

By signing below, I represent and certify that I am submitting a binding Offer and am authorized to bind the Offeror to fully comply with the Solicitation to which I submit this Offer. I acknowledge that I have received, read, and understood the entire solicitation document packet sections, including any addenda issued, and agree to be bound by its terms. I understand and agree that Offers submitted with incomplete and/or unsigned Offer Sheets will not be considered and will be rejected as non-responsive.

By submitting this Offer, I certify the following statements are true now and will be for the term of any resulting contract:

1. That my firm and its principals (collectively “we” or “us”) are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.
2. That we have not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Proposal or the terms or conditions of this Proposal.
 - b. paid or agreed to pay any other person, firm, corporation Proposer or potential Proposer 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 Proposal or the Proposal of any other Proposer.
3. That we have 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, we have 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 Proposers, so as to have an unfair advantage over other Proposers, provided that we may have provided relevant product or process information to a consultant in the normal course of its business.
4. That we have not participated in the evaluation of Proposals or other decision making process for this Solicitation and, if we are awarded a Contract, no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with us, 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 we may have provided relevant product or process information to a consultant in the normal course of its business.
5. In accordance with Chapter 176 of the Texas Local Government Code, that we:
 - a. do 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
 - b. have 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. do 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.

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

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

Rules. https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77

7. Pursuant to City Council Resolution No. 20191114-056, we 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. If the City determines in its sole discretion that we have, during the term of the resulting Contract, engaged in any such practices, the City may terminate this Contract without penalty to the City.


8. Pursuant to Texas Government Code §2271.002, we verify that we do not boycott Israel and will not boycott Israel during the term of the resulting contract.

9. Pursuant to Texas Government Code Chapter 2274, we verify that if we have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of any City contract, that we are not owned by or the majority of stock or other ownership interest of our firm is not held or controlled by:

- a. individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
- b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
- c. headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

10. Pursuant to Texas Government Code Chapter 2274, we verify that, if we have 10 or more full-time employees: (1) we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the resulting contract against a firearm entity or firearm trade association.

11. Pursuant to Texas Government Code Chapter 2274, we certify that, if we have 10 or more full-time employees: (1) we do not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Company Name: Clean Harbors Environmental Services, Inc.
Company Address: 42 Longwater Drive
City, State, Zip: Norwell, MA 02061-9149
City Vendor Registration No. : CLE7163070
Printed Name of Officer or Authorized Representative: George L. Curtis
Title: EVP Pricing & Proposals
Signature of Officer or Authorized Representative: 
Date: February 17, 2023
Email Address: (Local Contact: Filmore "Paul" Bordelon) - bordelon.filmore@cleanharbors.com
Phone Number: 512.673.9502

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 5000 NA230000175
Printed Name of City's Authorized Procurement Staff: Erin D'Vincent
Title of City's Authorized Procurement Staff: Procurement Manager
Signature: Erin D'Vincent Digitally signed by Erin D'Vincent
Date: 2023.06.09
14:55:45 -05'00' Date: 6/9/2023
Email: erin.dvincent@austintexas.gov Phone: 512-974-3070

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

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

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, unless specified otherwise in the Scope of Work, 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. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.**
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

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.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

- 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 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:

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

- 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 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 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, including security audits, 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.

1.8 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.

1.9 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.

1.10 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.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

1.11 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.

1.12 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. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.13 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.

1.14 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. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.15 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.

1.16 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

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 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.

1.18 INDEMNITY:

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

- (1) "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- (2) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
- (3) 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:
 - i. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
 - ii. 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;
 - iii. 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;
 - iv. 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
 - v. 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 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.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

- C. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
 - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS REASONABLE 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.
- D. 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.
- E. 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.

1.19 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.

1.20 CONFIDENTIALITY:

The Parties may be granted access to certain of the other Party's or Licensor's Confidential Information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Party or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing Party and its licensors. The receiving Party (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 disclosing Party, 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 receiving Party agrees to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective Order. The receiving Party agrees to use protective measures no less stringent than the receiving Party uses in its business to protect its own most valuable information. In all circumstances, the receiving Party's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. The Parties agree: (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, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

authority with proper jurisdiction, so as to permit disclosing Party reasonable time to seek an appropriate protective order.

- B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- C. No expiration or termination of the Contract shall affect either Party's rights or obligations with respect to Confidential Information.
- D. 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.
- E. 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.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. 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
 - (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.

1.22 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.

1.23 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.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 WAIVER:

The claim or right arising out of a breach of the Contract cannot 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.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

1.30 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.

1.31 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.

1.32 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 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.

1.33 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.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

1.34 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.

1.35 HOLIDAYS:

Dates for the holidays observed by the City can be found here <https://www.austintexas.gov/department/official-city-holidays>. 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.

1.36 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.

1.37 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.

1.38 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.

1.39 ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

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. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of Contract award and remain in effect until Contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards 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:

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CUUR0000SEHG02	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: US City Average	
Description of Series ID: Garbage and trash collection in US city average	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

1.40 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 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
Austin, Texas 78767
OR PURInsuranceCompliance@austintexas.gov
- 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.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

- 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 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

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables 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 Final Acceptance Date. The maintenance period shall not begin until after the Final Acceptance Date and no associated maintenance fees will be charged until commencement of the maintenance period. 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.

2.4 PLACE AND CONDITION OF WORK:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

2.5 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

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

2.6 LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austinTexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$20.00 per hour, unless Published Wage Rates are included in this Solicitation. In addition, the City may stipulate higher wage rates in certain Solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$20.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act.
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first Invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available on-line at https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of Contract award with the respective Invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the Contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in Paragraph C above to verify compliance with this provision.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

2.7 CONVENTION CENTER CONTRACTOR OR SUBCONTRACTOR ACCESS REQUIREMENTS

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below.

Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

1. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Operations Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Operations Center or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
2. Contractors, Contractor's Subcontractors, or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
3. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
4. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes(events, shows, etc.) is prohibited.
5. Any ACCD employee may check an individual's status or contact Security Operations Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
6. Restricted areas of the facility with signs stating "Authorized Personnel Only", "Restricted Access", "Client Access Only" or "No Access" are off limits to all persons except those authorized.
7. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
8. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Operations Center to be checked-in.
9. Due to security and safety concerns, Contractors, and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
10. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
11. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
12. Temporary badge/access devices issued to contractors, subcontractors, or temporary workers must be returned to the Security Operations Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

2.8 AUS WORKFORS SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. **Airport Security:** Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- B. **Security Badges:** Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All Contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
- C. **Background Investigation:** An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The City of Austin, Department of Aviation shall incur the costs of fingerprint check and administrative fee for Contractor personnel that require access to the airport site.
- D. **Badge Fees:** The City of Austin, Department of Aviation shall incur the cost of the airport security badge, for each Contractor employee, subcontractor or agent assigned to work on this contract and requires access to the airport site. Contractor is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$65; 2nd replacement - \$90; 3rd replacement - \$115; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section. Loss or failure to return a non-expired security access badge or other security item will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.
- E. Each employee, subcontractor or agent who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one hour in length, at no cost to the Contractor.
- F. The Contractor shall comply with all other security requirements imposed by the City. The City will provide the Contractor with written notice of any revision to the security requirements. Contractor shall ensure that all employees and subcontractors are kept fully informed of all security requirements and shall update employees, subcontractors and agent as those requirements are revised.

2.9 GENERAL WORKFORCE SECURITY CLEARANCE AND ID:

- A. Access to City buildings by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to City buildings at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving City buildings and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

3 DEFINITIONS

- 1. **"Affiliate"** – including but not limited to, (i) Contractor's parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Contractor as they may change from time to time and (ii) Users, as they may change from time to time.
- 2. **"Amendment"** – a written document executed by both Parties that modifies the terms of this Contract, including referenced attachments.
- 3. **"Authorized Persons"** – the Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract.
- 4. **"Change Order Request"** – the written document provided by the City to Contractor requesting changes to Contractor's obligations under this Contract.
- 5. **"Change Order Response"** – the written document provided to the City by Contractor in response to City's Change Order Request.
- 6. **"City Confidential Information"** – (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential Information, (d) Personal Identifying Information, (e) Restricted Data , and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.
- 7. **"City Data"** – data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person.
- 8. **"City Identified Contact"** – the person or persons designated in writing by the City to receive security incident notifications.
- 9. **"City"** – the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.
- 10. **"Cloud Service"** – any Service made available to Users via the Internet from a provider's servers as opposed to being provided from the City's own on-premises servers. In this instance, it would mean such Services provided by the Contractor.
- 11. **"Confidential Information"** – all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; **"City Confidential Information"** is a subsets of Confidential Information.
- 12. **"Contract"** – the final general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor and any attachments and appendices attached thereto.
- 13. **"Contract Price"** – the total amount to be paid to Contractor under any Purchase Order as it may be adjusted or changed in accordance with the terms of the final Contract.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

14. **“Contractor”** – the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
15. **“Contractor Information”** – all techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractors in connection with the Services provided to City.
16. **“Contractor Software”** – software that was developed or licensed to Contractor independent of this Contract and which Contractor utilizes to provide the Subscription Services or the Non-subscription Services.
17. **“Data Breach”** – the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City’s or City’s customers’ unencrypted Personally Identifiable Information or City Confidential Information.
18. **“Documentation”** – the documentation created by the Contractor for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Contractor shall make no claim to such Deliverables.
19. **“Facility”** – the City designated facility or location set forth in the Purchase Order where Services are to be performed by Contractor or Supplier or software installed.
20. **“FACTA”** – the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x.
21. **“Final Acceptance Date”** – the date upon which the City confirms that all Services and Work Products have been completed and tested and function in accordance with the terms of the Contract.
22. **“IaaS Subscription Schedule”** – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the IaaS services.
23. **“Infrastructure-as-a-Service” (IaaS)** – the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).
24. **“Non-Public Data”** – data typically considered internal and used for city business or mission needs. All information is considered Non-Public unless otherwise classified or explicitly defined through the Information Governance Program or official policy or procedural documents.
25. **“Public Data”** means data typically created for public release or released to the public through management decision and/or a public information request.
26. **“Restricted Data”** means data typically exempt from public disclosure requirements under the provisions of applicable state or federal law. Examples of restricted information are regulated and confidential data.
27. **“Non-Subscription Services”** – the Services provided to City by Contractor under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Contractor under this Contract, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other Services it provides.
28. **“PaaS Subscription Schedule”** – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the PaaS services.
29. **“Party” or “Parties”** – the City and Contractor, individually or together, as applicable.
30. **“Personally Identifiable Information”** – information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes, but is not limited to, personal information and/or personal data. Some forms of PII are considered Restricted Data and require additional protection, including, but not limited to, Sensitive Personal Information (SPI), Sensitive and/or Protected PII, and Protected Health Information (PHI).

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

31. **"Platform-as-a-Service"** (PaaS) – the capability provided to the City to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
32. **"Purchase Order"** – the general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor under this Contract and any attachments and appendices attached thereto.
33. **"SaaS Software Application"** and **"SaaS Software"** – the computer software listed on a SaaS Subscription Schedule to which Contractor has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Contractor develops or deploys during the term of this Contract, together with all documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.
34. **"SaaS Subscription Schedule"** – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the SaaS Software Application.
35. **"Security Incident"** – any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or violation or imminent threat of violation of industry standard security practices.
36. **"Service Level Agreement" (SLA)** – a written agreement between both the City and the Contractor that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.
37. **"Service Levels"** – the performance specifications for work performed by the Contractor under a SaaS Subscription Schedule or Statement of Work.
38. **"Services"** – work, direction of work, installation services, technical information, technical consulting, software programming and development, software maintenance and support services, or other professional and technical services furnished by Contractor as described in detail in the final Contract.
39. **"Software"** – the computer programs in source code, object code or binary form or in any other form, including any related or included computer programs, whether owned by Licensor or licensed to Licensor by a third party which has authorized Licensor to sublicense such computer programs, and including any documentation or related materials concerning the application, use, training of users, theory of operation, maintenance or any other aspect of the Software.
40. **"Software-as-a-Service" (SaaS)** – the Services provided to the City to use the Contractor's offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
41. **"Specifications"** – those technical specifications attached to the Contract and to which the Services and Work Products supplied by Contractor must conform.
42. **"Statement/Scope of Work"** – a written statement of Deliverables including Services and, ultimately, the Contract, which describes the City's Service needs and expectations.
43. **"Subscription Services"** – City's access to and use of and Contractor's provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.
44. **"Third Party"** – any natural person or legal entity other than Contractor and City.

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS

- 45. **"Transition Date"** – the date upon which it is established to City's satisfaction that the SaaS Software Application is stable enough to support City's production processing.
- 46. **"User Information"** – all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.
- 47. **"User"** – City's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.
- 48. **"Work Product"** – all deliverables and other materials, products or modifications developed or prepared for City by Contractor under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Contractor under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Contractor's Software.

CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078

1.0 PURPOSE

The Contractor shall collect, transport, process, and dispose of household hazardous waste collected at the City's Household Hazardous Waste Collection Facility (HHW) and hazardous waste, Universal Waste, and Class 1 waste generated by the City at industrial City facilities (City Facilities), as well as to provide emergency response remediation services for hazardous and non-hazardous solid waste (Solid Waste) spills on City property including City streets, and right-of-way. Hazardous wastes are defined in the Code of Federal Regulations (CFR) Part 261 (40 CFR 261.3). Universal Wastes are defined in 40 CFR Part 273. Class 1 wastes are defined in the Title 30 in the Texas Administrative Code (30 TAC 335.1). This Scope of Work (SOW) establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

2.0 BACKGROUND

The City operates the HHW as a permanent facility at the Recycle and Reuse Drop-Off Center (RRDOC) located at 2514 Business Center Drive, Austin, Texas 78744. Six days per week, household hazardous waste is collected by the City and stored at the RRDOC in accordance with regulations specified by the Texas Commission on Environmental Quality (TCEQ) and the US Environmental Protection Agency (EPA).

An estimated list summarizing the City's current and anticipated service locations and collection needs is included as Attachment A. Attachment A also summarizes the current estimated departments, container types, sizes, quantities, collection frequencies, and treatment methods. This information should be used to provide accurate costs in the price sheet. The City reserves the right to add or delete City departments and locations through the life of the contract.

The Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for five years or the City terminates the Contract.

3.0 SCOPE OF WORK

The Contractor shall be responsible for the collection, transportation, processing, and all resources required by local, state, and federal law to properly dispose of and/or recycle all hazardous waste streams generated by the City. The Contractor shall also provide all necessary labor, equipment, vehicles, and containers required for the collection, packing, loading, labeling, manifesting, and disposal of lab packs. The Contractor shall supply all necessary labor, equipment, and vehicles for the collection, manifesting, transportation, and offsite processing of wastes as described herein.

3.1 Hazardous Waste, Universal Waste, and Class 1 Collection Services

3.1.1 Routine Services at City Facilities

- A. Routine services at these facilities shall be on a pre-defined scheduled collection frequency, mutually agreed upon, in writing, between the City and the Contractor after contract award, but prior to services commencing. The unit

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

prices for services shall be based upon the size, type of container, and type and quantity of waste. Routine services also include collection of wastes from City Facilities that have accumulated over a period of time on an “on-call” basis. These collections may take place at any City facility.

- B. The City will provide an updated list of City Facilities and the containers and services required as needed during the contract to the awarded Contractor. Additionally, a list of facilities, contacts, and phone numbers shall be exchanged between the City and the Contractor after notification of contract award. Service locations, departments, quantities, and collection frequencies are subject to change throughout the term of the contract at the discretion of the City.

3.1.2 Emergency Response: The City requires rapid response remediation services for hazardous and non-hazardous Solid Waste spills on City properties that are not the responsibility of a specific City department, such as road rights-of-way, drainage-ways, and/or materials found abandoned on City right-of-ways. The Contractor shall be able to respond to any and all hazardous and non-hazardous material spills on land or water and be able remediate the site in accordance with local, state, and federal regulations. Contractor’s remediation service shall include restoration of the site according to local, state, and federal standards. The goal of the remediation shall be to return the site to pre-spill conditions.

- A. Rapid Response Remediation: The Contractor shall respond on-site in accordance with one of the three levels of response listed below, as defined in Section 11, Definitions. The City will determine the level of response and provide that information to the Contractor at the time of notification. The three levels include:
 - 1. Rapid Response;
 - 2. Standard Response; or
 - 3. Scheduled Response.
- B. Available Staff: The Contractor shall supply all supervisory staff, technical personnel, labor, equipment, and materials to remediate contaminated sites in accordance with applicable local, state, and federal requirements and industry standards.
- C. Written Estimate: The Contractor shall provide a cost estimate for the City’s written approval prior to beginning work. Should the nature of the incident require work to begin before a written estimate can be provided, the Contractor may begin work with verbal approval of the City.
- D. Site Assessment: The Contractor shall perform all sampling necessary for site assessment and verification of remediation, as directed by the City. The Contractor shall have equipment and personnel available to sample known and unknown materials, surface water, sludge, surface soils, and subsurface soils to

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

a depth of eight feet. Samples shall be handled and stored in a manner in accordance with TCEQ and EPA protocols and methods. If requested by the City, the Contractor shall provide all sample analysis required. Analysis of samples shall be performed by a TCEQ certified laboratory using standard EPA protocols. Copies of all sample results shall be provided to the City Contract Monitor for the specific requesting department as soon as possible, but within two weeks of testing. Rush processing of samples shall be done only with prior written approval from the City.

3.1.3 RRDOC Collections

- A. City Collection: Six days per week, the City will accept and collect household hazardous waste from the public to be stored at the RRDOC. Collection by the City will include segregation and packaging of waste into Department of Transportation (DOT) approved shipping containers supplied by the Contractor.
- B. Materials: Materials accepted include, but are not limited to:
 - 1. Pesticides;
 - 2. Herbicides;
 - 3. Paints;
 - 4. Solvents;
 - 5. Car care products; and
 - 6. Cleaning agents.
- C. Schedule: Waste will normally be picked up weekly from the RRDOC on a pre-arranged day of the week (determined by the City). The schedule may vary due to holidays and other events taking place within the City. During the morning of waste pick up from the RRDOC, the Contractor shall arrive at a time mutually agreed upon with the City. All prep work, including but not limited to labeling, determination of unknown materials, manifesting, and other paperwork shall be completed by the Contractor on the same day by the time of RRDOC close of business (close of business will be later defined by the Contract Monitor). The Contractor shall have all necessary equipment and manpower to complete the loading and shipping operation.

3.1.4 Additional Temporary Collection Services

The Contractor shall also provide additional collection services in the form of mobile collection events up to twice per fiscal year. These additional temporary collection services may occur during non-regular business hours and on weekends. The Contractor shall provide all personnel, vehicles, equipment, and necessary resources required to perform all these services under the provisions of this contract, which include collection, segregation, and transportation of household hazardous waste away from the event site for proper treatment, recycling, or disposal. The City will work with the awarded Contractor to define an agreed upon approach for all mobile collection events. The City and the Contractor will come to

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

an agreement on collection schedule, appropriate sites, and logistical considerations.

- A. Point of Contact – The City will request a point-of-contact person for each temporary collection service. The Contractor shall provide the email and cell phone number of the point-of-contact person to be available immediately by telephone for troubleshooting and other issues within 48 hours of initial request from the City. The Contractor's point-of-contact shall be readily available by telephone during the entire event and have the authority and resources to resolve all problems that may arise as indicated by City personnel. The Contractor's point-of-contact and/or designated personnel shall coordinate with the designated City personnel by telephone prior to the delivery of all properly labeled dumpsters and containers to ensure proper delivery location, specific placement, and time. Contractor's failure to adhere to these requirements shall be a breach of contract.
- B. Schedule – For the duration of additional temporary collection services, in addition to regular collection services, the Contractor agrees to deliver and pick up containers, up to seven days a week, including holidays, evenings, and after normal hours as instructed by City's point-of-contact personnel. The Contractor shall be prepared and agrees to return for additional containers, if needed, as requested by the City personnel within two hours of notification.
- C. Staff – The Contractor shall provide necessary staff to conduct a mobile collection event, in coordination with City staff. The Contractor shall provide all of personnel required, with minimal City oversight during the collection event.
- D. Estimate – The City will request, and the Contractor shall provide a detailed cost estimate of services needed for the additional temporary services within 24 hours after initial request from the City for the City to review and ensure that all necessary services, items, times, and locations are accurately defined and included and to approve costs. In the event additional services are needed beyond the original request, the City will request a new estimate for review and approval. The additional services may not commence until written approval is granted by the City.
- E. Reports – The Contractor shall provide the additional temporary collection service data report via email to the City Contract Monitor within 30 calendar days of completion of the additional temporary collection service. Reports shall be made available in the same format as the regular monthly reports and invoices.

3.1.5 Austin Police Department (APD) Collections

The Contractor shall dispose of chemicals, hazardous waste, raw materials, residues, contaminated glassware, and associated equipment, by-products, and controlled substances as are seized by the APD from illegal drug manufacturing laboratories.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

- A. Response Unit: The Contractor shall provide a fully staffed and equipped response unit available to respond around the clock (24 hours a day, seven days a week) when needed at the site of an illegal drug lab seizure. The Contractor shall provide a 24-hour, seven-day-a-week manned telephone number for the response unit to be contacted when needed. The response unit must begin responding within one hour of notification. The Contractor shall respond upon notification by the APD to the clandestine lab site within the time frame listed below:

Distance from Contractor's Office to Austin Texas	Response Time
100 Miles	4 Hours
200 Miles	6 Hours
300 Miles	8 Hours

- B. In the event the Contractor cannot respond, the APD will have the authority to call another hazardous waste contractor at their discretion. Any costs incurred by the APD more than contract pricing shall be the responsibility of the Contractor.
- C. The Contractor shall prepare an inventory of all waste that is to be shipped and shall supply a copy of this inventory to the APD's assigned Contract Monitor (assigned after contract award) at a clandestine lab site, prior to removing the materials off site.
- D. The Contractor's response unit employees must meet background investigation requirements due to the sensitive nature of the work environment. The names, social security numbers, and home addresses of all on-site employees will be provided prior to arrival at the work site. The APD reserves the right to refuse access to any Contractor or Contractor employee who does not meet the background investigation requirements. On-site employees may be photographed and fingerprinted at the discretion of the APD.
- E. It is the Contractor's responsibility to provide the APD with new employee information if the Contractor intends to use the new employee in the response unit.

3.2 Containers and Personal Protective Equipment Requirements

- 3.2.1 Containers: All containers and equipment provided by the Contractor and specified herein shall be sealed or plugged to prevent leakage. The Contractor shall immediately pump out and/or clean up any leakage that occurs and shall be solely liable for all clean-ups, and for all accidents and/or injuries that occur as a result thereof. The Contractor and subcontractors are solely responsible to ensure that containers and transportation equipment are leak-proof. The Contractor is solely liable and responsible for any liquids and or solids that may leak from the

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

containers, hauling trucks, and/or equipment. The Contractor shall use containers specifically designed for the classification of waste, per DOT and federal laws and regulations, and shall transport all materials to a licensed facility (or facilities) approved to accept these types of materials, subject to City approval.

3.2.2 HHW Collections: The Contractor shall provide empty drums, containers, and Personal Protective Equipment (PPE) to ARR at no cost to the City, for the disposal of wastes at the RRDOC. Such PPE includes but is not limited to: gloves (outer and inner) and chemical resistant high-density polyethylene-based PPE (e.g., Tyvek). All PPE shall ensure safe handling of the household hazardous waste.

3.2.3 City Facilities: The Contractor shall provide empty drums and/or containers for wastes at cost for all other City departments (exception of ARR, as specified in Section 3.2.2). City departments reserve the right to source containers, as needed, either from this agreement or other City contracts. The Contractor shall coordinate complete delivery of all containers (if applicable) within 30 calendar days after contract execution or as agreed upon in writing between the City Contract Monitor (or designee), as defined in Section 5.1, and the Project Manager, as defined in Section 4.1.

3.3 Waste Characterization

3.3.1 RRDOC Collections

- A. The Contractor shall verify the City's categorization of waste, secure the package(s) as per the DOT requirements, and manifest all waste collected at the facility on a weekly basis.
- B. For unidentified household hazardous waste items that cannot be immediately identified on site by City staff, the Contractor shall test waste, or have it tested, to the extent necessary for proper packaging, transportation, and disposal. The Contractor shall not charge the City for these tests. The City will pay for disposal of unknowns, following the testing and identification.

3.3.2 City Facility Collections

- A. The City is responsible for requesting waste collection from the Contractor. At the time of request, the City will provide the Contractor with waste characterization data and information to include type of waste, container size, and quantity (Profile Sheet).
- B. The City will make every attempt to ensure the waste being disposed of conforms to the profiles used but cannot guarantee complete accuracy.
- C. The Contractor shall collect the waste within ten days of request by the City, unless otherwise notified, or in the event it is determined by either party that additional characterizations are needed.
- D. The Contractor shall not be responsible for any waste not profiled prior to the waste collection; however, waste profiled (but not on the original

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

pickup request) may be removed with approval from the Contractor and the City Contract Monitor.

- E. If the Contractor finds that waste shipped from a City facility does not conform to the approved Profile Sheet, the Contractor shall notify the City Contract Monitor for that department via email within 24 hours after the discovery of non-conforming waste and shall work with the City to determine the appropriate action. The City and the Contractor shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and/or correct any improper containerization, marking, or labeling to enable the Contractor to accept such non-conforming waste materials at a facility.
- F. If the parties cannot come to an agreement within 30 business days after the Contractor notifies the City the waste materials are non-conforming, the City will arrange for the removal of such non-conforming waste materials from the facility at which they are located to another lawful place of disposition.
- G. The City agrees to pay Contractor its mutually agreed upon expenses and charges incurred with respect to City's non-conforming waste materials.
- H. The Contractor shall mark all wastes and label all containers picked up from City sites and locations with the correct profile number and waste code, as defined by the EPA (where applicable).

3.3.3 Emergency Response Waste Characterization

- A. The Contractor shall perform all analytical services necessary for characterization of waste for disposal but only when characterization is warranted and agreed upon by the Contractor and the City. When approved by the City, the Contractor shall complete characterization and profile of materials as soon as possible, but within 30 calendar days of being notified by the City that a scheduled pickup is required.
- B. The Contractor shall prepare and process a material waste profile for each type of material being presented for disposal. The Contractor shall classify and segregate waste for proper transportation and disposal in accordance with applicable local, state, and federal requirements and industry standards.
- C. Copies of all analytical and characterization data shall be provided to the City as soon as possible but within 30 calendar days of testing. The Contractor shall test waste, or have it tested, to the extent necessary for packaging and transport according to the DOT hazard classes and disposal requirements and shall provide equipment that shall be used on-site to identify or categorize waste or to sample waste for subsequent appropriate disposal.
- D. The Contractor shall be able and prepared to characterize waste for transport and storage purposes in the field using HazCat Chemical Identification techniques.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

3.4 Transportation and Packaging Requirements

3.4.1 General Requirements

- A. The Contractor shall dispose all materials and containers in a manner that complies with all applicable local, state, and federal laws and regulations.
- B. The Contractor shall provide to the City for review, the signed manifest, shipment forms, and all associated paperwork involving each shipment as required by applicable regulations prior to transporting the wastes off-site.
- C. Materials may either be transported directly to disposal facilities or, with written approval from the City to City-owned temporary storage facilities as circumstances require.
- D. The Contractor shall be responsible for assuring that loaded waste does not exceed weight limits for the transport vehicle(s). The Contractor shall determine and provide the weight for each bulk load. The Contractor shall be solely liable for any violations.

3.4.2 City Facilities

- A. The Contractor shall prepare packages for shipment in accordance with local, state, and federal regulations and requirements (EPA and DOT regulations regarding packaging, labeling, and placarding (40 Code of Federal Regulations (CFR), Parts 171-180)), and the Contractor shall overpack or re-pack containers as required. Materials already located in the City's storage facility will likely be in various types and sizes of containers, which may include commercial packaging and/or DOT shippable as containers. Containers are not guaranteed to be full and may range in size, including but not limited to: vials; half-pint cans; cardboard or bottle containers; one-quart bottles or can containers; one-gallon containers; 5-, 30-, and 55-gallon containers; 85-gallon overpack containers; and bulk tanks of product.
- B. The Contractor shall provide personnel for performing lab packing of accumulated materials at City Facilities (other than RRDOC and APD). These personnel shall be responsible for segregating, packing, and labeling of lab packs for shipment. Any onsite costs for laboratory analysis for characterizing of wastes shall be the responsibility of the individual City department.
- C. The Contractor shall transport the materials from the City's temporary storage facility or City right-of-way as soon as possible, but by no more than 30 calendar days after completion of characterization or incident. These time periods shall not exceed limits established by applicable state and federal law.

- 3.4.3 HHW Location:** The Contractor shall provide services to package materials appropriately (according to local, state, and federal laws and regulations) for transportation and disposal. The Contractor shall segregate small quantity materials according to compatibility and shall not batch non-hazardous/non-regulated materials with those that are discarded commercial chemical products,

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

off-specification species, container residues, spill residue (P or U classified items, as defined by the EPA and CFR), materials which exhibit a characteristic of a hazardous waste, or a Class 1 industrial waste as defined by the TCEQ. The Contractor shall prepare a lab pack list for each container. This information shall be provided to the City Contract Monitor for the specific requesting department, either prior to or at the time of removal of the material. The lab pack shall contain the following information:

- A. Date of collection;
- B. Unique ID number assignment for each container;
- C. Project name;
- D. TCEQ waste codes;
- E. Treatment standards;
- F. Reference to the associated manifest number and line number on the manifest;
- G. Name, address, and phone number of final treatment facility.

- 3.4.4 Scheduled Response: For Scheduled Responses, the Contractor shall notify the City at least one week prior to removing the materials to obtain an approved schedule for waste pickup, unless otherwise approved by the City.

3.5 Disposal Requirements

Underground injection shall not be used as a method of disposal for any of the wastes under this contract. Time periods shall not exceed limits established by the TCEQ and EPA. The Contractor shall decontaminate and dispose of or recycle drums and wastewater used in accordance with all local, state, and federal laws and regulations. The Contractor shall be responsible for any extra costs for disposal of materials that become mixed with any inappropriate residual chemical contaminant in a transport vehicle.

- 3.5.1 City Facilities: Methods for disposal may vary depending upon the materials and requirements of individual departments within the City, along with local, state, and federal laws and regulations.

- 3.5.1 RRDOC Location: The Contractor shall provide certification as the generator on all manifests for household hazardous waste and shall sign notification and certification forms concerning land disposal restrictions. The Contractor shall assure that materials accepted for disposal or recycle shall be taken to the final disposal or recycle site(s).

- 3.5.2 Emergency Response: The Contractor shall seek reuse and recycling of materials for disposal whenever practical, following all local, state, and federal laws, rules, and regulations, and shall be able to demonstrate that such resolution was sought. Documentation for recycling and/or reuse shall be made available at City's request. The Contractor shall dispose of materials as soon as possible, but within six months from the time the materials are removed from the City site.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

3.6 Treatment, Storage, and Disposal Facilities (TSDF)

- 3.6.1 Approval and Location: The Contractor shall indicate the location(s) of disposal and processing facility (or facilities) that will be used in this contract. All disposal sites and facilities, recycling facilities, and treatment methods used by the Contractor under this contract shall be approved by the City prior to commencement of work.
- 3.6.2 Permits: These facilities shall have the required local, state, and federal authorizations and permits. The Contractor shall provide proof of these authorizations and permits at the City's request. All authorizations and permits shall be active at the time of disposal/treatment of City waste at the facilities.
- 3.6.3 Change Approval
- A. Any changes in disposal sites, facilities, or treatment methods without prior City approval shall constitute a material breach of the contract. The Contractor shall inform the City in writing, on company letterhead, 60 calendar days in advance of any change in facilities, of any new facility, or of the discontinuance of an existing facility if these are to be used for disposal and/or as processing centers for waste under the contract. All changes shall be approved by the Contract Manager prior to change commencing.
 - B. In the event of a change in the disposal facility, the Contractor shall be responsible for transferring all existing profiles (including additional laboratory analysis associated with profiles) to the new disposal facility at no cost to the City. The City reserves the right to cancel this contract at its sole discretion depending on the nature of the non-conformance or violation of this section at any time.
- 3.6.4 Shipments: All prep work for shipments including, but not limited to, labeling, determination of unknown materials, manifesting, and paperwork shall be completed by the Contractor by close of business day, as defined in Section 3.1.3.C. The Contractor shall have all required equipment and personnel to complete the loading and shipping operation, as described herein. The Contractor shall have onsite a minimum of one chemist when shipping lab pack waste from any City Facility.

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 provide contact information for the Project Manager and for an alternate contact person who shall be available at all times. The City reserves the right to request a change in Project Manager. The Contractor shall keep the City informed of any operational or employee changes that may affect the services, and/or that may require the City to adjust

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

daily contract administration duties or performance compliance. The Contractor shall notify the City within one business day of such changes taking place.

4.2 Vehicles, Equipment, and Materials

- 4.2.1 The Contractor shall be solely responsible for obtaining and providing all materials, equipment, supplies, labor, and other services required by the contract as may be necessary to fulfill the requirements of the contract.
- 4.2.2 The Contractor shall decontaminate all personnel and equipment (including containers and other materials generated during the process) in a safe and effective manner. Vehicle use and cleaning shall be in accordance with all local, state, and federal laws and regulations. All vehicles, especially vacuum trucks, shall be properly cleaned according to the Resource Conservation and Recovery Act (RCRA) between uses to prevent cross contamination and/or reactions of incompatible materials.
- 4.2.3 The Contractor shall have equipment immediately available to remediate a 500-gallon spill (at a minimum) of petroleum or other chemicals/pollutants to land or surface waters, including skirted booms appropriate for narrow or wide flowing waterways, sorbent booms, sorbent pads, skimmers, and any other necessary equipment required to provide the services described herein. The Contractor shall have available equipment capable of performing hazardous waste Level A and B operations, as outlined by the EPA.
- 4.2.4 The Contractor shall have equipment immediately available to remediate a one cup mercury spill at a minimum.
- 4.2.5 The Contractor shall have equipment available to excavate contaminated soil to a depth of eight feet, and a volume of 100 cubic yards within eight hours of commencement of remediation activities.
- 4.2.6 In the event that a spill incident exceeds the capacity of the equipment and/or personnel, the Contractor shall, with the prior approval of the City, hire subcontractors to provide additional equipment and personnel.
- 4.2.7 The Contractor shall have available at its facility and shall be able to provide within response times described herein, materials to overpack (enclose to provide protection from leakage) 20- and 55-gallon drums.
- 4.2.8 The Contractor shall have equipment available to transport a minimum of 100 cubic yards of contaminated soil to a storage area or disposal facility designated by the City within 12 hours of completion of excavation.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

- 4.2.9 The Contractor shall be able to provide vacuum truck services sufficient to remove 5,000 gallons of materials such as paint waste, chemical cleaning materials, waste oil, liquid and sludge from oil-water separators, other liquid waste, and creek water contaminated with these materials either from the site of the spill (which may include pumping from creeks, storm sewers, tanks, etc.), or from containers at any City Facility. The Contractor shall be able to provide enough containers to temporarily store up to 20,000 gallons of hazardous or non-hazardous liquids.
- 4.2.10 Collection, disposal, and processing of all waste materials shall be made in enclosed, liquid-tight collection vehicles. The Contractor shall be solely liable and responsible to ensure its containers and equipment are leak proof and debris proof. The Contractor shall be solely liable and responsible to properly maintain all trucks and transportation vehicles to comply with all regulatory minimum standards. The Contractor shall be solely responsible to ensure during the transportation of all materials from the contracted areas to the recycling facilities or to the landfills that are permitted to receive this type of waste that no fluids or materials leak, spill, blow out, fall out, or otherwise depart from the vehicles.
- 4.2.11 Vehicles shall be clean and identified with company logo. All collection vehicles shall follow all applicable federal, state, and local laws, codes, and regulations. The Contractor is presumed to be fully aware and have sufficient knowledge of all applicable and required statutes and laws.
- 4.2.12 The Contractor and subcontractors shall maintain and operate several clean and serviceable vehicles needed to perform the required collection services on each collection day, as determined by the City. The Contractor shall also maintain a number of vehicles, equipment, and personnel sufficient for all emergency response requests (following all local, state, and federal laws, rules, and regulations). The City reserves the right to refuse entry or request removal of vehicles not in good working condition (excessive smoke, vehicle leaks, etc.). The vehicles shall not obstruct or hinder City operations while on property.
- 4.2.12 The Contractor must be able to verify applicable licenses and permits to perform the services described herein, as well as defensive driving certificates, for each driver at the City's request.

4.3 Training

- 4.3.1 The Contractor shall ensure that its personnel (current and new) involved with this contract are trained for, at a minimum, but not limited to: use of appropriate PPE, the level of expertise required for the performance of the task, chemical incompatibility, spills, and general first aid procedures. Before the Contractor has

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

started work on a site, the Contractor shall provide proof of training of all employees assigned to the site to the City.

- 4.3.2 The Contractor and employees shall be trained in and familiar with the use of the Unified Command System as required by EPA, Occupational Safety and Health Administration (OSHA), and the Super-Fund Amendment and Reauthorization Act of 1986 (SARA).

4.4 Spills and Leaks

- 4.4.1 The Contractor shall possess all properly authorized OSHA and DOT hazardous waste operations and emergency response spill kits and shall be responsible for all spills and/or leaks.
- 4.4.2 The Contractor, its employees, subcontractors, or consultants shall solely be responsible and liable for all the management, cleanup, resulting damages, expenses, and all drips, leaks, and/or spills from any source, solid or liquid, and/or loss of debris, even minimal amounts, that occur from the transportation, pickup, disposal, or processing of materials associated with this contract. The Contractor shall inform the City Contract Monitor of all such spills immediately after the occurrence of the spill event. Should spillage occur in, on, from, and/or around the service area and for any reason, the Contractor is solely liable for spillage and shall clean, pump out, sweep up, and properly dispose of the material/litter. At a minimum, cleaning and sweeping shall include the gathering and removal of material from the container and/or area where spillage occurred and from the surrounding premises and adjoining areas using either manual or mechanized brooms, proper solvents for cleanup, and/or sweeping machines. Cleanup shall conform to all federal, state, and local regulations and ordinances. All damage, accidents, and/or injuries that occur as a result of any leaks and/or spills shall be the sole liability and responsibility of the Contractor.
- 4.4.3 In the event a spill occurs while the Contractor is responding to a request from APD, the Contractor shall provide APD and TCEQ immediate notice of such action. A written report shall be submitted according to all local, state, and federal laws, rules, and regulations, detailing the following:
 - A. Date, time, and location of spill;
 - B. Cause of the spill;
 - C. All authorities notified, including local law enforcement agencies;
 - D. A description of all actions taken to clean the site; and
 - E. Proof of site cleanup, to include photographs.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

4.5 Compliance Regulations

- 4.5.1 The Contractor warrants that it is fully qualified to perform all services described in these specifications and that it understands the currently known hazards and risks presented to persons, property, and the environment in the transportation, storage, and disposal of the waste materials described herein. The Contractor warrants that it understands the scope of all applicable regulations to properly transport, process, store, and dispose of such materials in full compliance with all local, state, and federal laws and regulations, and in full compliance with all terms and conditions specified in permits currently held by the Contractor, as applicable to providing the services described in these specifications.
- 4.5.2 The Contractor warrants that:
- A. All disposal facilities, transporters, and handlers are licensed and permitted,
 - B. All employees, subcontractors, and employees of subcontractors are trained to perform the various tasks which may be required pursuant to this contract, and
 - C. All wastes or materials shall be handled, transported, stored, and disposed of in accordance with all local, state, and federal laws, statutes, regulations, rules, and ordinances.
- 4.5.3 The Contractor shall perform the work in strict accordance with all applicable federal, state, and local statutes, regulations, rules, and ordinances, including, but not limited to, those pertaining to health and safety; the environment; and employer-employee relations. Where conflict exists, the more stringent standards shall apply. References in this specification to a statute, law, regulation, rule or ordinance does not relieve the Contractor or any subcontractor from its obligation to comply with any and all other statutes, laws, regulations, rules, or ordinances which are applicable to the performance of the referenced task.
- 4.5.4 The Contractor shall notify the City within 48 hours, in writing on company letterhead, of all violations or notices of non-compliance of operating permits that occur with the Contractor, subcontractors, consultants, and facilities while performing all duties under this contract.
- 4.5.5 All statutory and regulatory provisions currently in effect, or which may be subsequently enacted, and which are applicable to the performance of the contract, are hereby incorporated by reference as additional terms and shall be enforced as though the same were included herein. The Contractor shall be responsible for determining for itself the laws, rules, ordinances, regulations, orders, or other legal requirements imposed upon its activities hereunder. If the Contractor performs any work to the contrary of such laws, rules, ordinances, regulations, and orders, the Contractor shall bear the full responsibility and cost attributable to such performance and shall indemnify and hold the City harmless from all resulting cost, loss, expense, or liability.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

4.5.6 The Contractor shall provide the Contract Manager with documentation annually at the contract anniversary to support that landfills permitted to receive this type of waste and all TSDF will have a continued capacity to accept/treat the materials delivered for the lifetime of this contract. The Contractor must also provide annual confirmation that all facilities used follow all local, state, and federal laws and regulations. Should any changes or compliance matters arise, the Contractor shall notify the Contract Manager within 24 hours.

4.5.7 The Contractor shall inform the Contract Manager in writing within 24 hours after notification by a regulatory body if the disposal facility or TSDF will be closing/inoperable due to non-compliance with regulations or other operational/technical issues. The Contractor shall also immediately inform the City of changes to TSDF that may impact the acceptance of wastes under this contract.

4.6 Medical Surveillance Program

The Contractor shall have a medical surveillance program for personnel involved in the direct handling and/or exposure to chemical waste or primary containers to detect and correct job-related injuries or conditions. The medical surveillance program shall comply with all OSHA regulations, training requirements, and safety practices.

4.7 Conduct on City Premises

City sites and campuses are designated Tobacco Free. Drinking and smoking are strictly prohibited in any City Facility or on any City property. The site facility manager, or designee, shall have the authority to remove anyone from the site and prohibit their re-entry should it be determined that the person(s) threatens site safety and/or security.

4.8 Court Testimony

The Contractor must provide courtroom testimony as to chain of custody, storage, and disposal of seized materials upon request by the courts.

4.9 Drug Enforcement Agency (DEA) and Department of Public Safety (DPS) Registration

- 4.9.1 The Contractor shall be required to obtain DEA and DPS registration, if not already registered. Unless otherwise stated, the Contractor must provide proof of registration as an Analytical Laboratory with the DEA within 10 calendar days upon notice of award. This requirement is necessary if quantities of substances controlled by federal law are released to the contractor for disposal. This registration is termed a "Limited Registrant". Upon proper application, the DEA will grant registration as an Analytical Laboratory to the Contractor, subject to the following provisions:
- A. The Contractor strictly adheres to the conditions of its contract regarding destruction of hazardous materials seized by the APD; and
 - B. All controlled substances possessed by the Contractor shall be destroyed as soon as legally possible.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

- 4.9.2 After obtaining DEA registration, the Contractor shall have 10 calendar days to make application to the DPS Controlled Substance Registration Section in the same manner and for the same purpose as required for a DEA registration.
- 4.9.3 The Contractor shall maintain complete and accurate records of all materials collected pursuant to federal, state, and local requirements, including the date obtained, amount, date, and manner of destruction. These records shall be maintained and available upon COA request for at least three years from the date chemicals were obtained.

5.0 CITY'S RESPONSIBILITIES

5.1 Scheduling

- 5.1.1 The Contractor understands and agrees that the scheduling of City business takes precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.
- 5.1.2 To lessen environmental and transportation impacts, the City will make a reasonable effort to coordinate waste shipments occurring at City Facilities with routine shipments from the RRDOC. The schedule may vary due to holidays and other events taking place within the City. The Contractor will not be required to provide any routine or scheduled collection services on the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day.

5.2 Right to Change

The City reserves the right to increase or decrease the location, type, quantity, size, and collection frequency of containers needed for any and/or all services to be provided. Such modifications shall only be submitted through the Contract Manager or the designee and shall be priced according to the prices listed on the Price Sheet.

6.0 OMISSIONS

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

CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078

7.0 CONTRACTOR'S 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. Grounds for rejection of a bid will stem from the Contractor's failure to provide additional information requested in this SOW or failure to demonstrate to the City's full satisfaction that such matters will not impair its ability to perform its obligations under its bid.

7.1 Experience

7.1.1 The Contractor shall have experience providing services similar in scope to the services required in these specifications on a continual basis over a minimum of three years. The Contractor shall provide detailed relevant company experience with the submitted bid, including the year, the name of the customer, company, or agency for whom prior and current services have been and/or are performed, along with the contact person, title, present address, phone number, and brief description of the project and services provided. The Contractor shall transport wastes in vehicles driven by trained and licensed drivers. The Contractor must provide proof of a company-sponsored driver training and vehicle safety program to the Contract Manager within 20 calendar days of contract award.

7.1.2 Response Personnel Requirements: The response unit will always be staffed by at least one supervisor and one hazardous materials technician. The supervisor(s) and technician(s) shall have a minimum of two years' experience in hazardous materials response. Response unit personnel shall be certified at a minimum with 40 hours of Health and Safety training covering the topics listed below. The Contractor shall supply in the bid response copies of training certificates and resumes for all response unit personnel, including any certifications in the following areas:

- A. Hazardous Materials;
- B. General Safety;
- C. Material Safety Data Sheets;
- D. Confined Space Entry;
- E. Respiratory Protection, including self-contained breathing apparatus (SCBA);
- F. Atmosphere Monitoring Instruments;
- G. Engineering Control;
- H. Hazardous Waste Regulations;
- I. Health Hazards;
- J. Medical Surveillance;
- K. Drum Handling;
- L. Sampling;
- M. Lab Packing;
- N. Spill Control;
- O. CPR and First Aid;
- P. Hazardous Waste Operations; and
- Q. Emergency Response.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

7.2 TSDF Requirements

To be eligible for this contract, the Contractor shall at a minimum own at least one RCRA-permitted treatment TSDF. The Contractor may subcontract the disposal services that the Contractor cannot provide, if any, to meet all local, state, and federal disposal requirements. The Contractor shall provide a written list of current TSDF and recycling facilities with its submitted bid. The Contractor shall only include those disposal or processing facilities with a capacity to handle the waste under this contract for a minimum of 12 months.

7.3 Work History

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

7.3.2 The Contractor shall provide historical data with its submitted bid indicating compliance with all regulatory requirements for every year in business within the last 10 years. The Contractor shall annually report compliance by October 1st each year to the Contract Manager with all requirements and/or any deficiencies post award.

7.4 Bid Submission

Measurement Method: It is essential for the performance of this contract that the weights reported to the City for each location are accurate. Weight estimates are not acceptable for reports. The Contractor shall be solely responsible for providing a solution that is approved by the City and results in the implementation of a measurement method that will accurately capture and record actual weights for each type of material shipped from each location, each time a shipment is made. The Contractor shall provide this with the bid response or within five business days of request by the City.

8.0 REPORTING, AUDITS AND INSPECTIONS, AND PERMITS

8.1 Reports and Deliverables

8.1.1 Manifest Reports: The Contractor shall return the paper copy of the shipping manifest to the City Contract Monitor within 30 calendar days of the shipment from the facility. Manifests are required for the disposal of hazardous, Universal, and Class I wastes. In addition, a scanned copy shall also be delivered via email to the specific department with the monthly invoice. Upon discovery of a significant difference in quantity or type of waste, the Contractor will reconcile the discrepancy and provide an amended manifest to the specific department within 15 days. The Contractor shall provide the City Contract Monitor a copy of each completed profile with the approval code that has been assigned by the Contractor and the expiration of the code, if applicable.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

- 8.1.2 Monthly Reports: The Contractor shall provide each City department with a report for all services provided on or before the 10th day of each month, and it shall be submitted with the invoice to each department. The report shall be sent via email, and it shall be provided in Microsoft Excel spreadsheet. The Contractor's monthly report shall include at a minimum, the following information:
- A. The property address and description where the services are provided, the department and facility name, and the reason/purpose for request;
 - B. The total weight of each type of waste shipped from each location for the prior month. The documentation shall include the manifest number, date when the waste was picked up, the location of the waste generator, a description of the waste, size and number of containers, list of associated waste codes, profile numbers, the final destination/disposition for the waste, the associated treatment/disposal codes, and the gross and tare weights for each line item of waste in the manifests; and
 - C. The Contractor may give City contacts access to websites with all the information outlined above. The City prefers that the Contractor make available all manifests, bills of lading, waste profiles, and invoices on such a website. The database(s) associated with these invoices should display accurately all shipment information within no more than two weeks after the waste has been shipped out from a City facility. If the Contractor does not supply such information through a website, then such manifests, bills of lading, and invoices must be made available upon request, with digital copies delivered within 24 hours of the City's request.
- 8.1.3 Annual Reports: The Contractor shall record and provide via email to the Contract Manager and to the City Contract Monitor for each designated department an annual report including detailed information about the amount of materials collected per department and per address, in pounds, collected over the invoice time-frame. The Contractor shall also provide annually, for the previous 12 months, on or before October 15th each year, a Microsoft Excel spreadsheet of this information, sortable by service address, listing department, and type of waste/recyclable materials.
- 8.1.4 Certificate of Final Disposal – Emergency Response: The Contractor shall provide a certificate of final disposal to the City Contract Monitor for the specific requesting department of all materials collected during an emergency response indicating the date, location, and method of final disposal within 30 days of pickup. Exceptions to this time frame may be granted by the City on a case-by-case basis.
- 8.1.5 Deliverables: Items 1 and 2 in the table below are to be sent to the following address upon contract award: APD, Laboratory Supervisor, P.O. Box 689001, Austin, Texas 78768. Items 3 through 10 should be sent to the City Contract Monitor of the requested department when indicated in the Delivery Schedule column.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

Item No.	Description	Delivery Schedule
1	Make application to DEA for registration as Analytical lab	10 calendar days from contract award
2	Make application to DPS for registration as Analytical lab	10 calendar days from receipt of DEA registration
3	Spill Prevention, Control, and Countermeasures Plan	20 calendar days from contract award
4	Driver Training and Vehicle Safety Program	20 calendar days from contract award
5	Site Health and Safety Plan	Before commencement of each project
6	Proof of training of all employees assigned to the site to the City.	Before commencement of each project
7	Completed Manifests	Before departure from job site
8	Completed inventory of all waste to be shipped	Prior to sealing lab packs
9	Report of spills or personnel exposures during handling, transporting, etc.	Per occurrence
10	Certificate of Disposal and letter stating that contents were not altered	30 calendar days from disposal date
11	Manifest Reports	30 calendar days of the shipment from the facility and a scanned copy shall also be delivered via email to the specific department with the monthly invoice
12	Monthly Reports	Tenth day of each month
13	Annual Reports	October 15 th of each year

8.2 Certifications, Licenses, and Permits

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

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

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

- 8.2.3 The Contractor shall be, and shall use subcontractors who are, a registered hazardous waste carrier. The Contractor must have an EPA identification number and any relevant State registrations and shall provide them upon request by the City.
- 8.2.4 The Contractor shall be licensed and bonded to perform excavations in City rights-of-way and shall maintain that license throughout the term of any resulting contract. The Contractor shall provide the City within 30 calendar days with notification of any lapse in its license and bond prior to contract termination. The Contractor shall contact and notify 811, the damage prevention notification system (One Call), prior to any digging to set up the locating and marking of the approximate location of any underground line(s) to help the excavator avoid accidental damage.
- 8.2.5 The Contractor shall be responsible for obtaining any necessary permits for any work carried out under this contract. All work shall comply with the City's Land Development Code requirements (link provided below), especially with respect to erosion and sedimentation controls and tree protection. The Contractor is responsible for contacting appropriate City departments and correctly interpreting and implementing any required activities.
https://library.municode.com/tx/austin/codes/code_of_ordinances?nodeId=TIT2_5LADE

8.3 Audits and Inspections

- 8.3.1 City staff will have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify and provide copies of any amendments, renewals, or replacements to its applicable licenses and permits to the City within 30 calendar days after the effective date of amendment, renewal, or replacement.
- 8.3.2 City staff will have the right to inspect/audit, at any time, the Contractor's premises (offices and facilities) and vehicles being used in support of the services under the contract. The Contractor and any subcontractors shall also allow access by City staff to audit financial statements and all environmental, safety, and training records.

8.4 Record Management

The Contractor shall maintain documentation that verifies the quantities and types of waste and recyclable materials transported, stored, treated, processed, and/or disposed of under this contract. The documentation shall be adequate to protect both the City and the Contractor according to EPA requirements and all local, state, and federal laws and regulations, and to document that all waste materials have been transported, treated, and disposed of properly.

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

9.0 ADDITIONAL REQUIREMENTS

9.1 Occupational Health and Safety Act Requirements

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

9.2 Department of Transportation Requirements

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

9.3 Toxic Substances Control Act (TSCA) – 40 CFR 761

The Contractor shall comply with the requirements in TSCA that addresses but not limited to PCB contaminated waste handling, storage, manifesting, transporting, disposing, spill cleanup, and record keeping.

9.4 Test Method and Standards

9.4.1 “Test Methods for Evaluating Solid Wastes” USEPA Office of Solid Waste and Emergency Response, Publication SW-846

9.4.2 “Methods for the Chemical Analysis of Water and Wastes”, USEPA, Environmental Monitoring and Support Laboratory, Publication PB84-128677

9.4.3 Annual Book of ASTM (American Society for Testing and Materials) Standards

9.5 Air Quality Requirements

9.5.1 The Contractor shall not conduct any activities that could impair visibility on any public roadway or otherwise impair traffic conditions.

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

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

- 9.5.3 The Contractor shall not dispose of debris or surplus materials by open burning at the site. This does not preclude the Contractor from disposing of materials at an appropriately authorized and permitted disposal facility which may include incineration as part of the waste treatment process, if approved by the City.

9.6 Quality Performance Requirements

- 9.6.1 The Contractor shall operate and perform all duties under the contract in a manner as to protect all water and land resources, as not to release or cause pollution, refuse, debris, chemicals, or contaminated substances to be released, and as not to create or cause a nuisance condition(s).
- 9.6.2 The Contractor shall perform material handling activities in such a way as to minimize the quantities of materials to be disposed of (for example, recycling or using other material-minimizing techniques).

9.7 Protection of Water Resources

The Contractor shall not pollute any water courses with any debris. The Contractor shall not release any pollutant (as defined in Texas Water Code 26.001(3)) into water courses without appropriate permits, licenses, or authorization. It is the responsibility of the Contractor to ensure compliance with any local, state, and federal water quality standards, and conditions of any permits held by the City. If, as the result of any Contractor activities the Contractor pollutes a water course, the Contractor shall clean up the pollution according to any local, state, and federal laws and regulations, at no cost to the City, and shall be solely the liability and responsibility of the Contractor.

10.0 INVOICING AND DELEGATION OF KEY PERSONNEL

- 10.1 The City's preference is the Contractor email invoices to designated accounts. Those accounts and Contract Monitors will be provided at Contract execution.
- 10.2 The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. If it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's key personnel are identified below. Contract Monitors will be provided at Contract execution:

	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
City Procurement Specialist	Sandy Wirtanen	512-974-7711	Sandy.wirtanen@austintexas.gov

**CITY OF AUSTIN
SCOPE OF WORK
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

11.0 DEFINITIONS

Containers – shall refer to any portable device in which a material is stored, transported, treated, disposed of, or otherwise handled, including but not limited to drums, bulk vessels, staging areas, and associated materials and equipment needed, unless the context clearly indicates a different meaning and/or otherwise noted.

Hazardous Waste – is defined by the RCRA and the DOT regulations. While these codes and definitions are specified for purposes of this solicitation, it is the Contractor's full and sole responsibility to be compliant with and aware of all current related definitions and regulations imposed by the county, city, state, and federal agencies.

Lab Packs – is defined as services and equipment provided by the Contractor to profile, package, label, transport, dispose of, and recycle wastes. Wastes that already have an existing profile shall not be a lab pack.

Rapid Response – shall be defined as a level of response required for spill events and other rapid remediation emergency events. The Contractor shall respond on-site with supervisory personnel to assess remediation needs no later than one and one-half hours after notification by City. The Contractor's equipment and personnel shall be available 24 hours a day, 365 days a year. The Contractor shall be required to respond with equipment (as noted herein) and have sufficient personnel to operate that equipment within three hours of notification by the City.

Response – shall be defined as the Contractor's presence at the spill site or waste pickup and/or recovery site, fully prepared to perform the services as described in this specification.

Scheduled Response – shall be defined as a level of response required for the removal and disposal of materials that have been collected by City employees and transported to a City storage facility. The Contractor shall respond with all equipment and personnel necessary to securely package, profile, transport, and ultimately dispose of materials as soon as possible but no longer than 10 days after request is made.

Solid Waste – shall be defined as any garbage or refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, including wastes that are liquid, semi-solid, or contained gaseous material as defined by The Resource Conservation and Recovery Act of 1976, mandated by in the EPA, and any exclusions listed in the 40 CFR, Section 261.4(a).

Standard Response – shall be defined as a level of response which is likely to be required to address materials abandoned on City rights-of-way when there is no spill involved. The Contractor shall respond with all equipment and personnel necessary to securely package, profile, transport, and ultimately dispose of the waste within 24 hours of notification by the City. The Contractor's equipment and personnel shall be available 24 hours a day, 365 days a year.

**CITY OF AUSTIN
PRICE SHEET
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
SOLICITATION NUMBER: IFB 5000 SLW1078**

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

Bidder submits the following prices for all setup and preparation, labor, equipment, materials, and services necessary for the categorization, packaging, collection, transportation, processing, and disposal of hazardous wastes per the specification.

These items are traditionally disposed of through HHW programs. If a recycling option exists, please indicate method and unit price in the bid sheet.

CATEGORY A - ITEMS PICKED UP AT HHW

1.0 LABPACKS						
Item #	Description	Method	Quantity	Unit of Measure	Unit Price	Extended Price
1.1	Toxic Solids					
	Cubic yard box	Disposal	114	Box	\$ 786.72	\$ 89,686.08
	55-gallon drum	Disposal	60	Drum	\$ 309.60	\$ 18,576.00
	30-gallon drum	Disposal	30	Drum	\$ 278.40	\$ 8,352.00
	5-gallon drum	Disposal	30	Drum	\$ 95.52	\$ 2,865.60
1.2	Corrosives					
	Acids					
	55-gallon drum	Disposal	112	Drum	\$ 300.00	\$ 33,600.00
	30-gallon drum	Disposal	30	Drum	\$ 278.40	\$ 8,352.00
	5-gallon drum	Disposal	30	Drum	\$ 95.52	\$ 2,865.60
	Bases					
	55-gallon drum	Disposal	102	Drum	\$ 300.00	\$ 30,600.00
	30-gallon drum	Disposal	15	Drum	\$ 278.40	\$ 4,176.00
	5-gallon drum	Disposal	15	Drum	\$ 95.52	\$ 1,432.80
1.3	Oxidizers					
	55-gallon drum	Disposal	142	Drum	\$ 300.00	\$ 42,600.00
	30-gallon drum	Disposal	30	Drum	\$ 278.40	\$ 8,352.00
	5-gallon drum	Disposal	30	Drum	\$ 95.52	\$ 2,865.60
1.4	Pesticides/Flammable Liquids					
	55-gallon drum	Disposal	1044	Drum	\$ 309.60	\$ 323,222.40
	30-gallon drum	Disposal	60	Drum	\$ 278.40	\$ 16,704.00
	5-gallon drum	Disposal	60	Drum	\$ 95.52	\$ 5,731.20
1.5	Non-hazardous (miscellaneous)					
	55-gallon drum	Disposal	3	Drum	\$ 271.20	\$ 813.60
	30-gallon drum	Disposal	30	Drum	\$ 249.60	\$ 7,488.00
	5-gallon drum	Disposal	30	Drum	\$ 84.00	\$ 2,520.00
1.6	Mercury					
	A. Metallic in containers	Recycle				
	30-gallon labpack drum	Recycle	3	Drum	\$ 1,197.60	\$ 3,592.80
	5-gallon drum	Recycle	6	Drum	\$ 568.80	\$ 3,412.80
	B. Mercury contaminated debris (> 260 ppm) such as broken thermometers or carpet that contains mercury contamination from spill	Retort/Recovery and Recycling Mercury				
	55-gallon labpack drum	Recycle	10	Drum	\$ 2,431.20	\$ 24,312.00
	30-gallon drum	Recycle	3	Drum	\$ 1,197.60	\$ 3,592.80
	5-gallon drum	Recycle	6	Drum	\$ 568.80	\$ 3,412.80
1.7	Reactives such as Calcium Carbide, Zinc Powder, Sodium metal (dangerous when wet)					
	5-gallon labpack drum	Disposal	5	Drum	\$ 285.60	\$ 1,428.00
1.8	Organic Peroxides (methyl ethyl ketone peroxide, benzoyl peroxide)					
	5-gallon labpack drum	Disposal	3	Drum	\$ 160.80	\$ 482.40

1.9	Camping Stove-Propane					
	Cylinder	Recycle	1800	Cyl	\$ 17.40	\$ 31,320.00
1.10	MAPP Gas					
	16 oz. containers	Recycle	250	Cyl	\$ 17.40	\$ 4,350.00
1.11	Fire Extinguishers	Recycle	600	Cyl	\$92.64	
Category A Subtotal 1.0 (All items 1.1-1.11):						\$ 686,706.48
2.0	Bulk Streams					
Item #	Description	Method	Quantity	Unit of Measure	Unit Price	Extended Price
2.1	Mixed solvents & oil-based paint sludge (55-gallon)					
	A. >10,000 BTUs per pound	Disposal	10	Drum	\$ 166.56	\$ 1,665.60
	A. >10,000 BTUs per pound	Disposal	85	IBC - 275 gal	\$ 746.40	\$ 63,444.00
	B. 5,000 - 10,000 BTUs per pound (<10% Solids, <5% Halogens)	Disposal	82	Drum	\$ 185.76	\$ 15,232.32
2.2	Paint sludge, <5,000 BTUs per pound					
	55-gallon drum	Disposal	24	Drum	\$ 527.52	\$ 12,660.48
2.3	Paint sludge, >5,000 BTUs per pound					
	55-gallon drum	Disposal	54	Drum	\$ 311.52	\$ 16,822.08
2.4	Oil-based paint in cans					
	Cubic yard box	Disposal	602	Cu. Yd.	\$ 616.80	\$ 371,313.60
2.5	Oil-based paint in cans					
	55-gallon drum	Disposal	62	Drum	\$ 287.52	\$ 17,826.24
2.6	Waste latex paint					
	55-gallon drum	Disposal	1801	Drum	\$ 220.32	\$ 396,796.32
	55-gallon drum	Recycle	201	Drum	\$ 301.92	\$ 60,685.92
2.7	Mixed Paint					
	55-gallon drum	Disposal	2	Drum	301.92	
2.8	Aerosol Cans					
	Cubic yard box	Disposal	165	Cu. Yd.	\$ 786.72	\$ 129,808.80
2.9	Alkaline Batteries					
	55-gallon drum	Recycle	170	Drum	\$ 647.52	\$ 110,078.40
	30 gallon drum	Recycle	1	Drum	\$ 531.84	\$ 531.84
	5 gallon drum	Recycle	5	Drum	\$ 158.88	\$ 794.40
	2 gallon drum	Recycle	1	Drum	\$ 148.32	\$ 148.32
2.10	Lithium Batteries					
	5-gallon drum	Recycle	100	Drum	\$ 161.76	\$ 16,176.00
2.11	Ni-Cd Batteries					
	55-gallon drum	Recycle	10	Drum	\$ 647.52	\$ 6,475.20
	30-gallon drum	Recycle	31	Drum	\$ 531.84	\$ 16,487.04
	5-gallon drum	Recycle	30	Drum	\$ 158.88	\$ 4,766.40
2.12	Li-Ion Batteries					
	30-gallon drum	Recycle	10	Drum	\$ 495.84	\$ 4,958.40
	5-gallon drum	Recycle	31	Drum	\$ 161.76	\$ 5,014.56
2.13	PCB capacitors/ballasts					
	55-gallon drum	Recycle	6	Drum	\$ 599.52	\$ 3,597.12
	30-gallon drum	Recycle	1	Drum	\$ 495.84	\$ 495.84
2.14	Non-PCB capacitors/ballasts					
	30-gallon drum	Recycle	10	Drum	\$ 198.24	\$ 1,982.40
2.15	Freon- R12, R22, R134A					
	30 Pound Cylinder (cylinder return requested)	Recycle	15	Cyl.	\$ 170.40	\$ 2,556.00
	30 Pound Cylinder (cylinder return requested)	Disposal	10	Cyl.	\$ 443.04	\$ 4,430.40
2.16	Fluorescent lamps, Recycle					
	30-gallon fiber, U-Shaped	Recycle	51	Drum	\$ 172.32	\$ 8,788.32
	30-gallon fiber, CFLs	Recycle	25	Drum	\$ 172.32	\$ 4,308.00
	8 ft. box (minimum 18 lamps/box)	Recycle	572	Box	\$ 96.16	\$ 55,003.52
	4ft. box (minimum 36 lamps/box)	Recycle	20	Box	\$ 58.88	\$ 1,177.60
2.17	Crushed/broken fluorescent lamps					
	55-gallon drum (Assume 300 lbs. per drum)	Recycle	31	Drum	\$ 298.08	\$ 9,240.48
	30-gallon drum	Recycle	5	Drum	\$ 269.04	\$ 1,345.20
2.18	LED Lights					
	55-gallon drum	Recycle	1	Drum	\$ 280.48	\$ 280.48
	30-gallon drum	Recycle	2	Drum	\$ 255.84	\$ 511.68
2.19	Solvent-soaked rags, absorbent, >5000 BTU, Solid Fuels					
	55-gallon drum	Disposal	2	Drum	\$ 335.52	\$ 671.04

2.20	Oily wastewater or oil/water mix (30% oil/70% water)					
	55-gallon drum	Disposal	5	Drum	\$ 195.36	\$ 976.80
2.21	Oil-contaminated soil/absorbent (non-haz)					
	55-gallon drum	Disposal	2	Drum	\$ 220.32	\$ 440.64
2.22	Grease, Solid Fuels					
	55-gallon drum	Disposal	1	Drum	\$ 220.32	\$ 220.32
2.23	Used Motor Oil/Lubricants					
	55-gallon drum	Recycle	2	Drum	\$ 191.52	\$ 383.04
2.24	Asbestos - Friable					
	Cubic Yard Box	Disposal	3	Box	\$ 593.76	\$ 1,781.28
	55-gallon drum	Disposal	3	Drum	\$ 335.52	\$ 1,006.56
	30-gallon drum	Disposal	3	Drum	\$ 225.84	\$ 677.52
2.25	Asbestos - Non-Friable					
	Cubic Yard Box	Disposal	3	Box	\$ 593.76	\$ 1,781.28
	55-gallon drum	Disposal	3	Drum	\$ 239.52	\$ 718.56
	30-gallon drum	Disposal	3	Drum	\$ 225.84	\$ 677.52
Category A Subtotal 2.0 (All items 2.1-2.25):					\$	1,354,737.52
CATEGORY B - ITEMS PICKED UP ELSEWHERE						
1.0	LABPACKS					
Item #	Description	Method	Quantity	Unit of Measure	Unit Price	Extended Price
1.1	Toxic Solids					
	Cubic yard box	Disposal	40	Box	\$ 638.40	\$ 25,536.00
	55-gallon drum	Disposal	15	Drum	\$ 182.40	\$ 2,736.00
	30-gallon drum	Disposal	17	Drum	\$ 136.80	\$ 2,325.60
	5-gallon drum	Disposal	10	Drum	\$ 54.72	\$ 547.20
1.2	Toxic Liquids					
	55-gallon drum	Disposal	56	Drum	\$ 182.40	\$ 10,214.40
	30-gallon drum	Disposal	15	Drum	\$ 136.80	\$ 2,052.00
	5-gallon drum	Disposal	15	Drum	\$ 54.72	\$ 820.80
1.3	Corrosives					
	Acids					
	55-gallon drum	Disposal	13	Drum	\$ 182.40	\$ 2,371.20
	30-gallon drum	Disposal	5	Drum	\$ 136.80	\$ 684.00
	5-gallon drum	Disposal	8	Drum	\$ 54.72	\$ 437.76
	Bases					
	55-gallon drum	Disposal	32	Drum	\$ 182.40	\$ 5,836.80
	30-gallon drum	Disposal	15	Drum	\$ 136.80	\$ 2,052.00
	5-gallon drum	Disposal	20	Drum	\$ 54.72	\$ 1,094.40
1.4	Oxidizers					
	55-gallon drum	Disposal	52	Drum	\$ 182.40	\$ 9,484.80
	30-gallon drum	Disposal	20	Drum	\$ 136.80	\$ 2,736.00
	5-gallon drum	Disposal	58	Drum	\$ 54.72	\$ 3,173.76
1.5	Flammable Liquid					
	55-gallon drum	Disposal	118	Drum	\$ 182.40	\$ 21,523.20
	30-gallon drum	Disposal	30	Drum	\$ 136.80	\$ 4,104.00
	5-gallon drum	Disposal	46	Drum	\$ 54.72	\$ 2,517.12
1.6	Non-hazardous (miscellaneous)					
	55-gallon drum	Disposal	40	Drum	\$ 144.00	\$ 5,760.00
	30-gallon drum	Disposal	20	Drum	\$ 108.00	\$ 2,160.00
	5-gallon drum	Disposal	20	Drum	\$ 43.20	\$ 864.00
1.7	Mercury					
	A. Metallic in containers	Recycle				
	30-gallon labpack drum	Recycle	5	Drum	\$ 1,056.00	\$ 5,280.00
	5-gallon drum	Recycle	10	Drum	\$ 528.00	\$ 5,280.00
	B. Mercury contaminated debris (> 260 ppm) such as broken thermometers or carpet that contains mercury contamination from spill	Retort/Recovery and Recycling Mercury				
	55-gallon labpack drum	Recycle	2	Drum	\$ 2,304.00	\$ 4,608.00
	30-gallon drum	Recycle	2	Drum	\$ 1,056.00	\$ 2,112.00
	5-gallon drum	Recycle	4	Drum	\$ 528.00	\$ 2,112.00

1.8	Reactives such as Calcium Carbide, Zinc Powder, Sodium metal (dangerous when wet)					
	5-gallon labpack drum	Disposal	2	Drum	\$ 244.80	\$ 489.60
1.9	Organic Peroxides (methyl ethyl ketone peroxide, benzoyl peroxide)					
	5-gallon labpack drum	Disposal	17	Drum	\$ 120.00	\$ 2,040.00
1.10	Camping Stove-Propane					
	Cylinder	Recycle	65	Cyl	\$ 12.48	\$ 811.20
1.11	MAPP Gas					
	16 oz. containers	Disposal	20	Cyl	\$ 12.48	\$ 249.60
1.12	LabPack waste containing a mixture of both corrosives (acid and base) and solvents such as chloroform, hexane, and methanol					
	5-gallon labpack drum	Disposal	2	Drum	\$ 54.72	\$ 109.44
1.13	Class 2 Liquids					
	5-gallon drum	Disposal	12	Drum	\$ 54.72	
1.14	Broken glass disposal boxes - Containing trace residue of narcotics such as amphetamine, methamphetamine, cocaine, opioids and synthetic opioids, phencyclidine, and cannabinoids					
	40 pound box	Disposal	4	Box	\$ 240.00	\$ 960.00
1.15	Onsite chemist including travel (when requested by department)		3	Hour	\$ 59.52	
Category B Subtotal 1.0 (All items 1.1-1.15):						\$ 133,082.88
2.0	Bulk Streams					
Item #	Description	Method	Quantity	Unit of Measure	Unit Price	Extended Price
2.1	Mixed solvents & oil-based paint sludge (55-gallon)					
	A. >10,000 BTUs per pound (<3% Solids, <5% Halogens)	Disposal	60	Drum	\$ 72.00	\$ 4,320.00
	B. 5,000 - 10,000 BTUs per pound (<10% Solids, <5% Halogens)	Disposal	70	Drum	\$ 91.20	\$ 6,384.00
2.2	Flammable Solvents>5000 Btu/pound					
	55-gallon drum	Fuels Blending	8	Drum	\$ 72.00	\$ 576.00
2.3	Flammable Solvents<5000 Btu/pound					
	55-gallon drum	Disposal	16	Drum	\$ 273.60	\$ 4,377.60
2.4	Corrosive Liquids, D002					
	55-gallon drum	Disposal	8	Drum	\$ 528.00	\$ 4,224.00
2.5	Paint sludge, <5,000 BTUs per pound					
	55-gallon drum	Disposal	6	Drum	\$ 408.00	\$ 2,448.00
2.6	Paint sludge, >5,000 BTUs per pound					
	55-gallon drum	Disposal	4	Drum	\$ 192.00	\$ 768.00
2.7	Oil-based paint in cans					
	Cubic yard box	Disposal	64	Cu. Yd.	\$ 456.00	\$ 29,184.00
2.8	Oil-based paint in cans					
	55-gallon drum	Disposal	7	Drum	\$ 168.00	\$ 1,176.00
2.9	Waste latex paint					
	55-gallon drum	Disposal	144	Drum	\$ 100.80	\$ 14,515.20
	55-gallon drum	Recycle	50	Drum	\$ 182.40	\$ 9,120.00
2.10	Mixed paint					
	55-gallon drum	Disposal	4	Drum	\$ 182.40	\$ 729.60
2.11	Aerosol Cans					
	Cubic yard box	Disposal	25	Cu. Yd.	\$ 638.40	\$ 15,960.00
2.12	Alkaline Batteries					
	30 gallon drum	Recycle	4	Drum	\$ 396.00	\$ 1,584.00
	5 gallon drum	Recycle	36	Drum	\$ 120.00	\$ 4,320.00
	2 gallon drum	Recycle	4	Drum	\$ 120.00	\$ 480.00
2.13	Lithium Batteries					
	5-gallon drum	Recycle	10	Drum	\$ 144.00	\$ 1,440.00
	30-gallon drum	Recycle	1	Drum	\$ 360.00	\$ 360.00
2.14	Ni-Cd Batteries					
	55-gallon drum	Recycle	2	Drum	\$ 528.00	\$ 1,056.00
	30-gallon drum	Recycle	7	Drum	\$ 396.00	\$ 2,772.00
	5-gallon drum	Recycle	81	Drum	\$ 120.00	\$ 9,720.00
2.15	Li-Ion Batteries					
	30-gallon drum	Recycle	2	Drum	\$ 360.00	\$ 720.00
	5-gallon drum	Recycle	10	Drum	\$ 144.00	\$ 1,440.00

2.16	NiMh Batteries					
	5-gallon drum	Recycle	16	Drum	\$ 139.20	\$ 2,227.20
2.17	Batteries (mixed)					
	30-gallon drum	Recycle	4	Drum	\$ 450.00	\$ 1,800.00
2.18	Lead Acid Batteries					
	Pound	Recycle	5000	Pound	\$ 0.53	\$ 2,650.00
2.19	Camping Stove-Propane					
	16.4 oz cylinders	Recycle	100	Drum	\$ 240.00	\$ 24,000.00
2.20	PCB capacitors/ballasts					
	30-gallon drum	Recycle	2	Drum	\$ 360.00	\$ 720.00
	55-gallon drum	Recycle	3	Drum	\$ 480.00	\$ 1,440.00
2.21	Non-PCB capacitors/ballasts					
	30-gallon drum	Recycle	5	Drum	\$ 62.40	\$ 312.00
2.22	Freon- R12, R22, R134A					
	30 Pound Cylinder (cylinder return requested)	Recycle	12	Cyl.	\$ 85.44	\$ 1,025.28
	30 Pound Cylinder (cylinder return requested)	Disposal	2	Cyl.	\$ 403.20	\$ 806.40
2.23	Fluorescent lamps, Recycle					
	30-gallon fiber, U-Shaped	Recycle	10	Drum	\$ 120.00	\$ 1,200.00
	30-gallon fiber, CFLs	Recycle	16	Drum	\$ 120.00	\$ 1,920.00
	8 ft. box (minimum 18 lamps/box)	Recycle	14	Box	\$ 40.00	\$ 560.00
	4ft. box (minimum 36 lamps/box)CFL	Recycle	101	Box	\$ 20.00	\$ 2,020.00
2.24	Crushed/broken fluorescent lamps					
	55-gallon drum (Assume 300 lbs. per drum)	Recycle	6	Drum	\$ 177.60	\$ 1,065.60
	30-gallon drum	Recycle	5	Drum	\$ 133.20	\$ 666.00
2.25	High Intensity Discharge (HID) lamps					
	Gaylord box(4' x 4' x 4') HID lamps	Recycle	12	Box	480	
2.26	LED lights					
	55-gallon drum	Recycle	1	Drum	\$ 160.00	
	30-gallon drum	Recycle	2	Drum	\$ 120.00	
2.27	Solvent-soaked rags, absorbent, >5000 BTU, Solid Fuels					
	55-gallon drum	Disposal	6	Drum	\$ 216.00	\$ 1,296.00
2.28	Oily wastewater or oil/water mix (30% oil/70% water)					
	55-gallon drum	Disposal	1	Drum	\$ 100.80	\$ 100.80
2.29	Oil-contaminated soil/absorbent (non-haz)					
	55-gallon drum	Disposal	27	Drum	\$ 91.20	\$ 2,462.40
2.30	Used Motor Oil/Lubricants					
	55-gallon drum	Recycle	1	Drum	\$ 72.00	\$ 72.00
2.32	Metal Blast Media, RCRA Hazardous					
	55-gallon drum	Disposal	8	Drum	177.6	
2.33	Metal Blast Media, Class 1					
	55-gallon drum	Disposal	35	Drum	91.2	
2.34	Toxic Liquids (as per RCRA)					
	55-gallon drum	Disposal	1	Drum	288	
	30-gallon drum	Disposal	1	Drum	216	
	5-gallon drum	Disposal	1	Drum	86.4	
2.35	Asbestos - Friable					
	55-gallon drum	Disposal	7	Drum	120	
2.36	Class I wastes (55 gallons)					
	55-gallon, Oily Solids	Disposal	80	Drum	91.2	
	55-gallon, Oily Water	Disposal	80	Drum	134.4	
	55-gallon, Liquids, General	Disposal	120	Drum	100.8	
	55-gallon, Corrosive Liquids, General	Disposal	2	Drum	144	
	55-gallon, Solids, General	Disposal	80	Drum	91.2	
	55-gallon, Corrosive Solids, General	Disposal	8	Drum	91.2	
Category B Subtotal 2.0 (All items 2.1-2.36):						\$ 164,018.08
3.0	Stop Charges					
Item #	Description		Estimated Annual Quantity		Unit Price	Extended Price
3.1	Stop charges - To be charged for pickups at locations other than the City's Household Hazardous Waste Collection Facility		30		\$ 336.00	\$ 10,080.00
TOTAL EXTENDED PRICE (Subtotal Category A and Category B):						\$ 2,348,624.96

CATEGORY C ADDITIONAL ITEMS - These items will not be used to determine award.

1.0 Emergency Response and Equipment				
Please provide itemized list of primary equipment or supplies not previously listed herein that will be used in the event of an emergency. You may provide				
Item #	Description	Unit of Measure	Unit Price	
1.1	Clean and remove Schedule 1 residue from illegal drug lab			
1.2	*** See Emergency Response Rate Sheets In Attachment 1 ***			
1.3				
1.4				
1.5				
1.6				
1.7				
1.8				
1.9				
1.10				
1.11				
1.12				
1.13				
1.14				
2.0 Supplies				
Item #	Description	Unit of Measure	Unit Price	
2.1	85-gallon drum	EACH	\$	296.00
2.2	85-gallon drum poly	EACH	\$	256.00
2.3	55-gallon open-top steel	EACH	\$	90.40
2.4	55-gallon closed-top steel	EACH	\$	67.20
2.5	55-gallon open-top poly	EACH	\$	80.00
2.6	55-gallon closed-top poly	EACH	\$	100.00
2.7	30-gallon closed-top poly	EACH	\$	86.40
2.8	30-gallon open-top poly	EACH	\$	105.60
2.9	30-gallon closed-top steel	EACH	\$	111.20
2.10	30-gallon open-top steel	EACH	\$	103.20
2.11	20-gallon open poly	EACH	\$	70.40
2.12	20-gallon open fiber (PG-I container)	EACH	\$	29.60
2.13	20-gallon steel drum, open-top	EACH	\$	81.60
2.14	20-gallon steel drum, closed-top	EACH	\$	100.80
2.15	8-gallon steel drum, closed-top	EACH	\$	100.80
2.16	5-gallon poly	EACH	\$	19.20
2.17	5-gallon metal pail closed-top	EACH	\$	23.64
2.18	5-gallon metal pail screw top	EACH	\$	47.20
2.19	1-gallon poly screw top	EACH	\$	12.00
2.20	1 CY Box/Bag (Non-stamped)	EACH	\$	85.60
2.21	1 CY DOT Stamped Box	EACH	\$	85.60
2.22	16 lb bag of vermiculite	EACH	\$	56.44
3.0 Mobilization Charges				
Description	Quantity	Unit of Measure	Unit Price	Extended Price
Mobilization Charge is for additional temporary collection services. Please assume 30 Bidder staff for each event. Additional temporary collection services will not exceed two per calendar year.	2	Event	\$ 40,000.00	
COMPANY NAME: _Clean Harbors Environmental Services, Inc._				
COMPANY EMAIL: _(Local Contact: Filmore "Paul" Bordelon) - bordelon.filmore@cleanharbors.com_				



**ADDENDUM
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 5000 SLW1078

Addendum No: 1

Date of Addendum: 1/31/2023

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

I. **Extension:** The submittal due date is hereby extended until Thursday, February 16, 2023 at 2 PM.

II. **Questions and Answers:**

Q1: Please provide the current contact rates of the City of Austin Household Hazardous Waste Collection program.

A1: Current contract information can be found [HERE](#).

Q2: Is it necessary for the Offeror to be a TSDF owner?

A2: With RCRA Subtitle C "Cradle To Grave" responsibility for Hazardous Waste, the City requires the contractor own a TSDF that will be audited by the City and must meet the Federal, State, and Local regulations. Also, under the Household Hazardous Waste guidelines, the contractor will assume generator status of the material shipped to the TSDF from the City's HHW Facility. With these requirements in mind, the City desires to work directly with the TSDF regarding any concerns with disposal or recycling of the City's Hazardous Waste.

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

ACKNOWLEDGED BY:

George L. Curtis - EVP

Name

Authorized Signature

February 17, 2023

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
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
CITY OF AUSTIN, TEXAS

Solicitation: IFB 5000 SLW1078

Addendum No: 2

Date of Addendum: 2/9/2023

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

I. **Extension:** The submittal due date is hereby extended until Thursday, February 23, 2023 at 2 PM.

II. **Questions and Answers:**

Q1: Is there a previous scenario you can share on the Emergency Response section (spill response; on roads, land, asphalt, soil, type of waste; hydraulic oil, used oil, biohazard cleanup, etc.)?

A1: The current contract has not been used for these services. Watershed Protection Department (WPD) might use the contract when there is hazardous material on public property and a responsible party cannot be identified. The City assumes responsibility as the property owner. Another circumstance would be if WPD is responsible for a hazardous material spill that needs to be remediated. The scenarios below are all real examples of times we've used this type of contract.

Scenario 1: 55-gallon drum of unknown contents found on public sidewalk. No label or other information to determine where it came from.

Scenario 2: Hundreds of unused needles found in a concentrated area in a section of creek.

Scenario 3: Epoxy spill to a creek from a WPD CIP project.

Q2: Can we include a bulk disposal item per ton/yard for remediation efforts on soil/sands and or liquids, due to spills on drainage or hard surfaces?

A2: Bulk disposal for remediation can be written into Category C, Section 1.

Q3: Can we have a site visit of the RRDOC collection locations?

A3: Yes, a site visit is scheduled for February 15th from 9 AM to 10 AM at 2514 Business Center Drive.

Q4: Can you provide documentation from a previous monthly pickup?

A4: A manifest of a weekly pickup for Austin Resource Recovery is included below as Attachment A.

Q5: What are the total RRDOC pickup and spill response quantities from last year?

A5: RRDOC has not had a need for spill response services under the current contract. A spreadsheet detailing RRDOC pickups for a year are included below as Attachment B.

Q6: Has the City performed any mobile events since 2019? If so, how many events have taken place annually?

A6: No mobile events have taken place.

Q7: In Section 1.0 (Category A - Line 1.9) and 1.0 (Category B - Line 1.10) the unit of measure for Camping Stove-Propane is "\$/Cylinder. In 2.0 (Category B - Line 2.19) it appears they switched to \$/Drum. Is this correct or are should this be \$/cylinder?

A7: This is correct.

Q8: What are the quantities of supplies ordered under this contract? How does the City account for these costs?

A8: The cost of materials, supplies, and disposal should be included in the unit price for all of Category A. No additional costs should be invoiced beyond the unit price submitted on the price sheet. For Category B, departments will be charged as included in Section 2.0 of Category C. These materials and supplies will be invoiced separately from the unit price offered in Category B. If line items are left blank or bid as "0" in Section 2.0, no additional charges may be invoiced beyond the unit price in Category B.

A breakout of supplies ordered in 2022 under the current contract for Category A is included below as Attachment C.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

George L. Curtis - EVP

Name



Authorized Signature

February 17, 2023

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
COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL OF HAZARDOUS WASTE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 5000 SLW1078

Addendum No: 3

Date of Addendum: 2/17/2023

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

- I. Site visit sign in sheet is attached.
- II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

George L. Curtis - EVP

Name



Authorized Signature

February 22, 2023

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.