



Amendment No. 3  
to  
Contract No. GA130000024  
for  
Pet Waste Bags, Dispensers, and Waste Receptacles  
between  
ZW USA Inc., dba Zero Waste USA  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 19, 2016 term for the extension option will be October 19, 2016 to October 18, 2017 and there are no remaining options.
- 2.0 The total contract amount is increased by \$64,825.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/19/12 – 10/18/13	\$ 129,650.00	\$ 129,650.00
Amendment No. 1: Option 1 10/19/14 – 10/18/15	\$64,825.00	\$194,475.00
Amendment No. 2: Option 2 10/19/15 – 10/18/16	\$64,825.00	\$259,300.00
Amendment No. 3: Option 3 10/19/16 – 10/18/17	\$64,825.00	\$324,125.00

3\$.0 MBE/WBE goals were not established for this contract.

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

5.0 All other terms and conditions remain the same.

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

Signature & Date:

Printed Name: Ernie Cote  
Authorized Representative

Signature & Date: 10/7/2016

Linell Goodin-Brown  
Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

10-12-16

ZW USA Inc.  
12310 World Trade Drive Ste.107  
San Diego, CA 92128



Amendment No. 2  
to  
Contract No. GA130000024  
for  
Pet Waste Bags, Dispensers, and Waste Receptacles  
between  
ZW USA Inc., dba Zero Waste USA  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 19, 2015 term for the extension option will be October 19, 2015 to October 18, 2016 and there is one remaining option.
- 2.0 The total contract amount is increased by \$64,825.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/19/12 – 10/18/13	\$ 129,650.00	\$ 129,650.00
Amendment No. 1: Option 1 10/19/14 – 10/18/15	\$64,825.00	\$194,475.00
Amendment No. 2: Option 2 10/19/15 – 10/18/16	\$64,825.00	\$259,300.00

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

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

Signature & Date:

Printed Name:

Authorized Representative

*Laurie Cote*  
ZW Operations Manager

Signature & Date:

*Linell Goodin-Brown*

City of Austin

Purchasing Office

ZW USA Inc.  
12310 World Trade Drive Ste.107  
San Diego, CA 92128



Amendment No. 1  
to  
Contract No. GA130000024  
for  
Pet Waste Bags, Dispensers, and Waste Receptacles  
between  
ZW USA Inc., dba Zero Waste USA  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 19, 2014 term for the extension option will be October 19, 2014 to October 18, 2015 and there are two remaining options.
- 2.0 The total contract amount is increased by \$64,825.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/19/12 – 10/18/13	\$ 129,650.00	\$ 129,650.00
Amendment No. 2: Option 2 <i>DBA</i> 10/19/14 – 10/18/15	\$64,825.00	\$194,475.00

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

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

Signature & Date: *[Signature]* 10-1-14  
Printed Name: *Anthony Gilas*  
Authorized Representative

Signature & Date: *[Signature]* 10/18/14  
Debbie DePaul, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

ZW USA Inc.  
12310 World Trade Drive Ste.107  
San Deigo, CA 92128



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

October 19, 2012

ZW USA INC. dba Zero Waste USA  
Michael Gilas  
12310 World Trade Drive Suite 107  
San Diego, CA 92128

Dear Michael Gilas:

The Austin City Council approved the execution of a contract with your company for PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES in accordance with the referenced solicitation.

Responsible Department:	Watershed Protection
Department Contact Person:	Donna Lee Bliss
Department Contact Email Address:	<a href="mailto:donna-lee.bliss@austintexas.gov">donna-lee.bliss@austintexas.gov</a>
Department Contact Telephone:	512-974-2530
Project Name:	PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES
Contractor Name:	ZW USA INC. dba Zero Waste USA
Contract Number:	GA130000024
Contract Period:	10/19/2012 – 10/18/2014
Extension Options:	3-12 months
Contract Amount:	\$64,825
Requisition Number:	6300 12032800280
Solicitation Number:	SDC0248 REBID
Agenda Item Number:	58
Council Approval Date:	10/11/2012

A copy of the contract/purchase order will be forwarded by mail.

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

Sincerely,

Steve Cocke  
Buyer II  
Purchasing Office  
Finance and Administrative  
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
ZW USA INC. dba Zero Waste USA ("Contractor")  
for  
PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES  
Contract Number GA130000024**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between ZW USA INC. dba Zero Waste USA having offices at San Deigo, CA 92128 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SDC0248 REBID.

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

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), SDC0248 REBID including all documents incorporated by reference

1.1.3 ZW USA INC. dba Zero Waste USA Offer, dated 7/12/2012, including subsequent clarifications

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

1.2.1 This Contract

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

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

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

**1.4 Term of Contract.** The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$129,650 for the initial Contract term and \$64,825 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**CITY OF AUSTIN**

Printed Name of  
Authorized Person: Steve Cocke

Signature: Steve Cocke

Title: Buyer II

Date 10/19/2012

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
ZW USA INC. dba Zero Waste USA ("Contractor")  
for  
PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES  
Contract Number GA130000024**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between ZW USA INC. dba Zero Waste USA having offices at San Deigo, CA 92128 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

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This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**CITY OF AUSTIN**

Printed Name of  
Authorized Person:

Steve Cocke

Signature:

Steve Cocke

Title:

Buyer II

Date

10/19/2012

*C. Danielle Ford* 1/23/14  
Corp-Contract Compliance Manager

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: SDC0248 REBID

COMMODITY/SERVICE DESCRIPTION: PET WASTE BAGS,  
DISPENSERS, AND WASTE RECEPTACLES

DATE ISSUED: 6/25/2012

REQUISITION NO.: 6300- 12032800280

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 0400351

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:

BID DUE PRIOR TO: 7/17/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Cocke

Buyer II

Phone: (512) 974-2003

BID OPENING TIME AND DATE: 7/17/2012 @ 2:15 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

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

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

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

### SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date:

Company Name: ZW USA INC

Address: 12310 WORLD TRADER #107

City, State, Zip Code SAN DIEGO CA 92128

Phone No. ( 800 ) 789 2563

Fax No. ( 800 ) 789 6619

Email Address: tony@zerowasteusa.com

**BID SHEET**  
**CITY OF AUSTIN**  
**SOLICITATION NAME: PET WASTE BAGS, DISPENSERS, & WASTE RECEPTACLES**

<b>IFB No.</b> SDC0248 REBID <b>RX No.</b> RQM6300 12032800280 <b>Date:</b> 6/25/2012 <b>Buyer:</b> Steve Cocke
<b>Copies of Bids:</b> Vendor must submit <b>TWO</b> copies of its signed bid - one original and one copy
<b>Special Instructions:</b> Commodity shall be bid on the basis fo FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. <b>No minimum order quantity. Delivery within 10 business days of receipt of order release.</b>
<b>Bidders are reminded that only ONE make/model may be offered per bid sheet line item. To offer more than one make/model will render you submittal non-responsive and disqualified.</b>
<b>***BIDDER MUST BID ON <u>ALL</u> ITEMS TO BE CONSIDERED FOR AWARD***</b>
<b>THIS IS A 24 MONTH CONTRACT WITH THREE 12-MONTH OPTIONS TO EXTEND. FIRM PRICES ARE TO BE BID FOR THE FIRST 12-MONTH PERIOD.</b>

<b>1.0</b>	<b>BIDDER MUST BID ON <u>ALL</u> ITEMS TO BE CONSIDERED FOR AWARD</b>				
<b>Line No.</b>	<b>Description</b>	<b>Est. Qty, Annual</b>	<b>Unit of measure</b>	<b>Unit Cost Delivered</b>	<b>Extended Cost</b>
1.1	Pet waste <b>bags</b> as per the attached Specification in Section 0500 Paragraph 4.1  <b>Manufacturer and part number offered:</b> Zero waste USA 55B009-M2W	2,500,000	each	\$ 0,0145	\$ 36,250 <sup>02</sup>

1.2	Pet waste bag <b>dispensors</b> as per the attached Specification in Section 0500, Paragraph 4.2  <b>Manufacturer and part number offered:</b> Zero waste USA SSB-010	200	each	\$ 59 <sup>00</sup>	\$ 11 800 <sup>00</sup>
1.3	Pet waste <b>receptacle</b> , as per the attached Specification in Section 0500, Paragraph 4.3.  <b>Manufacturer and part number offered:</b> Zero waste USA SEN10-G	200	each	\$ 79 <sup>00</sup>	\$ 15 800 <sup>00</sup>
1.4	Pet waste receptacle <b>liners</b> , as per the attached Specification in Section 0500, Paragraph 4.4.  <b>Manufacturer and part number offered:</b> Zero waste USA JJB 33	5000	each	\$ 0.195	\$ 975 <sup>00</sup>
<b>TOTAL AMOUNT:</b>					\$ 64 825 <sup>00</sup>

2.0	<b>Warranty: Bidder shall include with their bid submittals complete warranty information for the items above.</b> <b>Stated warranty time in months:</b>
	Bidder submits warranty period for the Dispensor & Receptacle (there will be no-cost replacement if no mutilation.) <div>12 months</div>

3.0	<b>Bidder submits their single point of contact information as required by paragraph 6.2 of the specification in section 0500:</b>
	<div>Anthony Gilas</div> <div>Bidders Contract SPOC (printed)</div> <div>856 445 5102</div> <div>SPOC's cell phone</div> <div>tony@zerowasteusa.com</div> <div>SPOC's email address</div> <div>800 789 2563</div> <div>SPOC's office phone</div>

<b>4.0</b>	<b>Submittal attachments: Bidder shall include the following items with their bid submittal as per the specification in Section 0500:</b>
<b>4.1</b>	Technical specifications on all items offered, as per paragraph 6.1.1, including available colors for the bags
<b>4.2</b>	Full warranty conditions, as per paragraph 6.1.2
<b>4.3</b>	Sample pet waste bags, dispenser, and waste receptacle, as per paragraph 6.1.3. <b>If Bidder already sent samples for the original solicitation that was recently cancelled, they are exempt from providing new samples.</b>
<b>4.4</b>	Statement of maximum time for 100% degradability of offered bags and liners as per paragraph 6.1.4:
<b>4.5</b>	Proof of any environmental certificates, as per paragraph 6.1.6
<b>4.6</b>	References as per paragraph 6.3, using Form "A"
<b>4.7</b>	Bidder's business history with respect to the commodities offered as per paragraph 6.4

**COMPANY NAME:**

ZW USA dba / Zero Waste USA

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:**



**PRINTED NAME AND TITLE:**

Anthony Gias, Pres

ATTACHMENT "A"

REFERENCES

3 PAGES

**Form Instructions:** Please complete and return this form with the bid/quote. The Bidder shall furnish references for three (3) customers to whom products and/or services of the same size and scope. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

**SOLICITATION NUMBER:** SDC0248 REBID

**VENDOR'S NAME:** ZERO WASTE USA

**DATE:** 7-12-12

1. Company's Name CITY OF ALBUQUERQUE  
Name of Contact TED CHAVES  
Title of Contact PURCHASING  
Present Address 5501 AVENT NE BLDG C  
City, State, Zip Code ALBUQUERQUE NM 87109  
Current Phone (505) 857-8669 Fax (505) 857-8641  
Project Name \_\_\_\_\_  
Project Start Date (month/year) 2009 Project End Date (month/year) present  
Project Size bags, stations, dispensers

**Project Description**

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

(same)

2. Company's Name City of Sarasota  
Name of Contact Kathryn WILT  
Title of Contact Purchasing  
Present Address 1001 Sarasota Center BLVD  
City, State, Zip Code Sarasota FL 37240  
Current Phone (941) 690-2141 Fax ( ) -  
Project Name \_\_\_\_\_  
Project Start Date 2009 Project End Date present  
(month/year) (month/year)  
Project Size bags, stations, dispensers

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

same

3. Company's Name City of Dallas  
Name of Contact Lakesha Brown  
Title of Contact PURCHASING DECKS TRAC  
Present Address 4301 PENNSYLVANIA AVE  
City, State, Zip Code Dallas TX 75201  
Current Phone (214) 671-0200 Fax (214) 670 0348  
Project Name \_\_\_\_\_  
Project Start Date 2009 Project End Date present  
(month/year) (month/year)  
Project Size bags, stations, dispensers

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

same

4. Company's Name City of Anaheim  
Name of Contact Phil Yumas  
Title of Contact Parks + Rec  
Present Address 900 E South St  
City, State, Zip Code Anaheim CA 92805  
Current Phone (714) 765-5237 Fax (714) 765 4693  
Project Name \_\_\_\_\_  
Project Start Date (month/year) 2011 Project End Date (month/year) present  
Project Size waste bag

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.) same Bag

5. Company's Name CITY OF ROUND ROCK  
Name of Contact R. JOHNSON PARKS + REC  
Title of Contact \_\_\_\_\_  
Present Address 300 SOUTH BURNET  
City, State, Zip Code ROUND ROCK TX 78664  
Current Phone (512) 341-3349 Fax (512) 218-5548  
Project Name \_\_\_\_\_  
Project Start Date (month/year) 2009 Project End Date (month/year) present  
Project Size waste bag, station

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.) same

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

SOLICITATION NO SDC0248 REBID

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

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

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


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

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. SDC0248 REBID

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center; justify-content: center;">ZW USA</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; min-height: 40px; display: flex; align-items: center; justify-content: center;"></div>	Date:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center; justify-content: center;">7-12-12</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center; justify-content: center;">ANTHONY GILAZ</div>		
Title:	<div style="border: 1px solid black; min-height: 20px; display: flex; align-items: center; justify-content: center;">President</div>		

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. SDC0248 REBID  
FOR

PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES

**State of Texas**

**County of Travis**

**The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

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

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

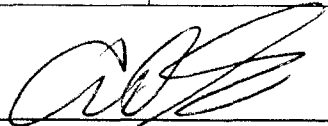
There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

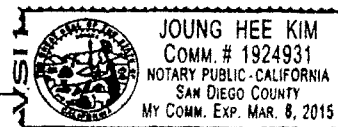
Offeror's  
Explanation:

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px; text-align: center;">2W USA</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px; text-align: center;">ANTHONY GILAS</div>
Title:	<div style="border: 1px solid black; padding: 2px; text-align: center;">Pres.</div>

  
\_\_\_\_\_  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 12<sup>th</sup> day of July, 2012



  
\_\_\_\_\_  
Notary Public

My Commission Expires Mar. 8, 2015

**CITY OF AUSTIN  
WORKPLACE CONDITIONS AFFIDAVIT  
FOR ALL FACILITIES INVOLVED IN THE PERFORMANCE OF THIS CONTRACT**

SOLICITATION NO. SDC0248 REBID

For

PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES

State of Texas  
County of Travis

I, Anthony Gilas, being first duly sworn, depose and say:

1. The following are the names of any country of production and the names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this code, which I shall update to indicate any changes to this list of subcontractors, or facilities during the term of the contract:

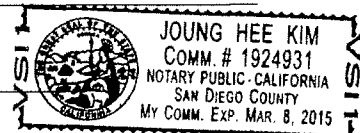
Name of Facility	<u>ZW USA INC warehouse/office</u>	Country of Production	<div style="border: 1px solid black; height: 20px;"></div>
Description of goods or services	<u>office customer service and warehouse shipping</u>		
Physical Address	<u>12310 WORLD TRADE DR</u>	City	<u>SAN DIEGO</u> State <u>CA</u>
<div style="border: 1px solid black; padding: 2px;">Add Facility</div>	Zip Code	<u>92128</u>	Phone Number <u>8007892563</u>

2. Attached and incorporated by reference is an initial and current copy of each of the above-referenced facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any. I shall update this attachment to indicate any change to this information and these standards and policies during the term of this contract.

Contractor's Name:	<u>ZW USA INC</u>
Printed Name:	<u>ANTHONY GILAS</u>
Title:	<u>PRESIDENT</u>

Signature of Officer or Authorized Representative: \_\_\_\_\_

Subscribed and sworn to before me this 12<sup>th</sup> day of July, 2012



Notary Public \_\_\_\_\_


My Commission Expires: Mar. 8, 2015

**CITY OF AUSTIN, TEXAS  
BUY AMERICAN ACT CERTIFICATE**  
(Please duplicate as needed)

**SOLICITATION NO.** SDC0248 REBID

1. The Offeror certifies that each end product, except those listed in paragraph below, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in Section 0300, paragraph 55, entitled "Buy American Act-Supplies."
2. Foreign End Products:

<b>Add Item</b>	Line Item No. <span style="border: 1px solid black; padding: 2px;">1.1</span>	Country of Origin <span style="border: 1px solid black; padding: 2px;">CHINA</span>
<input type="checkbox"/> Check if Foreign End Product is treated as domestic on an approved Government List (Attach Documentation)		

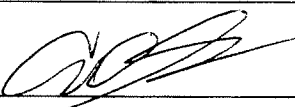
Contractor's Name:	ZERO WASTE USA		
Signature of Officer or Authorized Representative:		Date:	7-11-12
Printed Name:	ANTHONY GILAS		
Title:	PRESIDENT		

**CITY OF AUSTIN, TEXAS  
BUY AMERICAN ACT CERTIFICATE**  
(Please duplicate as needed)

**SOLICITATION NO.** SDC0248 REBID

1. The Offeror certifies that each end product, except those listed in paragraph below, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in Section 0300, paragraph 55, entitled "Buy American Act-Supplies."
2. Foreign End Products:

<b>Add Item</b>	Line Item No. <span style="border: 1px solid black; padding: 2px;">1.2</span>	Country of Origin <span style="border: 1px solid black; padding: 2px;">CHINA</span>
<input type="checkbox"/> Check if Foreign End Product is treated as domestic on an approved Government List (Attach Documentation)		


Contractor's Name:	ZERO WASTE USA		
Signature of Officer or Authorized Representative:		Date:	7-11-12
Printed Name:	ANTHONY GILAS		
Title:	PRESIDENT		

**CITY OF AUSTIN, TEXAS  
BUY AMERICAN ACT CERTIFICATE**  
(Please duplicate as needed)

**SOLICITATION NO.** SDC0248 REBID

1. The Offeror certifies that each end product, except those listed in paragraph below, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in Section 0300, paragraph 55, entitled "Buy American Act-Supplies."
2. Foreign End Products:

<span style="border: 1px solid black; padding: 2px;">Add Item</span>	Line Item No. <span style="border: 1px solid black; padding: 2px;">1.3</span>	Country of Origin <span style="border: 1px solid black; padding: 2px;">CHINA</span>
<input type="checkbox"/> Check if Foreign End Product is treated as domestic on an approved Government List (Attach Documentation)		

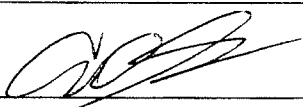
Contractor's Name:	<span style="border: 1px solid black; display: block; text-align: center;">ZERO WASTE USA</span>		
Signature of Officer or Authorized Representative:		Date:	<span style="border: 1px solid black; display: block; text-align: center;">7-11-12</span>
Printed Name:	<span style="border: 1px solid black; display: block; text-align: center;">ANTHONY GILAS</span>		
Title:	<span style="border: 1px solid black; display: block; text-align: center;">PRESIDENT</span>		

**CITY OF AUSTIN, TEXAS**  
**BUY AMERICAN ACT CERTIFICATE**  
(Please duplicate as needed)

**SOLICITATION NO.** SDC0248 REBID

1. The Offeror certifies that each end product, except those listed in paragraph below, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in Section 0300, paragraph 55, entitled "Buy American Act-Supplies."
2. Foreign End Products:

<span style="border: 1px solid black; padding: 2px;">Add Item</span>	Line Item No. <span style="border: 1px solid black; padding: 2px;">1.4</span>	Country of Origin <span style="border: 1px solid black; padding: 2px;">CHINA</span>
<input type="checkbox"/> Check if Foreign End Product is treated as domestic on an approved Government List (Attach Documentation)		

Contractor's Name:	<span style="border: 1px solid black; display: block; text-align: center;">ZERO WASTE USA</span>		
Signature of Officer or Authorized Representative:		Date:	<span style="border: 1px solid black; display: block; text-align: center;">7-11-12</span>
Printed Name:	<span style="border: 1px solid black; display: block; text-align: center;">ANTHONY GILAS</span>		
Title:	<span style="border: 1px solid black; display: block; text-align: center;">PRESIDENT</span>		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: SDC0248 REBID

PROJECT NAME: **PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES**

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

ZW USA INC / ZERO WASTE USA  
Company Name

Anthony Gilas Pres.  
Name and Title of Authorized Representative (Print or Type)

[Signature]  
Signature


7-12-12  
Date

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
SOLICITATION NO. SDC0248 REBID

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

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

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☒ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; min-height: 20px; text-align: center;">ZV USA INC</div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; min-height: 40px; text-align: center;"></div>	Date:	<div style="border: 1px solid black; min-height: 20px; text-align: center;">7.12.12</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px; text-align: center;">ANTHONY GILAS</div>		
Title:	<div style="border: 1px solid black; min-height: 20px; text-align: center;">PRESIDENT</div>		

# Warranty

## ZERO WASTE USA LIMITED 1 Year WARRANTY

Zero Waste USA (Seller) shall make good by replacement or, by mutual agreement between Seller and the Customer, repair any failure (fair wear and tear excepted) in the goods and/or services which, under conditions of proper use and maintenance, results from defects in the Seller's manufacture, design, materials or workmanship and which appears not later than 12 months after the Date of Delivery.

The Seller's liability under this Condition shall automatically cease if:

The Customer shall not have paid for all Goods supplied provided under any contract by the due date or is otherwise in breach of this or any other contract made with the Seller or,

The Seller or its servants or agents are denied full and free right of access to the allegedly defective Goods or the Customer has not properly maintained the Goods or,

The defect or failure is caused by willful damage, neglect misuse, improper installation, accident or abnormal working conditions or continued use after a defect has become apparent or,

The Customer has failed to notify the Seller in writing of any defect or suspected defect within 30 days of the same coming to the knowledge of the Customer or,

If such defect or failure arises as a result of any inaccurate or incomplete information or details supplied by the Customer or in any defect or inaccuracy in any operating conditions, equipment or other property of the Customer.

THE WARRANTY SET OUT HERIN SHALL BE IN LIEU OF ANY WARRANTIES CONDITIONS OR UNDERTAKING WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE HOWSOEVER WHICH WARRANTIES, CONDITIONS AND UNDERTAKINGS ARE HEREBY EXPRESSLY EXCLUDED, EXCEPT THAT SUCH EXCLUSIONS WILL NOT APPLY. THE SELLER'S RESPONSIBILITY IS LIMITED TO THE TERMS OF THE FOREGOING PROVISIONS OF THIS CONDITION AND (EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF THE SELLER, ITS SERVANTS OR AGENTS), THE SELLER SHALL NOT BE LIABLE FOR ANY CLAIM FOR DIRECT OR INDIRECT CONSEQUENTIAL OR INCIDENTAL LOSS, INJURY OR DAMAGE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT) MADE BY THE CUSTOMER OR ANY THIRD PARTY AGAINST THE SELLER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN THE GOODS AND/OR SERVICES WHETHER OR NOT SUCH DEFECT IS DIRECTLY OR INDIRECTLY WHOLLY OR IN PART CAUSED BY THE ACT, OMISSION, DEFAULT OR NEGLIGENCE OF THE SELLER, ITS SERVANTS OR AGENTS AND WHETHER OR NOT SUCH DEFECT AMOUNTS TO A BREACH OF A FUNDAMENTAL TERM OR A PRIMARY OBLIGATION OF THE CONTRACT OR A FUNDAMENTAL BREACH THEREOF.

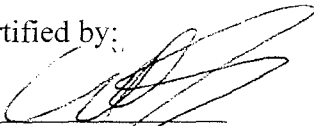
12310 World Trade Drive, # 107  
San Diego, California 92128  
T 800.813.4869  
F 800.789.6619  
[www.zerowasteusa.com](http://www.zerowasteusa.com)

## **CERTIFICATION of oxo-biodegradable EPI Additive**

We hereby certify that our dog waste bags, item JJB009-MZW, are manufactured using 2% EPI additive. Our bags are produced using a 50% recycled plastic and 50% virgin resin plastic content.

EPI (2%) will cause the bags to oxo-biodegrade within 12 months of being placed into landfill conditions

Certified by:



Anthony Gilas  
GENERAL MANAGER  
ZERO WASTE USA

Certification Date: April 11, 2012

12310 World Trade Drive, # 107  
San Diego, California 92128  
T 800.813.4869  
F 800.789.6619  
[www.zerowasteusa.com](http://www.zerowasteusa.com)

## **CERTIFICATION of Bidders History**

ZW USA INC dba/Zero Waste USA has been operating since 2004, serving over 4000 customers in all 50 states.

Zero Waste USA maintains it own fully stocked 10,000 sf warehouse and operations center in San Diego, CA.

CERTIFIED BY:



Anthony Gilas  
PRESIDENT  
ZW USA INC  
dba/ ZERO WASTE USA

DATE: April 11, 2012



EPI ENVIRONMENTAL PRODUCTS INC.

# Official Licensee

**GREATER CHINA PLASTICS CORPORATION**

is an authorized licensee for the manufacture of products incorporating TDPA®.

*Partner for the responsible use and disposal of  
biodegradable plastic in the environment.*

Joseph G. Gho, Chairman and CEO  
EPI Environmental Products Inc.

Date of Issue: April 12, 2012  
Date of Expiry: April 11, 2013  
Certification Number: 1011103070



EPI ENVIRONMENTAL PRODUCTS INC.

# Official Licensee

ZHUHAI DAYANG INDUSTRIAL & TRADE CO., LIMITED

is an authorized licensee for the manufacture of products incorporating TDPA®.

*Partners for the responsible use and disposal of  
biodegradable plastic in the environment.*

Joseph G. Gho, Chairman and CEO  
EPI Environmental Products Inc.

Date of Issue: April 12, 2012  
Date of Expiry: April 11, 2013  
Certification Number: 3011103071

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

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

**Sanctions:**

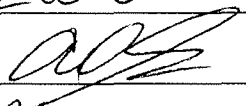
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

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

Dated this 12 day of JULY, 2012

CONTRACTOR

ZW USA INC  
 Anthony Gilas  
President

Authorized Signature

Title

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

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Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

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regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

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to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

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adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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- 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 Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

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or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

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- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **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.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **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.
42. **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

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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.

43. **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.
44. **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.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **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.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **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.
52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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.

53. **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.
54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**55. EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

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- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

## A G E N D A



## Recommendation for Council Action (Purchasing)

Austin City Council

Item ID:

19160

Agenda Number

58.

Meeting Date:

October 11, 2012

Department:

Purchasing

## Subject

Authorize award and execution of a 24-month supply agreement with ZERO WASTE USA, for pet waste management bags and their dispensers and mounted waste receptacles for the Watershed Protection Department, in an amount not to exceed \$129,650 with three 12-month extension options each in an amount not to exceed \$64,825 for a total contract amount not to exceed \$324,125.

## Amount and Source of Funding

Funding in the amount of \$64,825 is available in the Fiscal Year 2012-2013 Operating Budget of the Watershed Protection Department. Funding for the remaining 12 months of the original contract period and extension options is contingent upon available funding in future budgets.

## Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not required.

Purchasing  
Language:

Lowest responsive bid received.

Prior Council  
Action:For More  
Information:

Steve Cocke, Buyer II, 974-2003

Boards and  
Commission  
Action:

MBE / WBE:

This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

Related Items:

## Additional Backup Information

The pet waste management bags and their dispensers and mounted waste receptacles are to be utilized for The Scoop the Poop water quality education program. The program has provided pet waste pick-up bags in our City parks for more than a decade. The Program encourages cleaner parks and helps prevent bacteria from entering Austin's creeks and lakes. By distributing 2.5 million bags in City parks in the past year, the Program prevented approximately 1.25 million pounds of bacteria-laden feces from entering our waterways.

MBE /WBE solicited: 0/1

MBE /WBE bid: 0/0

**BID SUMMARY**

SDC0248 Rebid

PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES  
(4 Line Items)

**VENDOR**

**TOTAL BID**

\*Dogpoopbags.com  
Sandy, UT

\$60,000

Zero Waste USA  
San Diego, CA

\$64,825

HD Supply Facilities  
San Diego, CA

\$80,136

Best Litter Receptacles  
Carolina Shores, NC

\$113,905

Intelligent Products, Inc.  
Burlington, KY

\$135,995

ProPet Dist., Inc.  
Orlando, FL

\$136,300

\*Vendor disqualified for qualifying their bid.

A complete bid tabulation is on file in the Purchasing Office and is on the City of Austin, FASD Purchasing Office website.

**PRICE ANALYSIS**

- a. Adequate competition
- b. Twenty nine notices were sent, including zero MBE and one WBE firms. Six bids were received, with no responses from the MBE /WBEs.
- c. The pricing offered represents a 14 % decrease from the last contract award in September 2007.

**APPROVAL JUSTIFICATION**

- a. Lowest responsive bid received.
- b. The Purchasing Office concurs with Watershed Protection Department recommended award.
- c. Advertised in the Austin American-Statesman and on the Internet.

The information contained in this bid tabulation is for information only and does not constitute actual award/execution of a contract.

BID TABULATION CITY OF AUSTIN PET WASTE BAGS, DISPENSERS, & WASTE RECEPTACLES									
BID NO. SDC0248 REBID									
RX NO. 6300 12032800280									
DATE: 7/17/2012									
BUYER: Steve Cocke									
Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.									
Vendor Name				Dog Poop Bags		Zero Waste USA		HD Supply Facilities	
City, State				Sandy, UT		San Diego, CA		San Diego, CA	
MBE/WBE									
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.1	Pet waste bags as per attached Specification in Section 0500 Paragraph 4.1	2,500,000	EA	\$0.021	\$52,500.00	\$0.0145	\$36,250.00	\$0.018	\$45,000.00
1.2	Pet waste bag dispensors as per the attached Specification in Section 0500, Paragraph 4.2	200	EA	\$10.00	\$2,000.00	\$59.00	\$11,800.00	\$38.18	\$7,636.00
1.3	Pet waste receptacle, as per attached Specification in Section 0500, Paragraph 4.3	200	EA	\$25.00	\$5,000.00	\$79.00	\$15,800.00	\$129.00	\$25,800.00
1.4	Pet waste receptacle liners, as per attached Specification in Section 0500, Paragraph 4.4	5,000	EA	\$0.10	\$500.00	\$0.195	\$975.00	\$0.34	\$1,700.00
TOTAL BID				\$60,000.00		\$64,825.00		\$80,136.00	
Vendor Name				Best Litter Receptacles		Intelligent Products, Inc.		ProPet Dist., Inc.	
City, State				Carolina Shores, NC		Burlington, KY		Orlando, FL	
MBE/WBE									
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.1	Pet waste bags as per attached Specification in Section 0500 Paragraph 4.1	2,500,000	EA	\$0.0275	\$68,750.00	\$0.032	\$80,000.00	\$0.034	\$85,000.00
1.2	Pet waste bag dispensors as per the attached Specification in Section 0500, Paragraph 4.2	200	EA	\$80.00	\$16,000.00	\$59.50	\$11,900.00	\$99.00	\$19,800.00
1.3	Pet waste receptacle, as per attached Specification in Section 0500, Paragraph 4.3	200	EA	\$140.00	\$28,000.00	\$213.00	\$42,600.00	\$150.00	\$30,000.00
1.4	Pet waste receptacle liners, as per attached Specification in Section 0500, Paragraph 4.4	5,000	EA	\$0.231	\$1,155.00	\$0.299	\$1,495.00	\$0.30	\$1,500.00
TOTAL BID				\$113,905.00		\$135,995.00		\$136,300.00	

Prepared By: Julia Ramirez

Approved By: Steve Cocke

Vendor Connection Bid Opportunity Announcement sent to 29 total.

Number of subscribers: [ 30 ] as of 8/22/2012 1:03 PM

[View current subscribers](#)

[New Search](#)

[Download to Excel](#)

Solicitation	Sent	Vendor Code	Legal Name	Email/Fax	Cert_Type	Message
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340252	DOGPOOPBAGS	mark@dogpoopbags.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	NAT8312342	NATIONWIDE SUPPLIES L P	mark@nationwide-supplies.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	V00000905837	ZERO WASTE USA	mike@zerowasteusa.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340256	PILOTROCK	pilotrock@rjthomas.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	NAT8312342	NATIONWIDE SUPPLIES L P	psboylan@aol.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	VS0000023276	ROYAL ANTHONY BURLESON JR.	royalb_99@yahoo.com	NCNR	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340249	PARKNPOPL	sales@parknpool.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	VC0000102854	RAY ALLEN MANUFACTURING LLC	sandra@rayallen.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340248	PARKNPOPL	sarah@parknpool.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	BEN8311720	BENCHMARK K-9 EQUIPMENT	tony@k9equipment.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	SOU7164390	MWI VETERINARY SUPPLY CO	smckinney@mwivet.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	ARR8308520	ARRIBA SCIENTIFIC INC	8666510171		PHONE LINE PROBLEMS
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	ARR8308520	ARRIBA SCIENTIFIC INC	ycarroll@arribascientific.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	ARR8308520	ARRIBA SCIENTIFIC INC	yjcarroll@totalaccess.net		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	AUS8322992	AUSTIN AQUA DOME	austinaquadome@aol.com		
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	PAR8321165	PARKNPOOL CORP	brenda@parknpool.com		
IFB 6300 SDC0248	6/25/2012 8:00 AM	117340257	DOGBAGSANDMORE	admin@dogbagsandmore.com		

## REBID

IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	CSP7084050	C SPECIALTIES INC	cspec@cspecialties.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340254	DOGGIEBAGSEAST	debshaq@aol.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	VC0000101946	THE MCCONNELL GROUP INC	eglover@themccgroup.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340253	GREEN DOG CENTRAL	george@greendogcentral.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	VS0000004102	HEATHER DAWN MUDD	heather@austinaquascapes.com	WDB
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	VS0000004102	HEATHER DAWN MUDD	heatherlee@austin.rr.com	WDB
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340250	BIOBAGUSA	info@biobagusa.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	PAR8321165	PARKNPOOL CORP	info@parknpool.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340247	PET WASTE ELIMINATOR	jeffc@gabp.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	VC0000101946	THE MCCONNELL GROUP INC	jmay@themccgroup.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	CAM7133750	CAMPBELL PET CO	laurie@campbellpet.com	
IFB 6300 SDC0248 REBID	6/25/2012 8:00 AM	117340255	INTELLIGENT PRODUCTS	mail@ipimitts.com	

**City of Austin  
Purchasing Office  
Advertisements  
06/25/2012**

The City of Austin Online Vendor Registration and Solicitation Advertising website has changed.

On October 1, 2011, the City installed the Vendor Connection, a replacement for the existing registration and solicitation advertising websites. This new site may be accessed at  
<http://www.austintexas.gov/financeonline/finance/index.cfm>. Solicitation details and document packages are available at this website.

Bidders / Proposers are required to document efforts to solicit MBE/WBE or DBEs in the Compliance Plan. The Goals for each project and the instructions and forms for the Compliance Plan are included in the MBE/WBE or DBE Program Packet included in the solicitation. For construction contracts, the MBE/WBE or DBE Program Packet is a separately bound volume of the Project Manual.

**A. CONSTRUCTION ADVERTISEMENTS - ALL CONSTRUCTION SEALED BIDS** addressed to the City of Austin will be received PRIOR TO date and time indicated for the following project(s), in the **Reception Area, 2nd Floor, Suite 210, Contract Management Department (CMD), 105 W. Riverside, Austin, TX 78704**, then publicly opened and read aloud in the 2nd Floor Conference Room, Ste. 210, unless otherwise indicated in the advertisement. All Bids and compliance plans received after the time set forth will be returned to the bidder unopened. The OWNER's Official opening the Bids shall establish the time for opening of the Bids. All Bid Deposits are refundable upon return of documents within the specified time frame and in good condition, unless otherwise indicated. UNLESS OTHERWISE INDICATED, Project Manuals, Plans and Addenda may be obtained at the Contract Management Department. First time bidders are encouraged to attend the pre-bid conference to assure their understanding of Owner's bidding and contracting requirements, particularly M/WBE Procurements Program requirements. Cashiers or Certified Check Payable to the

City of Austin or acceptable Bid Bond must accompany each bid. Bidders will be required to provide Payment/Performance bonds as specified in the bidding documents. The City reserves the right to reject any and all Bids and to waive any informality in the bids received.

**1. ABIA TERMINAL DIRECTORIES (CIP 4910 8107 3226).** IFB 6100 CLMC381. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan or David Prado 512/974-7096 after 6/25/12. A refundable deposit of \$25 is required. For info: Robin Camp, 974-7830. Offers due prior to 10:00A on 7/19/12. Compliance plans due prior to 7:00A on 7/19/12. Offers will be opened on 7/19/12 at 2:00P. SPECIAL NOTICE: there is no pre-bid meeting for this project. Bid documents may be obtained electronic form compact disc (CD) for no charge with valid email address.

**2. COMBURG DAM MODERNIZATION (CIP 4850 6307 6433).** IFB 6100 CLMC380. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan or David Prado 512-974-7151 after 6/18/12. A refundable deposit of \$50 is required. For info: Darryl Haba, 974-7205. A MANDATORY Vendor Conf will be held at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1000, Austin, Texas 78704 at 10:00A on 6/26/12. Offers due prior to 10:00A on 7/12/12. Compliance plans due prior to 2:00P on 7/12/12. Offers will be opened on 7/12/12 at 2:00P.

**3. LOCAL AREA TRAFFIC MANAGEMENT & INTERSECTION IMPROVEMENTS (CIP 8780 6207 2200).** IFB 6100 CLMC379. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan or David Prado 512-974-7151 after 6/11/12. A refundable deposit of \$50 is required. For info Renee Orr, 974-1150. A MANDATORY Vendor Conf will be held at One Texas Center, 8th Floor Conf. Room 8A, 505 Barton Springs Rd., Austin, TX 78704 at 1:00P on 6/25/12. Offers due prior to 10:30A on 7/5/12. Compliance plans due prior to 2:30P on 7/5/12. Offers will be opened on 7/5/12 at 2:30P.

**4. ABIA NEW EMPLOYEE PARKING LOT (CIP 4910 8107 3195).** IFB 6100 CLMC360. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan or David Prado 512-974-7151 after 6/4/12. A refundable deposit of \$100 is required. For info: John Wepryk, 974-7010. A MANDATORY Vendor Conf will be held at 2716 Spirit of Texas Drive, Austin - Bergstrom International Airport, Plan. And Engineering Bldg., Austin, TX 78719 at 10:00A on 6/14/12. Offers due prior to 10:30A on 7/12/12. Compliance plans due prior to 2:30P on 7/12/12. Offers will be opened on 7/12/12 at 2:30P.

## **B. CENTRAL PURCHASING ADVERTISEMENTS.**

Solicitations will be issued, and sealed bids or proposals may be received at the **Purchasing Office, Municipal Building, 124 W. 8th St., 3rd floor, Room 308/310, telephone number (512) 974-2500, Austin, TX** until the dates and times specified in the solicitation documents for the following item(s):

**1. DISPOSAL OF HOUSEHOLDHAZARDOUS WASTE COLLECTED @ ARR HHW** IFB 1500 SDC0249, due 7/3/12. **2. PHYSICAL FITNESS PROGRAMS** IFBBV 5800 JSD0214, due 7/5/12. **3. LUMIDOR GAS MONITORS AND PARTS** IFB 2200 STA0283, due 7/10/12. **4. PREVENTATIVE MAINTENANCE SERVICES FOR AUTOCLAVE** IFB 2200 STA0284, due 7/10/12. **5. FIRE HYDRANT REPAIR PARTS** IFB 2200 STA0285, due 7/10/12. **6. PRISONER TRANSPORTATION SERVICES** IFB 8700 CEA0059, due 7/11/12. **7. HAY** IFB 8700 CEA0060, due 7/11/12. **8. IFBBV FOR ORGANICS PROCESSING PILOT PROGRAM SERVICE** IFBBV 1500 SDC0178, due 7/11/12. **9. 15342-TRACY GUNDERSON-CITY WIDE PRICE AGREEMENT** RFP 5600 BKH0153, due 7/11/12. **10. LEAD REMOVAL / ABATEMENT FOR APD SHOOTING RANGE** IFBBV 8700 CEA0018, due 7/12/12. **11. ESTABLISH CONTRACT FOR DECALS, UNIVERSAL RECYCLING ORDINANCE** IFB 1500 SDC0250, due 7/17/12. **12. PET WASTE BAGS, DISPENSERS & OPTIONAL WASTE RECEPTACLE** IFB 6300 SDC0248 REBID, due 7/17/12. **13. EMPLOYEE DISCOUNT PROGRAM** RFP 5800 JSD0128, due 7/17/12. **14. VEGETATION CONTROL, CREEK/BUFFER PONDS** IFBBV 6300 SDC0179, due 7/19/12.

THE CITY OF AUSTIN HEREBY NOTIFIES ALL OFFERORS THAT IN REGARD TO ANY CONTRACT ENTERED INTO PURSUANT TO THIS ADVERTISEMENT, MINORITY BUSINESS ENTERPRISES WILL BE AFFORDED EQUAL OPPORTUNITIES TO SUBMIT OFFERS IN RESPONSE TO THIS INVITATION AND WILL NOT BE DISCRIMINATED AGAINST ON THE GROUNDS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR DISABILITY IN CONSIDERATION FOR AN AWARD.



TO: Veronica Lara, Director  
Department of Small and Minority Business Resources

FROM: Steve Cocke, Buyer II  
DATE: 6/22/2012

SUBJECT: Approval to use Zero Goals for Solicitation No. SDC0248 Rebid  
Project Name:

PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES  
Commodity  
Code(s): 0400351 - Pet Waste Stations and Supplies  
Estimated Value: \$85,000 Annually

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

X  No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2035.

✓ Approval is hereby granted to use the above Goals.

       Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals:        % MBE        % WBE

b. Subgoals        % African American        % Hispanic

       % Native/Asian American        % WBE

This determination is based on the following reasons:

This is an agreement to purchase pet waste bags, dispenser, and waste receptacles.

There are no sub-contracting opportunities

Veronica Lara

Date: 6/22/12

Veronica Lara, Director  
cc: Lorena Resendiz



# REQUISITION

RQS CITY MULTI

PAGE NO: 1  
REFERENCE NUMBER: RQM 6300 12032800280  
P.O DATE: 04/04/12

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**Requestor:** Donna Lee Bliss, 974-2530  
**Buyer:** See Solicitation, 512-974-2500

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standard.htm> OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
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1			<b>Commodity:</b> 0400351 Pet Waste Stations and Supplies	\$ .00	\$ .00
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**Solicitation No:** @PO\_DOC\_COMM\_SO\_DOC\_CD. @PO\_DOC\_COMM\_SO\_DOC\_DEPT\_CD. @PO\_DOC\_COMM\_SO\_DOC\_ID.

**Ship To:** Watershed Protection  
VARIOUS DELIVERY LOCATIONS  
DETERMINED BY THE DEPARTMENT  
Austin, TX 78701

**Bill To:** City of Austin/WPD  
Attn: Donna Lee Bliss  
505 Barton Springs Rd., #1200  
Austin, TX 78704

**Order Total: \$** .00

## VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

## Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

**Date**

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** SDC0248 REBID

**DATE ISSUED:** 6/25/2012

**COMMODITY/SERVICE DESCRIPTION:** PET WASTE BAGS,  
DISPENSERS, AND WASTE RECEPTACLES

**REQUISITION NO.:** 6300- 12032800280

**COMMODITY CODE:** 0400351

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

Steve Cocke

Buyer II

**Phone:** (512) 974-2003

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**LOCATION:** N/A

**BID DUE PRIOR TO:** 7/17/2012 @ 2:00 P.M.

**COMPLIANCE PLAN DUE PRIOR TO:** N/A

**BID OPENING TIME AND DATE:** 7/17/2012 @ 2:15 P.M.

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

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

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

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

<b>P.O. Address for US Mail</b>	<b>Street Address for Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

### **SUBMIT 1 ORIGINAL AND 1 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No.** (      )

**Fax No.** (      )

**Email Address:** \_\_\_\_\_

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0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	4
0600	BID SHEET	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET (Attachment A)	3
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0600                    Bid Sheet(s)
- Section 0700                    Reference Sheet (if required)
- Sections 0800 - 0835        Certifications and Affidavits (return all applicable Sections)
- Section 0900                    MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty                    (if required)

**\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:  
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***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***



# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** SDC0248 REBID

**COMMODITY/SERVICE DESCRIPTION:** PET WASTE BAGS,  
DISPENSERS, AND WASTE RECEPTACLES

**DATE ISSUED:** 6/25/2012

**REQUISITION NO.:** 6300- 12032800280

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 0400351

**LOCATION:** N/A

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**BID DUE PRIOR TO:** 7/17/2012 @ 2:00 P.M.

**COMPLIANCE PLAN DUE PRIOR TO:** N/A

Steve Cocke

Buyer II

**Phone:** (512) 974-2003

**BID OPENING TIME AND DATE:** 7/17/2012 @ 2:15 P.M.

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OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No.** (      )

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**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, [steven.cocke@austintexas.gov](mailto:steven.cocke@austintexas.gov).

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

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

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

City of Austin Purchasing Office  
Attn: Steve Cocke  
P. O. Box 1088  
Austin, Texas 78767

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

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 2.B.i and 2.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.**

**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

**4. QUANTITIES**

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

**5. DELIVERY REQUIREMENTS**

Location:

Various locations within Austin city limits.

Days:

Monday through Thursday

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- A. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

**6. INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection
Attn:	Donna-Lee Bliss
Address	505 Barton Springs Rd., #1200
City, State Zip Code	Austin, TX 78704

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

**7. RESTOCKING FEES**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**9. SAMPLES – EXACT REPLICA**

- A. The Offeror shall submit an exact replica of the goods to be provided per the attached specification (Section 0500, paragraph 6.1.4.) This sample shall be provided with the bid submittal package.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Send samples to the City at the following address:

City of Austin	
Department	Watershed Protection
Address	505 Barton Springs Rd., #1200
City, State Zip Code	Austin, TX 78704
Attn:	Donna-Lee Bliss

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. Samples will be evaluated or tested as follows:

*In conjunction with vendor's technical information, City staff will evaluate the product offered.*

**10. RECYCLED PRODUCTS**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**11. PUBLISHED PRICE LISTS**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least sixty (60) calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**13. ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first twelve (12) period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
  - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind

**CITY OF AUSTIN  
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the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
  - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
  - iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

14. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER**

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

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Donna-Lee Bliss, Contract Development Analyst

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512-974-2530     [donna-lee.bliss@austintexas.gov](mailto:donna-lee.bliss@austintexas.gov)

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

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**USE ADDITIONAL PAGES AS NECESSARY**

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

---

---

Signature, Authorized Representative of Offeror

---

Title

---

Date

**END**

**ATTACHMENT "A"**

**REFERENCES**  
**3 PAGES**

**Form Instructions:** **Please complete and return this form with the bid/quote.** The Bidder shall furnish references for three (3) customers to whom products and/or services of the same size and scope. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

**SOLICITATION NUMBER:** SDC0248 REBID  
**VENDOR'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Current Phone (     )     -     Fax (     )     -  
Project Name \_\_\_\_\_  
Project Start Date \_\_\_\_\_ Project End Date \_\_\_\_\_  
(month/year) (month/year)  
Project Size \_\_\_\_\_

**Project Description**

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

**Project Description**  
(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

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**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: SDC0248 REBID

PROJECT NAME: **PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES**

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
*(Please duplicate as needed)*

SOLICITATION NUMBER:

PROJECT NAME:

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

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

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
"NO OFFER" REPLY FORM**

**SOLICITATION NUMBER:** SDC0248 REBID

**Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply**

City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767-8845

**(DO NOT RETURN ALONG WITH OFFER)**

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

**COMMODITY CODE:** 0400351

**DESCRIPTION:** Pet Waste Stations and Supplies

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or  
Authorized

Representative:

Date:

Printed Name:

Title

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**SOLICITATION NO** **SDC0248 REBID**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

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

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

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

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

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

**Sanctions:**

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

**Term:**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

**SOLICITATION NO.** **SDC0248 REBID**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>		
Title:	<div style="border: 1px solid black; height: 25px;"></div>		

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. SDC0248 REBID  
FOR**

PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES

**State of Texas**

**County of Travis**

**The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

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

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the foregoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

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- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

\_\_\_\_\_  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**CITY OF AUSTIN**  
**WORKPLACE CONDITIONS AFFIDAVIT**  
**FOR ALL FACILITIES INVOLVED IN THE PERFORMANCE OF THIS CONTRACT**  
**SOLICITATION NO. SDC0248 REBID**

**For**

PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES

State of Texas  
County of Travis

I, \_\_\_\_\_, being first duly sworn, depose and say:

1. The following are the names of any country of production and the names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this code, which I shall update to indicate any changes to this list of subcontractors, or facilities during the term of the contract:

Name of Facility	<input type="text"/>	Country of Production	<input type="text"/>
Description of goods or services	<input type="text"/>		
Physical Address	<input type="text"/>	City	<input type="text"/>
		State	<input type="text"/>
<input type="button" value="Add Facility"/>	Zip Code	<input type="text"/>	Phone Number <input type="text"/>

2. Attached and incorporated by reference is an initial and current copy of each of the above-referenced facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any. I shall update this attachment to indicate any change to this information and these standards and policies during the term of this contract.

Contractor's Name:	<input type="text"/>
Printed Name:	<input type="text"/>
Title:	<input type="text"/>

Signature of Officer or Authorized Representative: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**CITY OF AUSTIN, TEXAS**  
**BUY AMERICAN ACT CERTIFICATE**  
*(Please duplicate as needed)*

**SOLICITATION NO.**

**SDC0248 REBID**

1. The Offeror certifies that each end product, except those listed in paragraph below, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in Section 0300, paragraph 55, entitled "Buy American Act-Supplies."
2. Foreign End Products:

<div style="border: 1px solid black; padding: 2px; background-color: #d3d3d3;">Add Item</div>	Line Item No. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	Country of Origin <div style="border: 1px solid black; width: 300px; height: 20px; display: inline-block;"></div>
<input type="checkbox"/> Check if Foreign End Product is treated as domestic on an approved Government List (Attach Documentation)		

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>		
Title:	<div style="border: 1px solid black; height: 25px;"></div>		

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO.****SDC0248 REBID**

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

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

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			



Scoop the Poop Program  
Donna-Lee Bliss  
One Texas Center  
505 Barton Springs Road  
Austin, TX 78704

Thank you for requesting this bid information.

We are offering to guarantee the following 3-year bag pricing:

	Our Bags/dispensers & Non-Custom Print – <i>Includes Freight</i>		Extended Cost
	Per Box/2000	Per Bag	
Year 1 (2012-13)	40.00	.02100	<b>52,500.00</b>
Year 2 (2013-14)	41.50	.02175	
Year 3 (2014-15)	43.00	.02250	
Dispensers	200	\$10.00	<b>2,000.00</b>
Trash Cans	200	25.00 each	<b>5,000.00</b>
Liners	5000	.10 ea	<b>500.00</b>
Totals			<b>60,000.00</b>

- 1 – No tax
- 2 – Additional bags at the same per bag price.
- 3 – Bags are unscented, EZ Tie Handled Bags. Black, oxo-degradable 1 year degrade time.
- 4 – Dispensers – we **will provide dispensers (up to 250) at \$10 each**. Color choice: Green (or any custom color with 60 day lead time). Additional dispensers over 250 are \$29.50.
- 5 – **Prices include freight.**
- 6 – Dispensers do not have any graphics.
- 7– Dispensers are free as long as you are using our bags. They have a free replacement warranty while in use.
- 8 – Bags can be ordered in small quantities (see free shipping requirements above) with multiple delivery locations with no lead time.
- 9 – Based on approximate usage of 2.5 million bags per year.

Mark Young  
Top Dog  
Dogpoopbags.com  
801-706-8500  
Mark@dogpoopbags.com

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, [steven.cocke@austintexas.gov](mailto:steven.cocke@austintexas.gov).

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

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

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

City of Austin Purchasing Office  
Attn: Steve Cocke  
P. O. Box 1088  
Austin, Texas 78767

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

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 2.B.i and 2.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.**

**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

**4. QUANTITIES**

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

**5. DELIVERY REQUIREMENTS**

Location:

Various locations within Austin city limits.

Days:

Monday through Thursday

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- A. Delivery is to be made within 14 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

**6. INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection
Attn:	Donna-Lee Bliss
Address	505 Barton Springs Rd., #1200
City, State Zip Code	Austin, TX 78704

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

**7. RESTOCKING FEES**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**9. SAMPLES – EXACT REPLICA**

- A. The Offeror shall submit an exact replica of the goods to be provided per the attached specification (Section 0500, paragraph 6.1.4.) This sample shall be provided with the bid submittal package.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Send samples to the City at the following address:

City of Austin	
Department	Watershed Protection
Address	505 Barton Springs Rd., #1200
City, State Zip Code	Austin, TX 78704
Attn:	Donna-Lee Bliss

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. Samples will be evaluated or tested as follows:

*In conjunction with vendor's technical information, City staff will evaluate the product offered.*

**10. RECYCLED PRODUCTS**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**11. PUBLISHED PRICE LISTS**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least sixty (60) calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**13. ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first twelve (12) period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
  - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
  - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
  - iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

14. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER**

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

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Donna-Lee Bliss, Contract Development Analyst

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512-974-2530     [donna-lee.bliss@austintexas.gov](mailto:donna-lee.bliss@austintexas.gov)

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

**CITY OF AUSTIN, TEXAS  
PURCHASE SPECIFICATION  
FOR**

**PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES**

**1.0 SCOPE**

This specification establishes the minimum requirements for the purchase of pet waste bags, dispensers, and waste receptacles. The City of Austin, Watershed Protection Department, hereinafter referred to as "City", seeks bids from qualified and experienced vendors, hereinafter referred to as "Contractor". Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all the products deliverable under the terms of this solicitation. Failure to meet the specification herein shall render the bid non-responsive.

<u>DATE</u>	<u>PREPARED BY</u>	<u>ISSUANCE/REVISION</u>	<u>DEPARTMENTAL APPROVAL USING PURCHASING</u>
3/29/12	Donna-Lee Bliss	Issuance	Watershed Protection
6/20/12	Donna-Lee Bliss	Revision	Watershed Protection

**2.0 BACKGROUND**

For more than a decade and as a proactive measure, the City has provided pet waste bags to citizens that use the City's parks and trails. Currently, we are using about 2.5 million black colored bags each year. Approximately 190 dispensers will be required in the first year to replace existing dispensers. Additional and replacement units will be ordered on an as-needed basis throughout the life of the any resulting contract. Dispensers for the bags will be mounted on poles (12" centered holes) that are strategically placed to encourage the removal and proper disposal of pet waste. The City anticipates entering into a long-term contract for the provision of the bags, dispensers, and waste receptacles and signs, with an initial term of 24-months, plus three 12-month extension options. It is estimated we would order four times per year, with deliveries to six different locations within the City.

**3.0 APPLICABLE SPECIFICATIONS**

All statutory and regulatory provisions currently in effect, or which may be subsequently enacted and which are applicable to the performance of any resulting contract, are hereby incorporated by reference as additional terms of any resulting contract, and shall be enforced as though the same were included specifically herein. The Contractor shall be responsible for determining the laws, rules, ordinances, regulations, orders or other legal requirements imposed upon its activities hereunder.

**4.0 MATERIAL REQUIREMENTS**

**4.1 Bags:** the bags shall be:

- 4.1.1 Single ply, at least 0.7mil thick, and sized at a minimum of approximately 8 x 12 inches.
- 4.1.2 Completely opaque and brightly colored, although the City would entertain darker colors, such as dark green or black.
- 4.1.3 If the bags contain any legend, it shall be generic and without company logo.

- 4.1.4 100% degradable in a landfill within 12 months.
- 4.1.5 Packaged in stackable cases. The City prefers flat packaging which results in lower usage, but will consider rolled product.
- 4.2 Dispensers: the dispensers shall be:
  - 4.2.1 Constructed of approximately 16 awg. anti-corrosive, rust-proof high-impact resistant aluminum. The City will consider other similar materials.
  - 4.2.2 Sized approximately 10 x 16 x 4.5", have at least two holes with maximum diameter of ½" drilled in the back for mounting dispenser on a pole. Mounting hardware shall be included (e.g. 2 bolts, 4 lock washers, and 2 nuts.) City will provide the pole and install the dispensers.
  - 4.2.3 The dispenser shall be capable of holding, at a minimum, 700 bags (several complete packets or one or several roll(s) of bags.) The dispenser shall be constructed to encourage only one bag to output at a time.
  - 4.2.4 Have a dark green color, or other City acceptable color. City prefers powder coating on metal dispensers. If the dispensers are not powder coated, then they shall first be galvanized.
  - 4.2.5 If the dispensers contain any legend, it shall be generic and without company logo.
  - 4.2.6 Warranted for a minimum life expectancy of 12 months, with free replacement in the absence of maliciously inflicted damage.
  - 4.2.7 All lockable with one key or code. The City prefers coded.
- 4.3 Waste Receptacle: the waste receptacles shall:
  - 4.3.1 Be constructed of 16 awg anti-corrosive, rust-proof high-impact resistant aluminum. The City will consider other similar materials
  - 4.3.2 Have a minimum 10 gallon capacity, with approximate dimensions of 12" diameter, x 24" height. A least two holes with maximum diameter of ½" shall be drilled in the back for mounting dispenser on a pole. Mounting hardware shall be included (e.g. 2 bolts, 4 lock washers, and 2 nuts.) Receptacle shall include one 1" diameter hole on each side for a chain/cable to pass through to secure the receptacle to the post to help prevent theft.
  - 4.3.3 Include a hinged lid, secure trash liner retention clamps, and be perforated (approximately 3/8" holes) to allow ventilation. A drain hole shall be present in the bottom to prevent water accumulation. The receptacles shall include trapping kits or other solution to pole mounting. City will provide the pole and install the dispensers.
  - 4.3.4 Have a dark green color, or other City acceptable color, and be the same as the dispenser in Paragraph 4.2 above. City prefers powder coating on metal receptacles. If the receptacles are not powder coated, then they shall first be galvanized.

- 4.3.5 If the receptacle contains any legend, it shall be generic without company logo, and compatible with the logo on the dispensers in Paragraph 4.2 above.
- 4.3.6 Have a minimum warrantied life expectancy of 12 months, with free replacement in the absence of maliciously inflicted damage.
- 4.4 Receptacle liners shall be 100% degradable in a landfill within 12 months, appropriately sized to fit the receptacle (approximately 28 inch x 29 inch x 1.5mil), have a capacity of approximately 10-15 gallons, be completely opaque, and include a draw tape or similar closure method.

## **5.0 PERFORMANCE REQUIREMENTS**

- 5.1 Deliveries shall be made to multiple Austin, Texas locations within ten (10) business days of receipt of order release.
- 5.2 Contractor shall replace all non-conforming commodities within 5 business days of notification by the City, and at no additional cost to the City.
- 5.3 The City will likely order bags 4 times a year, although we may order the hardware more frequently. There shall be no minimum order requirement. The pricing you submit on the bid sheet shall cover ALL costs, including delivery, FOB: Destination.

## **6.0 VENDOR REQUIREMENTS**

- 6.1 Contractor shall provide the following items with their Bid Submittal:
  - 6.1.1 Technical specifications of the bag and dispenser, and waste receptacle and liners described above, including an accurate representation of the color(s) of the bags, dispensers, and waste receptacles.
  - 6.1.2 Minimum 12-month warranty, specifically stating replacement at no cost to the City, as per Paragraph 5.2 above.
  - 6.1.3 Samples of the bag, providing either one (1) packet or one (1) roll, a dispenser, and a waste receptacle. If samples were provided with the original solicitation recently cancelled, and if bidding the same make/model, no additional samples are required.
  - 6.1.4 A statement of the maximum time for 100% degradability of the bags and liners offered.
  - 6.1.5 Proof of any environmental certificates associated with the product offered.
- 6.2 Contractor shall designate at least one (1) person within their firm as a single point of contact (SPOC) with office phone, cell phone, and/or pager number for accessibility. A space on the Bid Sheet is available for this purpose. SPOC shall return City phone calls within four (4) hours of receipt during business hours.
- 6.3 References: Contractor shall provide contact names, phone numbers, email addresses, company names and a sufficient description of the project (including size and scope) for on-going or completed projects of similar size and scope described in this specification for at least three (3) customers that will verify satisfactory performance for work done within the past three (3) years. List these customer

references on the form located in Attachment "A". References provided shall not be immediate family members of Contractor, or any employee. Any such reference will not be considered.

- 6.4 Contractor's shall have been in the business of providing the quantities of the commodities described herein for a minimum of three years.
- 6.5 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.
- 6.6 The Successful Contractor shall accept payment by credit card, Automated Clearing House (ACH), Electronic Funds Transfer (EFT), or bank draft for all services provided under the Contract, as indicated in the Invoices and Payment Provision in Section 0400.

## **7.0 WARRANTY**

The Contractor warrants it understands the scope of all applicable regulations to properly perform the work described in this Specification in full compliance with all laws, governmental regulations and orders, and in full compliance with all terms and conditions specified in permits currently held by the City for this work, as applicable to accomplishing the commodities or services described in this Specification.

## **8.0 TERMINATION OF CONTRACT**

The City reserves the right, at its discretion, to terminate the Contract or suspend the Contractor for the following specific contract violations. Any violations omitted from this section that clearly impair the performance of this Contract, or that creates an unsafe or hostile work environment, may also lead to Contract termination.

- 8.1 The City reserves the right, to terminate the Contract when Contractor fails to complete work within the specified time period exceeding more than one occurrences per year.
- 8.2 Termination of Contract may result from the Contractor's failure to take timely corrective action deemed necessary by the City for work to be performed in a manner that is consistent with the contract documents and specifications.
- 8.3 Failure of the Contractor to ensure that any public or private property served through this Contract is unencumbered by a mechanic's lien due to Contractor's failure to pay any or all debts incurred under this Contract is grounds for termination and the City shall be held harmless.
- 8.4 Failure of the Contractor to provide proof of required insurance, and failure to keep all required insurance in force at the required minimums throughout the term of the Contract, is sufficient grounds for Contract Termination.

**BID SHEET  
CITY OF AUSTIN**

**SOLICITATION NAME: PET WASTE BAGS, DISPENSERS, & WASTE RECEPTACLES**

<b>IFB No.</b> SDC0248 REBID <b>RX No.</b> RQM6300 12032800280 <b>Date:</b> 6/25/2012 <b>Buyer:</b> Steve Cocke
<b>Copies of Bids:</b> Vendor must submit <b>TWO</b> copies of its signed bid - one original and one copy
<b>Special Instructions:</b> Commodity shall be bid on the basis fo FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. <b>No minimum order quantity. Delivery within 10 business days of receipt of order release.</b>
<b>Bidders are reminded that only ONE make/model may be offered per bid sheet line item. To offer more than one make/model will render you submittal non-responsive and disqualified.</b>
<b>***BIDDER MUST BID ON <u>ALL</u> ITEMS TO BE CONSIDERED FOR AWARD***</b>
<b>THIS IS A 24 MONTH CONTRACT WITH THREE 12-MONTH OPTIONS TO EXTEND. FIRM PRICES ARE TO BE BID FOR THE FIRST 12-MONTH PERIOD.</b>

<b>1.0</b>	<b>BIDDER MUST BID ON <u>ALL ITEMS</u> TO BE CONSIDERED FOR AWARD</b>				
Line No.	Description	Est. Qty, Annual	Unit of measure	Unit Cost Delivered	Extended Cost
1.1	Pet waste <b>bags</b> as per the attached Specification in Section 0500 Paragraph 4.1  <b>Manufacturer and part number offered:</b>	2,500,000	each	\$	\$

1.2	Pet waste bag <b>dispensors</b> as per the attached Specification in Section 0500, Paragraph 4.2  <b>Manufacturer and part number offered:</b>	200	each	\$	\$
1.3	Pet waste <b>receptacle</b> , as per the attached Specification in Section 0500, Paragraph 4.3.  <b>Manufacturer and part number offered:</b>	200	each	\$	\$
1.4	Pet waste receptacle <b>liners</b> , as per the attached Specification in Section 0500, Paragraph 4.4.  <b>Manufacturer and part number offered:</b>	5000	each	\$	\$
<b>TOTAL AMOUNT:</b>					\$

2.0	<b>Warranty: Bidder shall include with their bid submittals complete warranty information for the items above. Stated warranty time in months:</b>
	Bidder submits warranty period for the Dispensor & Receptacle (there will be no-cost replacement if no mutilation.) _____

3.0	<b>Bidder submits their single point of contact information as required by paragraph 6.2 of the specification in section 0500:</b>
_____	
Bidders Contract SPOC (printed)	SPOC's cell phone
_____	_____
SPOC's email address	SPOC's office phone

<b>4.0</b>	<b>Submittal attachments: Bidder shall include the following items with their bid submittal as per the specification in Section 0500:</b>
<b>4.1</b>	Technical specifications on all items offered, as per paragraph 6.1.1, including available colors for the bags
<b>4.2</b>	Full warranty conditions, as per paragraph 6.1.2
<b>4.3</b>	Sample pet waste bags, dispenser, and waste receptacle, as per paragraph 6.1.3. <b>If Bidder already sent samples for the original solicitation that was recently cancelled, they are exempt from providing new samples.</b>
<b>4.4</b>	Statement of maximum time for 100% degradability of offered bags and liners as per paragraph 6.1.4:
<b>4.5</b>	Proof of any environmental certificates, as per paragraph 6.1.6
<b>4.6</b>	References as per paragraph 6.3, using Form "A"
<b>4.7</b>	Bidder's business history with respect to the commodities offered as per paragraph 6.4

**COMPANY NAME:**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:**

**PRINTED NAME AND TITLE:**

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**USE ADDITIONAL PAGES AS NECESSARY**

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

---

---

Signature, Authorized Representative of Offeror

---

Title

---

Date

**END**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: SDC0248 REBID

PROJECT NAME: **PET WASTE BAGS, DISPENSERS, AND WASTE RECEPTACLES**

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
*(Please duplicate as needed)*

SOLICITATION NUMBER:

PROJECT NAME:

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

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

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

**Reviewing Counselor** \_\_\_\_\_ **Date** \_\_\_\_\_ **Director/Deputy Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
"NO OFFER" REPLY FORM**

**SOLICITATION NUMBER:** SDC0248 REBID

**Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply**

City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767-8845

**(DO NOT RETURN ALONG WITH OFFER)**

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

**COMMODITY CODE:** 0400351

**DESCRIPTION:** Pet Waste Stations and Supplies

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or  
Authorized

Representative:

Date:

Printed Name:

Title

**ATTACHMENT "A"**

**REFERENCES**  
**3 PAGES**

**Form Instructions:** **Please complete and return this form with the bid/quote.** The Bidder shall furnish references for three (3) customers to whom products and/or services of the same size and scope. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

**SOLICITATION NUMBER:** SDC0248 REBID  
**VENDOR'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Current Phone (     )     -     Fax (     )     -  
Project Name \_\_\_\_\_  
Project Start Date \_\_\_\_\_ Project End Date \_\_\_\_\_  
(month/year) (month/year)  
Project Size \_\_\_\_\_

**Project Description**

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

**Project Description**  
(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

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(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

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(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

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(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

**From:** Castro, Carolyn  
**Sent:** Tuesday, October 16, 2012 10:44 AM  
**To:** Purchasing Buyers; AE Purchasing; Purchasing CA Team  
**Subject:** COUNCIL ACTION 10/11/2012 - ALL PURCHASING ITEMS APPROVED

**AUDIT NOTE:** You are responsible for ensuring a copy of the final RCA and Council's approval are included in the contract file. This email can serve as notification of Council approval. To access the final RCA, click anywhere on the underlined agenda item; click on the PDF icon; and print the final RCA.

**AUSTIN CITY COUNCIL**

**Meeting Date: Thursday, October 11, 2012**

**Purchasing Office**

36. Authorize award and execution of two 24-month requirement supply contracts for the supply of miscellaneous utility supplies for the Austin Water Utility with MUNICIPAL WATER WORKS SUPPLY, in an estimated amount not to exceed \$48,884, with two 12-month extension options in an estimated amount not to exceed \$24,442 per extension option, for a total estimated contract amount not to exceed \$97,768; and with FERGUSON WATERWORKS, in an estimated amount not to exceed \$28,126, with two 12-month extension option in an estimated amount not to exceed \$14,063 per extension option, for a total estimated contract amount not to exceed \$56,252.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )

37. Authorize award and execution of a 12-month requirements service contract with SYNAGRO OF TEXAS – CDR, INC., to provide biosolids hauling and land application for the Austin Water Utility in an estimated amount not to exceed \$1,667,000 with two 12-month extension options in an estimated amount not to exceed \$1,667,000 per option period, for a total estimated contract amount not to exceed \$5,001,000.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )

38. Authorize award and execution of a 36-month requirements service contract with AAA FIRE & SAFETY EQUIPMENT CO., INC., for the maintenance, inspection, repair and replacement of fire extinguishers in an amount not to exceed \$375,750, with three 12-month extension options in an amount not to exceed \$125,250 per extension option, for a total contract amount not to exceed \$751,500.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

39. [Authorize award and execution of a 24-month requirements supply contract with AIRGAS SPECIALTY PRODUCTS, for the purchase of anhydrous ammonia for the Austin Water Utility in an estimated amount not to exceed \\$760,000, with one 24-month extension option in an estimated amount not to exceed \\$760,000, for a total estimated contract amount not to exceed \\$1,520,000.](#)  
(Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )
40. [Authorize award and execution of a 24-month requirements service contract with KAPPA MAP GROUP, LLC, for the purchase of wall and street guide directories for various City departments in an amount not exceed \\$140,000, with two 12-month extension options in an amount not to exceed \\$70,000 per extension option, for a total contract amount not to exceed \\$280,000.](#)  
(Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )
41. [Authorize award and execution of a 24-month requirements supply contracts with TECHLINE PIPE LP for the purchase of gate valves of various types and sizes for the Austin Water Utility in an estimated amount not to exceed \\$399,054, with two 12-month extension options in an estimated amount not to exceed \\$199,527 per extension option, for a total estimated contract amount not to exceed \\$798,108.](#)  
(Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )
42. [Authorize award and execution of a 24-month requirements supply contract with FUQUAY INC., \(WBE/FW\), for the purchase of erosion control materials for the Austin Water Utility in an estimated amount not to exceed \\$36,570 with two 12-month extension options in the estimated amount not to exceed \\$18,285 each for a total contract amount estimated not to exceed \\$73,140.](#)  
(Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )
43. [Authorize award and execution of two 24-month requirements supply contracts for the supply of fire hydrant repair parts with FERGUSON ENTERPRISES, INC. dba FERGUSON WATERWORKS, in an estimated amount not to exceed \\$134,742, with one 24-month extension option in an amount not to exceed \\$134,742, for a total estimated contract amount not to exceed \\$269,484; and with MUNICIPAL WATER WORKS in an estimated amount not to exceed \\$29,296, with on 24-month extension option in an amount not to exceed \\$29,296, for a total estimated contract not to exceed \\$58,592.](#)  
(Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )

44. [Authorize award and execution of a 36-month requirements supply contract with SIEMENS WATER TECHNOLOGIES CORP, for the purchase of bioxide salt for the Austin Water Utility in an estimated amount not to exceed \\$600,000, with three 12-month extension options in estimated amount not to exceed \\$200,000 per extension option, for a total estimated contract amount not to exceed \\$1,200,000.](#)  
( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )
45. [Authorize award and execution of a 12-month requirements service contract with ALL POINTS INSPECTION SERVICES, INC. \(WBE/FB\) to provide cleaning, televising and point repair of sanitary sewer collection system pipes for the Austin Water Utility in the downtown area in an estimated amount not to exceed \\$357,923 with two 12-month extension options in an estimated amount not to exceed \\$357,923 per extension option, for a total estimated contract amount not to exceed \\$1,073,769.](#)  
( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )
46. [Authorize award and execution of a contract with HILL COUNTRY FENCE, INC., for the purchase and installation of fencing within the Water Quality Protection Lands of the Austin Water Utility in an amount not to exceed \\$147,619.](#)  
( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )
47. [Authorize award and execution of a 24-month requirements supply contract with JAE CONSTRUCTION, INC., for the purchase of sandy loam and topsoil for the Austin Water Utility in an estimated amount not to exceed \\$184,900, with a 24-month extension option in an estimated amount not to exceed \\$184,900, for a total estimated contract not to exceed \\$369,800.](#)  
( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )
48. [Authorize award and execution of a 12-month requirements supply contract with EAGLE ENERGY, INC., to provide cameras with pole adapters and mounting arms for traffic signal monitoring for the Transportation Department, in an estimated amount not to exceed \\$390,000, with two 12-month extension options in estimated amounts not to exceed \\$390,000 for each extension option, for a total estimated contract amount not to exceed \\$1,170,000.](#)  
( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )
49. [Authorize award and execution of a 36-month requirements service contract with NORFOXX REFRIGERATION INC. for refrigerator and freezer maintenance and repair for the Austin Police Department Evidence and](#)

Forensics Unit in an estimated amount not to exceed \$48,300, with three 12-month extension options in an estimated amount not to exceed \$16,100 per extension option, for a total estimated contract amount not to exceed \$96,600.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

50. Authorize award and execution of a contract with ELASTEC AMERICAN MARINE for the purchase of a skimmer system craft to be used by the Watershed Protection Department in an amount not to exceed \$102,352.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

51. Authorize award and execution of Amendment No. 2 to the contract with BUTLER BROADCASTING COMPANY LTD, for the lease of, access to, and space on the Butler Radio Tower, located on Trail of the Madrones Drive for the mounting of communications for the City and the Greater Austin-Travis County Regional Radio System partners, to increase the contract in an estimated amount not to exceed \$576,000 for years 12 through 15 of the lease, for a total revised contract amount not to exceed \$3,456,000.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

52. Authorize award and execution of a 12-month requirements service contract with JOHN L. WORTHAM AND SON, L.P. for Public Employee Blanket Bond and Commercial Crime Insurance in an estimated amount not to exceed \$15,707, with five 12-month extension options in an estimated amount not to exceed \$17,278, \$19,006, \$20,907, \$22,998 and \$25,298 respectively, for a total estimated contract amount not to exceed \$121,194.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

53. Authorize award, negotiation, and execution of Amendment No. 1 to the Interlocal Agreement with CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY (Capital Metro), to increase the contract amount for the current term and the remaining three extension options for continued use of Capital Metro's transportation services to City employees, in amounts not to exceed \$25,000, \$50,000, \$75,000, and \$100,000 respectively, for a revised total contract amount not to exceed \$1,000,000.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). This contract is a Cooperative Purchase; therefore, it is exempted under Chapter 791 of the Texas Local Government Code and no goals were established for this solicitation. )

54. Authorize award and execution of a 12-month requirements supply contract with RICKY B. TURNER, dba 4-T RANCH, to provide hay for the Austin Police Department Mounted Patrol Unit horses in an estimated amount not

to exceed \$32,400, with four 12-month extension options in estimated amounts not to exceed \$35,640 for the first extension option, \$37,422 for the second extension option, \$39,293 for the third extension option, and \$41,258 for the fourth extension option, for a total estimated contract amount not to exceed \$186,013.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

55. Authorize award and execution of a 36-month requirements supply contract with POTTERS INDUSTRIES LLC, to provide glass traffic beads for the Transportation Department, in an estimated amount not to exceed \$705,000, with three 12-month extension options in estimated amounts not to exceed \$235,000 for each extension option, for a total estimated contract amount not to exceed \$1,410,000.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

56. Authorize award and execution of a 36-month requirements supply contract with FLINT TRADING INC., to provide thermoplastic pavement marking materials for the Transportation Department, in an estimated amount not to exceed \$780,000, with three 12-month extension options in estimated amounts not to exceed \$260,000 for each extension option, for a total estimated contract amount not to exceed \$1,560,000.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

57. Authorize award, negotiation, and execution of a 5-month contract with GROUP SOLUTIONS RJW (WBE/FB), or the other qualified offeror to RFP No. EAG0107, to provide marketing research and message development services for the Public Works Department's safe bicycling and walking campaign, in an amount not to exceed \$87,800.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified, therefore; no goals were established for this solicitation. )

58. Authorize award and execution of a 24-month supply agreement with ZERO WASTE USA, for pet waste management bags and their dispensers and mounted waste receptacles for the Watershed Protection Department, in an amount not to exceed \$129,650 with three 12-month extension options each in an amount not to exceed \$64,825 for a total contract amount not to exceed \$324,125.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

59. Authorize award and execution of a 36-month requirements service agreement with ACP INTERNATIONAL dba SA-SO, to provide indoor and outdoor decals for the Austin Resource Recovery Department's Strategic Initiatives Division in the amount not to exceed \$120,600, with three 12-

month extension options in an amount not to exceed \$40,200 per extension for a total contract amount not to exceed \$241,200.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

60. Authorize award and execution of a 8-month requirements contract through The Cooperative Purchasing Network with AUTOZONE for the purchase of automotive batteries and parts for the Fleet Services Department in an estimated amount not to exceed \$150,000, with four 12-month extension options in estimated amounts not to exceed \$270,000 for the first extension option, \$324,000 for the second extension option, \$388,800 for the third extension option and \$466,560 for the fourth extension option, for a total estimated contract amount not to exceed \$1,599,360.

( Notes: This contract is in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this contract. )

61. Authorize award and execution of a 36-month requirements supply contract with RIDGWAYS LLC DBA ARC, to provide blueline printing and duplication services for the Public Works Department and the Parks and Recreation Department, in an estimated amount not to exceed \$795,000, with three 12-month extension options in an estimated amount not to exceed \$265,000 for each extension option, for a total estimated contract amount not to exceed \$1,590,000.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

62. Authorize award and execution of a 12-month requirements supply contract with LIBRARY IDEAS, LLC to provide downloadable licensed-content from the Sony Music Entertainment catalog for the Austin Public Library Department in an estimated amount not to exceed \$69,650, with five 12-month extension options in an estimated amount not to exceed \$69,500 per extension option, for a total estimated contract amount not to exceed \$417,150.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

63. Authorize award and execution of a 12-month requirements supply contract with MATHESON TRI-GAS INC. for the purchase of bulk liquid nitrogen to be used at Austin Energy's Decker Creek Power Station in an estimated not to exceed \$26,900, with four 12-month extension options in an estimated amount not to exceed \$26,900 per extension option, for a total estimated contract amount not to exceed \$134,500.

( Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. )

64. Authorize award and execution of a 36-month requirements supply contract with ADK ENVIRONMENTAL INC., or one of the other qualified bidders

for IFB-BV No. SDC0179, for vegetation control of creek buffer ponds for the Watershed Protection Department in an amount not to exceed \$162,000, with three 12-month extension options in an amount not to exceed \$54,000 for each option, for a total contract amount not to exceed \$324,000.

( Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. )

65. Authorize award and execution of Amendment No. 1 to the contract with TRANE U.S., INC., for the purchase and installation of a centrifugal chiller at the John Henry Faulk Library, to increase the contract in an amount not to exceed \$61,449 for a revised total estimated contract amount not to exceed \$264,678.

( Notes: This Cooperative Contract is exempt from the MBE/WBE Ordinance. This exemption is in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). Although no goals were established for this amendment, 0.00% MBE and 20.20% WBE subcontractor participation was identified. )