the RRDOC, located at 2514 Business Center Drive, Austin, TX 78744. The City reserves the right to change the pickup location or add pickup locations upon 30 calendar days' notice to the Contractor. All costs associated with providing collections containers ("Containers"), pickup, delivery, sorting, marketing, and all other required services shall be the responsibility of the Contractor and should be factored into the pricing offered.

**3.1.1 Estimated Breakdown of Materials**

For FY19, ARR received 688 tons of Recyclable Commodities, including 445 tons of baled old corrugated containers ("OCC"). The approximate breakdown of the estimated projection is as follows:

- A. 4% aluminum;
- B. 60% paper and cardboard;
- C. 26% containers (plastic, steel cans, and glass); and
- D. 10% residual (material that cannot be recycled).

**3.1.2 RRDOC Collection Schedule**

3.1.2.1 Initial collections at the RRDOC will be on an as-needed basis. The City will request approximately 50 collections annually (of which approximately half will be Containers and half bales of cardboard). The City reserves the right to increase or decrease collection frequency.

3.1.2.2 The City will notify the Contractor to provide a 24-hour pickup time frame and specify the type of pickup (Container or baled collection). The Contractor shall be responsible for loading the bales. The Contractor shall have equipment capable of transporting bales of cardboard, such as a truck with a flatbed trailer, and also have equipment capable of picking up a full Container and delivering an empty one.

3.1.2.3 The City may choose at its discretion to use City equipment to transport Containers or bales of cardboard to the Contractor's facility.

**3.1.3 Container Requirements**

The initial Container size will be a 20-yard single-stream recycling Container. The number and size of Containers are subject to change at the City's discretion based upon the volume of Recyclable Commodities dropped off by citizens. The Contractor shall provide pricing for both 20- and 40-yard Containers and the price per Container of each size shall remain the same regardless of the number of Containers requested for the first 12 months.

**3.2 In-House Recycling Collections**

ARR's In-House Recycling collections crews ("ARR Crews") are responsible for providing weekly collection of Recyclable Commodities from 96-gallon carts at approximately 165 City facilities. ARR

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Crews will deliver these Recyclable Commodities to the Contractor's SSMRF based on the collection schedules below.

**3.2.1 Estimated Breakdown of Materials**

For FY2020-2021, the City projects collecting over 300 tons of In-House Recyclable Commodities. This estimated projection breaks down approximately as follows:

- A. 65% paper;
- B. 25% containers (plastic, steel cans, aluminum, and glass); and
- C. 10% residual (material that cannot be recycled).

**3.2.2 In-House Collection Schedule**

The Contractor shall perform the services described herein in a manner that accommodates regular recycling collection schedules and holiday collection schedules. Hours, days, and dates of ARR's In-House Recycling collections operations ("Operations") are subject to change. The Contractor is responsible for adapting to any changes to Operations schedules.

3.2.1.1 Regular Collection Schedules: ARR Crews regularly operate between the hours of 6:00 a.m. and 6:00 p.m., Central Time, Monday through Friday. However, it is not uncommon for Operations to continue past 6:00 p.m. during the holidays.

3.2.1.2 Holiday Collection Schedule: ARR has a holiday schedule (please reference Attachment A: Holiday Collection Schedule) based on the holiday schedule approved by City Council. On these collection holidays, ARR Crews will not deliver Recyclable Commodities to the Contractor's SSMRF. ARR will provide the Contractor with an updated Holiday Collection Schedule on an annual basis.

3.2.1.3 Slide Schedule: If a holiday is observed during the work week, collections will occur on the following Saturday. ARR refers to this as a "slide" schedule. It is anticipated that ARR Crews will deliver Recyclable Commodities to the Contractor's facility on the next business day following any Saturday collection.

3.2.1.4 Inclement Weather: If inclement weather or natural disaster prevents ARR Crews from working on normally scheduled workdays (Monday through Friday, and Saturdays after certain holidays), the Contractor shall be required to perform the services specified herein on whatever days or portion of days ARR Crews make up the Operations. In the event that ARR Crews are prevented from starting work or are forced to stop work before completion on a normally scheduled workday due to inclement weather or natural disaster, ARR will notify the Contractor of the work stoppage within 24 hours of the event affecting work stoppage and communicate ARR's anticipated plan to return to a normal work schedule. Any changes to this plan will also be communicated to the Contractor. Once the factors causing the work stoppage have passed, ARR will notify the Contractor within 24 hours that ARR Crews are returning to work. The City may send notification by text, email, or phone call.

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**3.3 Materials Types and Market Prices**

**3.3.1 Material Types**

The Contractor shall pick up, process, market, and sell the Recyclable Commodities collected by ARR Crews. ARR does not require its customers to flatten plastic, metal, and aluminum containers. In addition, plastic bags, labels, lids, nozzles, and metal neck rings may also be present in the Recyclable Commodities delivered to the City and placed in the Contractor-provided Container. The Contractor shall be responsible for opening any plastic bags to retrieve Recyclable Commodities. Recyclable Commodities include:

- A. Newsprint ("ONP #8"): Includes newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspapers distributed in the Austin area;
- B. Old Corrugated Containers ("OCC"): Includes boxes with unbleached and unwaxed paper with ruffled liners. Approximately 95% of the OCC received at the RRDOC will be shipped in bales;
- C. Mixed Paper ("MXP"): Includes office paper (computer paper, white ledger, copier paper, office stationery, etc.), magazines, junk mail, paperboard, and telephone directories (NOTE: May include shredded paper.);
- D. Plastics: Includes plastic bottles, containers, and packages made from various resins including polyethylene terephthalate ("PETE"), high-density polyethylene ("HDPE") Natural, HDPE Color, and Plastics 1–7;
- E. Used Aluminum Beverage Cans ("UBC"): Includes beverage cans made of aluminum;
- F. Tin Cans: Includes food, beverage, nonfood, and aerosol cans made of mixed metal, such as tin and steel;
- G. Glass: Includes glass containers, bottles, and jars, including amber, flint, green, mixed, and/or crushed glass; and
- H. Scrap Metals: Includes a mixture of ferrous and non-ferrous metal consumer products.

NOTE: ARR reserves the right to add or delete Recyclable Commodities at any time. ARR will provide the Contractor a minimum of 30 calendar days' notice before Recyclable Commodities are added or deleted.

**3.3.2 Market Prices Structure**

This revenue price structure shall be a percentage of the published market prices effective as indicated below, or the actual selling prices, whichever is higher. The Contractor may bid a floor price (minimum price) and a ceiling price (maximum price) as a "collar" for each commodity which may be utilized in calculating net revenue to the City. Unless otherwise agreed upon, the pricing shall be based upon the following market prices, and shall utilize the regional high price from the first monthly published values from [SecondaryMaterialsPricing.com](http://SecondaryMaterialsPricing.com), Houston (Southcentral USA) Region for pricing unless another index is listed (materials with an asterisk below list a different index):

<b>ONP #8</b>	Sorted Residential Papers - SRNP (Grade PS 56)
<b>OCC</b>	Corrugated Containers (Grade PS 11)
<b>MXP</b>	Mixed Paper - MP (Grade PS 54)
<b>PETE</b>	PET (Baled, ¢/lb, picked up)

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<b>HDPE Natural</b>	Natural HDPE (Baled, ¢/lb, picked up)
<b>HDPE Color</b>	Colored HDPE (Baled, ¢/lb, picked up)
<b>Plastic 3–7</b>	Commingled (#3-7, Baled, ¢/lb, picked up)
<b>UBC</b>	Aluminum Cans (Sorted, Baled, ¢lb, picked up)
<b>Tin Cans</b>	Steel Cans (Sorted, Baled, \$/ton, picked up)
<b>*Glass</b>	Contractor’s Selling Price
<b>*Scrap Metals</b>	AMM Scrap, Ferrous, No. 2 Bundles, Consumers/Houston (High Price), 15th of the Month Published Values

NOTE: AMM stands for American Metals Market.

**3.4 SSMRF Requirements**

The Contractor shall perform all tasks pertaining to a SSMRF. At a minimum, these tasks shall include receiving, sorting, processing, marketing, and selling non-residential Recyclable Commodities. The location of the SSMRF shall be within a 25-mile radius of the State Capitol.

**3.4.1 Facility Capacity**

The Contractor’s SSMRF shall accommodate the annual and daily estimated tonnage of Recyclable Commodities collected. The SSMRF’s capacity shall also accommodate potential increases in the recycling tonnage delivered during the contract period. The City anticipates an increase of 5 percent each calendar year.

**3.4.2 Applicable Laws and Regulations**

All SSMRF operations shall be in compliance with all applicable Texas Commission on Environmental Quality (“TCEQ”), and other federal, state, and local laws, rules, and regulations.

**3.4.3 Continuity of Facility Operations**

In the event that the Contractor’s SSMRF is unable to accept any collected Recyclable Commodities from Operations, it shall be the Contractor’s sole responsibility to arrange for offsite processing or storage. All offsite processing or storage shall be in compliance with federal, state, and local laws, rules, and regulations. The Contractor shall be solely responsible for any costs associated with off-site processing or storage.

**3.4.4 Unloading Site**

The Contractor’s SSMRF shall have entry and exit openings that are large enough to safely accommodate ARR collection vehicles, including rear-loading trucks. The tipping floor capacity at the SSMRF shall be able to accommodate all material unloaded from ARR recycling trucks daily, with a minimum capacity of two tons per day (although no quantities are guaranteed).

**3.4.5 Unloading Time**

Turnaround time in the SSMRF shall not exceed 15 minutes after the initial weigh-in, barring any unique, infrequent circumstances beyond the control of SSMRF operations. ARR vehicles shall have unloading priority.

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**3.5 Marketing and Selling Recycling Commodities and Revenue Share**

- 3.5.1 The Contractor shall market and sell all collected Recyclable Commodities to recycling vendors or manufacturers that reuse or recycle the materials collected.
- 3.5.2 The Contractor shall arrange and deliver all Recyclable Commodities to an end market or to an intermediate collection center for later delivery to an end market.

**3.6 Rejection and Disposal Requirements**

**3.6.1 Rejected Loads**

The Contractor shall immediately notify the designated Contract Operations Manager (as defined in Section 5.1, Contract Operations Managers) if any truck associated with these services delivers a load to the SSMRF that appears to have a non-recyclable contamination rate higher than 30 percent. The City reserves the right to have a representative inspect the load for contamination. If the City is unable to send a representative to inspect the load, photos shall be provided to the designated Contract Operations Manager (or designated representative) via email within two hours of the occurrence showing overall load, contaminants, and truck number or license plate number. Upon agreeing the contamination is higher than 30 percent, the Contractor will still process the load, and the City will pay rates for disposal.

**3.6.2 Rejected Material at Market**

If the Recyclable Commodities are rejected at market due to a 50 percent or greater contamination or due to not fulfilling current market specifications, then the Contractor shall, at its option:

- A. Bring Recyclable Commodities back to the SSMRF for reprocessing. The Contractor shall pay for the transportation costs of both sending and returning the Recyclable Commodities;
- B. Accept a lesser value for the Recyclable Commodities in which case the Contractor shall pay ARR the regular agreed upon revenue share as if the Recyclable Commodities had been sold at the normal price of non-rejected Recyclable Commodities; or
- C. Legally dispose of the rejected materials at the pre-designated disposal site (as specified in Section 7.1.4, Confirmation of Facilities Used) at the Contractor's expense and pay ARR the regular agreed upon revenue share for the material not recycled as if the material had been sold at the normal price of non-rejected Recyclable Commodities.

**3.6.3 Disposal Manner**

The Contractor shall not dispose of any materials in any manner considered "waste to energy" including but not limited to: burning, incineration, gasification, pyrolysis, or plasma arch technology. All disposal of non-recyclable (residual) material shall be done at a TCEQ-permitted disposal facility at the Contractor's expense.

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**4.0 OTHER RESPONSIBILITIES OF THE CONTRACTOR**

**4.1 Project Manager**

The Contractor shall provide a Project Manager who shall oversee the contract. The Contractor shall also provide contact information for the Project Manager and for an alternate contact person who must be available by telephone between 7:00 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.

**4.2 Material Composition Studies**

4.2.1 Within 30 days of contract execution and on an annual basis thereafter, the Contractor shall conduct a material composition study for the collections made at the RRDOC and for the materials dropped off via In-House Recycling collections.

4.2.2 Each composition study shall separately reflect the items and information listed below for both the RRDOC collections and the In-House Recycling. Each study shall:

- A. Determine the contamination rate;
- B. Determine tonnages and percentages of each Recyclable Commodity; and
- C. Include the total tonnage of Recyclable Commodities sorted during the study.

4.2.3 The Contractor and the City shall come to a mutual agreement on the dates of the composition studies. The Contractor shall initiate contact to discuss the composition study dates. A representative of ARR must be present during the composition studies. These studies shall be performed at no additional charge to ARR as part of the ensuing contract.

4.2.4 The City will pick the route and process(es) for these studies.

4.2.5 The Contractor shall allow ARR to review and comment on a draft of the report and shall make requested revisions until the report is accepted by the City in writing. The Contract Operations Managers will have the final approval of report. The final report from the study shall be delivered to the Contract Operations Managers via email. The revenue share for the subsequent 12-month period, beginning the following month, will be determined from the composition study, unless the parties agree otherwise.

**4.3 Compliance**

4.3.1 The Contractor shall comply with all applicable TCEQ, Occupational Safety and Health Administration ("OSHA"), and all other federal, state, and local laws, rules, and regulations.

4.3.2 All disposal sites for disposal of hazardous and non-hazardous materials utilized by the Contractor shall be properly permitted by the federal and/or state agency having jurisdiction.

4.3.3 The Contractor's facility shall be operated and maintained in a manner that is continually in compliance with all City ordinances and zoning regulations.

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- 4.3.4 The Contractor shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.
- 4.3.5 The Contractor and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state, and local laws, and Travis County and City ordinances. The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits, and other governmental approvals or authorizations required by all applicable environmental or safety laws. ARR may, at any time, terminate the ensuing contract with cause based on the Contractor's or any subcontractor's non-compliance with applicable environmental or safety laws. The Contractor shall be solely responsible for the Contractor's and any subcontractor's compliance.
- 4.3.6 If any standards under these regulations change during the course of 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.

**5.0 CITY'S RESPONSIBILITIES**

**5.1 Contract Operations Managers**

This contract will have two Contract Operations Managers, one for collections at the RRDOC and one for In-House Recycling. The Contract Operations Managers listed below will be the main points of contact at ARR, and under the ensuing contract each designated Contract Operations Manager will manage the services, operations, and communications associated with the ARR division specified in 5.1.1 and 5.1.2. The City will notify the Contractor in writing in the event there is any change in contract administration responsibilities. Email communication is preferred, but in the case of emergencies, please contact the designated Contract Operations Manager by phone.

**5.1.1 RRDOC Collections Contract Operations Manager**

The Contract Operations Manager for RRDOC-related services for this contract is Andy Dawson.

Andy Dawson, Assistant Division Manager  
City of Austin – Austin Resource Recovery  
Office Phone: 512-974-4342  
Email: [andy.dawson@austintexas.gov](mailto:andy.dawson@austintexas.gov)

**5.1.2 In-House Recycling Contract Operations Manager**

The Contract Operations Manager for In-House Recycling services for this contract is Ron Romero.

Ron Romero, Division Manager  
City of Austin – Austin Resource Recovery  
Office Phone: 512-974-4353  
Email: [ron.romero@austintexas.gov](mailto:ron.romero@austintexas.gov)

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**6.0 QUANTITIES AND OMISSIONS**

**6.1 Quantities**

Quantities provided in this IFB are estimates and for evaluation purposes only. Actual quantities may be larger or smaller. No quantities are guaranteed.

**6.2 Omissions**

It is the intent of this IFB to acquire the services described herein. All items and/or services omitted from this document that are necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor's proposal sheet.

**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 the ability to perform all obligations under the bid, shall be grounds for rejection of the bid.

**7.1.1 Experience and Facility Licenses**

The Contractor shall have a minimum of three years' continuous experience in the full-time operations of a single-stream recycling facility and shall possess all current required governmental licenses and certifications to perform the work described herein. Licenses shall be submitted with bid. The Contractor, in order to demonstrate expertise, abilities, and compliance with the minimum qualifications, shall provide a descriptive letter, outline, summary, or synopsis outlining such experience. Do not include any experience prior to 2000.

**7.1.2 History**

The Contractor shall not have any significant performance deficiencies under City contracts in the previous three years, including but not limited to, contract termination for cause, failure to maintain certain performance requirements, or outstanding financial obligations to the City. The Contractor shall submit with their bid five years of historical data indicating compliance with all regulatory requirements.

**7.1.3 Materials Accepted**

The Contractor shall confirm that they shall accept all Recyclable Commodities specified under Section 3.3.1 or specify which items they cannot accept.

**7.1.4 Confirmation of Facilities Used**

7.1.4.1 To be eligible for this contract, the Contractor shall legally dispose of residual material at a landfill facility permitted by the Texas Commission on Environmental Quality ("TCEQ"). This landfill facility shall be pre-designated by the Contractor in

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the Price Sheet and approved by the City. No changes to the location of the landfill facility shall be made without written agreement from the City through a contract amendment. No material collected under this contract may be taken for disposal to Austin Community Landfill located at 9900 Giles Ln, Austin, Texas, 78754, in accordance with the policy direction given on Item #37 at the February 20, 2020 meeting of the Austin City Council.

- 7.1.4.2 The Contractor must also obtain and maintain proper agreement with a SSMRF that can handle all Recyclable Commodities collected, respectively. The Contractor shall provide details regarding the processing facility(ies) used for recycling with their bid. Please review Section 3.4, SSMRF Requirements, for more SSMRF requirements.

**8.0 REPORTING, PERMITS, AND INVOICES**

**8.1 Reports**

**8.1.1 In-House Recycling Reports**

- 8.1.1.1 The Contractor shall submit via email to the In-House Recycling Contract Operations Manager daily weight tickets for all loads received the previous work day. At a minimum, these weight tickets shall include the following:
- A. Date, truck number, scale ticket number, and net weight for all incoming loads per day;
  - B. Daily total tonnage by type of Recyclable Commodity received for processing; and
  - C. Daily total tonnage of residuals processed.

- 8.1.1.2 The Contractor shall submit weekly and monthly reports with the same information identified in Section 8.1.1.1. These reports shall be submitted via email to the In-House Recycling Contract Operations Manager. Monthly reports for the previous month's activities shall be included with each invoice or statement, as defined in Section 8.2, Invoices and Statements. The information required in the monthly reports is listed in Section 8.2, Invoices and Statements

**8.1.2 RRDOC Collections Reports**

- 8.1.2.1 The Contractor shall provide a monthly report to the RRDOC collections Operations Manager. Monthly reports for the previous month's activities shall be included with each invoice or statement, as defined in Section 8.2, Invoices and Statements. The information required in the monthly reports is listed in Section 8.2, Invoices and Statements,
- 8.1.2.2 The Contractor shall provide an annual report summarizing totals for the previous fiscal year. This report shall be due to the RRDOC collections Contract Operations Manager via email by October 15 for the previous fiscal year (October 1 through September 30).

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**8.1.3 Other Reports**

- 8.1.3.1 The City reserves the right to request additional reports that may be required by local, state, or federal laws and/or regulations, as well as reports that may be beneficial to the City's Zero Waste initiative or correlate with the scope of work and specifications described herein. Requests for reports shall be handled in a mutually agreed upon method.
- 8.1.3.2 The Contractor shall maintain records of the cumulative Recyclable Commodity tonnages received, and those records shall be available to the City upon request.

**8.2 Invoices and Statements**

- 8.2.1 Once each month, the Contractor shall provide a separate invoice or revenue statement for RRDOC collections and In-House Recycling collections to the designated Contract Operations Manager. Each invoice or a revenue statement shall detail the information required below. If funds to cover costs are owed to the Contractor, the Contractor shall issue an invoice and follow instructions in Section 8.2.2. If revenue is due to ARR, the Contractor shall follow instructions in Section 8.2.3 and provide a revenue statement.
- 8.2.2 Invoices: Invoices shall be emailed to [ARR.AP@austintexas.gov](mailto:ARR.AP@austintexas.gov) and the designated Contract Operations Manager on or before the 15<sup>th</sup> of each month and shall be itemized for all the services provided in the prior month. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall contain the following information, at a minimum, or they will not be processed and will be returned to the Contractor for correction:
- D. A unique invoice number;
  - E. Invoice date;
  - F. The ARR-provided purchase order or delivery order number and the ARR contract number, if applicable;
  - G. Date, truck number, scale ticket number, and net weight for all incoming loads per day;
  - H. Monthly total tonnage by type of Recyclable Commodity received for processing;
  - I. Monthly total tonnage of residuals processed;
  - J. Processing payment amount due to the Contractor;
  - K. The department's name, "Austin Resource Recovery";
  - L. The name of the Contract Operations Managers;
  - M. The Contractor's name and remit to address; and
  - N. If applicable, the Contractor's tax identification number, which must exactly match the information in the Contractor's registration with the City.

NOTE: Payment due to the Contractor will not be made until all required documentation is received. ARR reserves the right to request and receive additional detail when needed.

- 8.2.3 Payment Statements: In the event payment is due to the City, payments shall be made either by check or by electronic transfer of funds. If payment is made by check, it shall be mailed on or before the 15<sup>th</sup> of the month following services to the City of Austin, Attn: ARR Accounts Receivable, P.O. Box 1088, Austin, TX 78767. If payment is made by electronic

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transfer, the Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by electronic funds transfer. The Contractor shall include the contract number on the check or in the electronic funds transmittal information. The Contractor shall email the designated Contract Operations Manager confirmation that the payment has been mailed or processed. The Contractor shall include supporting information in the email to the designated Contract Operations Manager, to include the following:

- A. Date, truck number, scale ticket number, and net weight for all incoming loads per day;
- B. Monthly total tonnage by type of Recyclable Commodity received for processing;
- C. Monthly total tonnage of residuals processed; and
- D. Revenue sharing amount due to ARR based on the formula on the Bid Sheet.

**8.3 Audits and Inspections**

- 8.3.1 Representatives of ARR, the Office of the City Auditor, other authorized City staff, or other persons authorized or contracted by the City to perform audits or inspections shall 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 calendar days after the effective date of amendment, renewal, or replacement.
- 8.3.2 Representatives of ARR, the Office of the City Auditor, other authorized City staff, or other persons authorized or contracted by the City to perform audits or inspections shall 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 provided under the contract. The Contractor and any subcontractors shall also allow access by ARR or those specified above to audit financial statements, and all environmental, safety, and training records.

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT  
RECYCLING PROCESSING SERVICES FOR CITY IN-HOUSE RECYCLING COLLECTIONS**

**Holiday “Slide” Schedule**

If any of the holidays listed below are observed during the work week, collections will occur on the following Saturday. ARR refers to this as a “slide” schedule. It is anticipated that ARR Crews will deliver Recyclable Commodities to the Contractor’s facility on the next business day following any Saturday collection.

- Thanksgiving Day
- Christmas Day
- New Year's Day

Regular Collection occurs as scheduled on all other holidays.

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT**  
**BID SHEET**  
**RECYCLING PROCESSING SERVICES FOR NON-CURBSIDE COLLECTION**  
**SOLICITATION NUMBER: IFB 1500 SLW1043**

**Special Instructions:** Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

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. Be advised that a 'no bid' may be considered as non-responsive and may result in disqualification of the bid.

Please be advised that the City makes no guarantee on the quantity, quality, market price, or resale value of the recyclable materials that will be processed as a result of this solicitation. Bid prices are all inclusive, covering all required services as detailed in the Scope of Work.

**Notes on Preparing Bid Sheet/Price Schedule in Section 1 and 2**

1. The contract shall have an Escalator Pricing Structure. The Escalator Pricing Structure shall apply to all contract terms, including all extension options.
2. Estimated Annual Tons and Example Prices for each commodity are provided for Bid Evaluation Purposes Only. No quantities or prices are guaranteed.
3. Bidder shall provide the Percent of Market Price (Column 'E') that will be offered to the City for each commodity.
4. Bidder shall provide the Processing Fee Per Ton (Column 'F') that will be charged to the City for processing each commodity.
5. OPTIONAL: Bidder shall provide the Floor Price (minimum price) per ton (Column 'H') being proposed for each commodity.
6. Bidder is to provide the Estimated Revenue to the City or Estimated Payment to the Contractor. (NOTE: If a proposed Floor Price is provided that is higher than the Example Price Per Ton, the City will make calculation adjustments during the evaluation process.)

**Formula for Calculating Estimated Revenue to City or (Payment to Contractor) is as follows:  $(C * D * E) - (C * F) = G$**

<b>1.0 Recycling Collections at the RRDOC (Picked up at the RRDOC)</b>							
A	B	C	D	E	F	G	H
Item No	Recycling Commodity	Estimated Annual Tons	Example Price Per Ton	Fixed Percent of Market Price Offered	Fixed Processing Fee Per Ton	ESTIMATED REVENUE TO CITY or (ESTIMATED PAYMENT TO CONTRACTOR)	Fixed Floor Price Per Ton
1.1	ONP #8	15	\$65.00	70%	\$75	\$ (442.50)	\$ -
1.2	OCC	515	\$95.00	70%	\$75	\$ (4,377.50)	\$ -
1.3	MXP	113	\$60.00	70%	\$75	\$ (3,729.00)	\$ -
1.4	PETE	6	\$280.00	70%	\$75	\$ 726.00	\$ -
1.5	HDPE Natural	8	\$750.00	70%	\$75	\$ 3,600.00	\$ -
1.6	HDPE Color	3	\$400.00	70%	\$75	\$ 615.00	\$ -
1.7	Plastic 3-7	8	\$0.40	70%	\$75	\$ (597.76)	\$ -
1.8	UBC	11	\$940.00	70%	\$75	\$ 6,413.00	\$ -
1.9	Tin Cans	15	\$33.00	70%	\$75	\$ (778.00)	\$ -
1.10	Glass	35	\$0.00	70%	\$75	\$ (2,625.00)	\$ -
1.11	Scrap Metals	2	\$0.00	70%	\$75	\$ (150.00)	\$ -
1.12	Residual Material	28	\$0.00	0%	\$ 32.00	\$ (2,100.00)	\$ -
<b>SECTION 1 TOTAL ESTIMATED REVENUE TO CITY (OR ESTIMATED PAYMENT TO CONTRACTOR) =</b>						\$	(3,446.26)

2.0 In-House Recycling (Dropped off by the City at the SSMRF)							
A	B	C	D	E	F	G	H
Item No	Recycling Commodity	Estimated Annual Tons	Example Price Per Ton	Fixed Percent of Market Price Offered	Fixed Processing Fee Per Ton	ESTIMATED REVENUE TO CITY or (ESTIMATED PAYMENT TO	Fixed Floor Price Per Ton
2.1	ONP #8	30	\$45.00	70%	\$75	\$ (1,305.00)	\$ -
2.2	OCC	47	\$65.00	70%	\$75	\$ (1,386.50)	\$ -
2.3	MXP	38	\$55.00	70%	\$75	\$ (1,387.00)	\$ -
2.4	PETE	5	\$440.00	70%	\$75	\$ 1,165.00	\$ -
2.5	HDPE Natural	3	\$620.00	70%	\$75	\$ 1,077.00	\$ -
2.6	HDPE Color	2	\$520.00	70%	\$75	\$ 578.00	\$ -
2.7	Plastic 3-7	21	\$150.00	70%	\$75	\$ 630.00	\$ -
2.8	UBC	34	\$1,240.00	70%	\$75	\$ 26,962.00	\$ -
2.9	Tin Cans	16	\$122.00	70%	\$75	\$ 166.40	\$ -
2.10	Glass	21	\$8.00	70%	\$75	\$ (1,457.40)	\$ -
2.11	Scrap Metals	2	\$122.00	70%	\$75	\$ 20.80	\$ -
2.12	Residual Material	31	\$0.00	0%	\$32	\$ (992.00)	\$ -
SECTION 2 TOTAL ESTIMATED REVENUE TO CITY (OR ESTIMATED PAYMENT TO CONTRACTOR) =						\$	24,071.30
SECTION 1 AND 2 TOTAL ESTIMATED REVENUE TO CITY (OR ESTIMATED PAYMENT TO CONTRACTOR) =						\$	20,625.04

3.0 List of Facilities		
Please list below the SSMRF and disposal facility(ies) that will be used under this contract. Please attach the authorizations and permits for these facilities to your bid.		
Facility Type (Recycling or Trash)	Facility Name	Facility Address
Recycling	Balcones Recycling	9301 Johnny Morris Rd Austin Tx 78724
Trash	Williamson County Landfill	600 County Road 128 Hutto, Texas 78634

<b>4.0</b>	<b>Container Rentals</b>			
Item No.	Size	Estimated # of Hauls Per a Year	Price Per Haul	Extended Price
4.1	20 Yard Container	30	\$ 126.00	\$ 3,780.00
4.2	40 Yard Container	30	\$ 126.00	\$ 3,780.00
TOTAL EXTENDED PRICE SECTIONS 1-4				\$ 7,560.00
<b>Please check the boxes below as confirmation.</b>				
<input checked="" type="checkbox"/>	Demonstration of applicable experience (Scope of Work, Section 7.1.1)			
<input checked="" type="checkbox"/>	5 years of historical data indicating compliance with all regulatory requirements (Scope of Work, Section 7.1.2)			
<input checked="" type="checkbox"/>	Confirmation of acceptance of all Recyclable Commodities (Scope of Work, Section 7.1.3)			
<input checked="" type="checkbox"/>	Proof of processing facilities' authorizations and permits(Scope of Work, Section 7.1.4)			
<input checked="" type="checkbox"/>	Written list and location(s) of the SSMRF and all disposal facilities that will be used (Scope of Work, Section 7.1.4)			
<input checked="" type="checkbox"/>	Offer and Certifications packet			
<input checked="" type="checkbox"/>	<b>I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID.</b>			
<input checked="" type="checkbox"/>	<b>I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID.</b>			
PRINTED NAME: ___ Bob McGivney _____				
EMAIL ADDRESS: ___ bob3@balconesresources.com _____				