

Bob Gregory

From: Bob Gregory
Sent: Friday, November 11, 2016 7:47 PM
To: bc-Karen.Hadden@austintexas.gov; bc-brent.heidebrecht@austintexas.gov; bc-Carol.Biedrzycki@austintexas.gov; bc-Cary.Ferchill@austintexas.gov; bc-Naveed.Mahmood@austintexas.gov; bc-Michael.Osborne@austintexas.gov; bc-Ruby.Roa@austintexas.gov; bc-MaryKatherine.Stout@austintexas.gov; bc-Stefan.Wray@austintexas.gov
Cc: mwhellan@gdhm.com; Gary Newton; Ryan Hobbs; Adam Gregory; Paul Gregory; Bob Gregory
Subject: EUC Agenda Item 8, 11-14-16
Attachments: Backup - Item 3e - City Facilities Dumpster Collection Memo.pdf; Backup - Item 3e - City Facilities Dumpster Collection Matrix.pdf; Backup - Item 3e - City Facilities Dumpster Collection RCA.pdf; Citywide Dumpster Collection -Scope of Work.pdf; EUC Resolution - Draft.docx

EUC Commissioners:

Item 8 on the 11/14/16 meeting agenda asks you to endorse City staff's recommendation of a major contract which includes the Austin Energy waste and recyclables, and with a stated value of \$17 million over a 6-year period, but the estimated total value could be easily expanded to much more, without having to go back before Council and without being rebid. As has been the case with staff recently with other solid waste, composting and recycling RFPs, the RFP raises major questions and concerns regarding wholesale changes in City policy without any prior EUC, ZWAC or Council direction or consent. Nor without the complete RFP response, draft contract, or even the locations for the compost and disposal facilities made public for a full review, before EUC, ZWAC and Council are asked for a vote of approval. We respectfully submit that this *should not be supported by the EUC, with so many questions outstanding and with serious public policy issues being ignored by staff*. City staff should not be allowed to set City policy by RFP. Policy should proceed the RFP, and the RFP responses and the draft contracts should be made public with adequate time for stakeholders to become informed and to weigh in with comments before such an important vote is taken.

Item 8: Citywide Dumpster Collection Services

This summer, City staff solicited and accepted proposals from a private hauler for a contract styled as "Citywide Dumpster Collection Services" (RFP). This RFP requested pricing for solid waste, recyclables, and organics collection, processing and disposal of materials collected at a large number of potential locations, including: City-owned facilities (some of which are already under contract with TDS and another hauler); from Austin Energy for Class II non-hazardous waste and special waste; for emergency response services; for Austin sponsored special events and City co-sponsored events; and for *commercial* business dumpster solid waste, recyclable and compostable waste services.

TDS did not respond to this solicitation for a number of reasons. Most broadly, we objected to the very premise of the RFP, which was not simply a "renewal of a past contract" as stated by Director Gedert at the October ZWAC meeting, but in fact a radical departure from a firm City policy to not compete with private haulers and waste processors utilizing dumpsters, and a consolidation/replacement *\$11 million expansion of the existing City facilities contracts inappropriately bundled together with other City contracts, and a request for pricing for commercial waste services currently provided by private haulers in the free market (but no included in the total potential cost of the contract)*. Indeed, the City's RFP actually requested pricing so broad, as to allow the staff to use that hauler to service whatever the staff chooses to define as City sponsored events and City co-sponsored special events, including construction and demolition jobs, and as examples given, SXSW and Austin City Limits, whose *organizers are currently TDS customers*. In fact, of the 19 "example" special events listed in the RFP, *17 are currently TDS customers*, and they are only a portion of the multimillion dollar billing annually TDS collects from what the staff could identify as City sponsored events or City co-sponsored special events and festivals in Austin's jurisdiction. TDS also relies on the recyclables and compostable materials collected from the City sponsored events, from the City co-sponsored special events, from the City's airport contract, from the City's downtown Central Business District contract, from the recycling purchase orders TDS has with Austin Energy for recycling wood waste, and from the large number of commercial accounts TDS services, which could be taken from TDS by the City's ongoing expansion of this proposed contract with Republic, and without the City even going out for bids on the new services it can fold into the Republic contract. These compostables and recyclables are relied upon to support the revenue needed to operate our business profitably, and the City RFP requires Republic to give up all the value of these materials and not object to the City directing the compostables to the composter of the staff's choice, and the recyclables to the MRF of the staff's choice. Staff has had no direction from EUC, ZWAC or Council to take such control over such flows of materials.

Further, this RFP represents yet another attempt by City staff to use the restrictions and severe penalties of the Anti-Lobbying Ordinance (ALO) to control and limit the flow of information to City Commissioners and City Council members. Despite the fact that TDS is the City's largest waste and recycling partner and, we believe, the best-qualified company to help the City meet its Zero Waste policy goals, we simply cannot be silent (as responding to any RFP with ALO provisions would require) while Austin's elected representatives and their appointees are working to make complicated policy and planning decisions that demand far more information than City staff is able or willing to provide.

The "Citywide Dumpster Collection Services" RFP – and the proposed six-year, \$16.9 million plus contract with Republic Services, Inc. (Republic) – offer a case in point. For example, based on what we know so far, City staff's recommendation to the EUC, ZWAC and the City Council *fails to disclose the real substance of staff's intent and the intended consequences of creating a toll hauler for staff to use to take over more and more of the competitive commercial hauling business, with no regard for how much damage is done to the commercial waste hauling and collection market. It also fails to disclose where Republic plans to process and dispose of the City's waste.* This raises an obvious concern that embedded in this consolidated contract may be the exact same plan that both ZWAC and the City Council *unanimously* rejected less than a year ago – to send City-controlled waste to the Waste Management, Inc. (WMI) Austin Community Landfill (ACL), a facility that was deemed by a 1999 City-commissioned study to be environmentally unacceptable to accept Austin's municipal waste. Indeed, if accurate, this proposal would actually dramatically *expand* staff's rejected 2015 plan, sending not only Austin Energy's Class II non-hazardous industrial waste, compostables and recyclables to the WMI-ACL facility, but sending *all* City-controlled waste under this contract to a landfill once dubbed "Austin's Love Canal".

As you may recall, when TDS had the Austin Energy contract, TDS diverted 47% of the waste from landfill disposal, via reuse of utility poles, composting of dimensional lumber and pallets, and recycling of metals. Thus far, the staff will not identify the location of the landfill disposal, composting and recycling sites Republic will be approved to deliver the materials collected under this contract, and has stated that at least ZWAC cannot ask the contractor directly to identify those sites.

As noted above, City staff's recommendation also asks you to support, without providing *any* context, an unprecedented municipal incursion into the private sector commercial hauling marketplace. By proposing via this contract to offer hauling services to "City-sponsored events and City co-sponsored special events" – which in fact have no formal definition, and thus could include *any* Austin special event or initiative – City staff is laying the groundwork to pick marketplace winners and losers, and actually positioning the City to profit from its "broker" relationship with the winner. That is, by bundling together pricing for the full volume of City-generated waste in the six-year consolidated contract with pricing for servicing individual City co-sponsored special events and City sponsored events on demand, the City is unquestionably giving its selected vendor an artificial pricing advantage in the events and City sponsored programs marketplace and to send that waste, compostables and recyclables to unidentified locations. If and when event organizers choose or are forced to use the City's subsidized vendor, the City will profit by capturing the revenue and the value of the diverted recyclables and organics, while unsubsidized private haulers and processors (like TDS and others) will lose contracts that we have serviced for years, and on which we have built our businesses and justified huge investments. To be clear, the City is proposing to explicitly seize valuable commodities as their own from private generators and private haulers and operators. It's impossible to imagine a plan that would do more to undermine free market, fair competition in the commercial hauling and processing marketplace in Austin, or to financially harm private haulers and processors; by being left wondering how far the City staff will extend its control over commercial accounts.

This is an alarming replay of staff's attempt, during the long-term MRF contract negotiations, to position itself as a "master contractor" for recyclables processing services for the entire region. Staff sought the right to market TDS' and Balcones' processing facilities to other communities by "piggy-backing" onto our numerous municipal multiple-service contracts, while prohibiting us from offering those same communities any deal that Austin City staff viewed as more favorable than their own by way of a "most favored nation" provision. TDS declined to become staff's toll processor and to empower the City of Austin staff to compete against us for the business of other communities by using our own contract with the City of Austin against us. Balcones, having no other single stream municipal contracts at the time, agreed to this arrangement; this was the reason staff sought to award 100% of the City's volume to Balcones despite receiving much better financial offers from TDS. That was 2010 and 2011 when the City staff tried to create a toll processor out of TDS for single stream recyclables. Now, in 2016, City staff seeks to create a toll hauler to use to capture commercial accounts and to require that hauler to relinquish its right to recyclables and organics, and to haul the City captured materials to the facilities of the staff's choice and without having to identify those choices to the Council or to the Commissions with jurisdiction over this contract.

Importantly, this RFP also contained extraordinarily broad language that we believe would allow City staff to roll other existing City contracts into this one when those contracts expire – including the Austin Airport contract and the Central Business District contract currently held by TDS – and even to dramatically expand the commercial areas serviced by that City contract and establish control over all the recyclables and compostables collected. **All in all, it could not be any clearer: This RFP flings the door wide open to Flow Control that extends far beyond the solid waste, recyclables and compostables generated by the City.**

Unfortunately, this proposal is the destructive outcome of a process whose origins are dubious at best. City staff has repeatedly represented to ZWAC and to the City Council itself that the massive consolidation of multiple existing City contracts represented by this proposal is the product of direction by the City Council, when in fact *there has never been any such specific direction*. Just as City staff attempted to do with the recent RFP for biosolids management (witness the inexplicable effort last month to prevent ZWAC members from discussing and from voting on the proposed Synagro contract, which has now been postponed by Council indefinitely), this is yet another troubling foray by staff into “policy making by RFP.” In fact, not only has staff never been directed by the Council to take the actions contemplated by this RFP; to the contrary, *the Council has specifically established that the City will not compete with private haulers and will not offer services with dumpsters to commercial entities*.

Nevertheless, City staff appears determined to take whatever steps it believes necessary to expand control over and broker contracts in the private marketplace, as evidenced perhaps by the highly irregular circumstance surrounding the unsealing of responses to this RFP. At the City’s unsealing event on June 28, 2016, which was attended by a TDS representative and viewed online by other TDS representatives, it was revealed that the City only received one RFP response, from WMI. Without explanation, City staff reported the following week that the City had in fact received *two* proposals – one from WMI and a second from Republic. TDS is unaware of any precedent for apparently allowing a bidder to respond to a solicitation after the formal deadline for doing so (and in fact TDS was eliminated from competing to continue servicing the Austin Energy contract in 2013 based on an administrative oversight of not including several pages in our faxed bid, which could have been easily resolved after the deadline for submissions, but which staff would not allow).

For your information, the 11/9/16 ZWAC Agenda had Item 3D – a proposed six-year, \$4.3 million contract with Organics By Gosh (OBG) to process organics collected from the expansion of the City’s curbside composting program – and it similarly raises major questions and concerns. Foremost among these, once again, is *a failure by staff to disclose the OBG RFP response, the proposed contract and to identify where the selected vendor proposes to process organics from the City’s curbside collection routes and the organics Republic would collect from City staff controlled and captured accounts*. It should be noted that City staff allowed OBG to utilize a processing facility for the trial curbside composting program that *did not comply with the Travis County Siting Ordinance for Solid Waste Facilities*, and that OBG’s main Webberville Road facility is a relatively small site and is only authorized as a grandfathered use (i.e. it would not otherwise qualify to be compliant with the County Siting Ordinance). Further, OBG’s Webberville Road facility is *without question wholly inadequate to process the volume of materials expected to be collected from 210,000 homes and other City controlled volumes related to a fully-scaled, citywide curbside composting program*. And, unexplainably, ZWAC members were not allowed to ask Mr. Gosh any questions concerning his company’s RFP response, particularly the location of the site he intends to use over the next year to compost all of the materials he would receive from 210,000 homes once the program has ramped up to full scale implementation before the end of the six year contract; and Mr. Gosh and his wife were present and were sitting on the front row, as if to be there to participate in the public meeting with their item posted for discussion and possible action.

As with the “Citywide Dumpster Collection Services” RFP, TDS also did not respond to this “Organics Processing Services” RFP due primarily to our ongoing concerns with City staff’s misapplication of the ALO, the enormous risk that alleged ALO violations present to our business in Austin, and the fundamentally undemocratic evaluation and selection process that we believe the ALO facilitates.

However, just as with the biosolids management services contracts that staff would not allow ZWAC to discuss last month, TDS’ existing 30-year “Waste Disposal & Yard Trimmings Processing Contract”, entered into by the City and TDS in 2000, explicitly allows the City to negotiate with TDS for the provision of organics processing services. Indeed, under the terms of that existing contract, the City *has already secured set rates and full access to our composting facility in southeast Travis County, which is capable of processing all organics collected from a fully-scaled, citywide curbside composting program*. In fact, our Travis County facility was the first in the state of Texas to receive a permit for a fully integrated composting, recycling and landfill operation. The facility, and particularly the composting operation, has been a national showcase for many years and has earned numerous awards. Under the terms of our existing contract, our facility could begin accepting all of Austin’s organics tomorrow, and almost certainly save ARR ratepayers a great deal of money over the long term, if only City staff would choose to do so. Please note that this RFP was issued *twice and both times* the City received only one respondent – certainly sufficient justification to at least *compare* the processing rates of the sole respondent to those already secured with TDS, as described in the [TDS unsolicited offer to Council, to ZWAC, and to staff dated 4/12/2016](#); the same day that staff received its first RFP response from OBG, which was later terminated and reissued.

Recommendation

Given the major questions and concerns regarding staff’s recommendations for Item 8, I urge you to reject the proposed contract, and to recommend termination of the RFP. I ask you to please recommend to the City Council that it give specific policy direction to City staff to restart a RFP process providing for the management of solid waste, compostables and recyclables from City-owned facilities only – *not* waste from special events, City sponsored events, or *any other commercial market segment* – and to reiterate in the strongest possible terms that the City of Austin will *not* attempt to seize control of, directly compete against, or act as a broker in Austin’s commercial waste marketplace. Please review the annotated versions of the ZWAC agenda item backup materials, the RFP Scope of Work, and the proposed EUC Resolution I have attached for your consideration. My staff and I will be present in

Monday's meeting to present the documents to support each of the representations in the proposed draft Resolution. For your information, ZWAC voted to not recommend Council approval of the Citywide Dumpster Collection Services contract, and to delay the consideration of the Organics Processing Services contract until their January meeting.

At a minimum, I respectfully submit that the Republic contract not be endorsed by EUC or considered by the City Council unless and until the full text of the proposed contract and their RFP response with exceptions, unit prices and facility locations are made public with sufficient time for review and comment. Many businesses would be affected, but who, currently, have no idea about what staff is proposing.

Thank you for your kind consideration of my requests and for your service on the EUC. Please do not hesitate to contact me directly with any questions or concerns you may have. TDS is not under any ALO restrictions, which prohibits open communication with any Commission or Council member.

Sincerely,
Bob Gregory
President & CEO
Texas Disposal Systems, Inc.
512-619-9127 (m)



To: Zero Waste Advisory Commission
From: Bob Gedert, Department Director, Austin Resource Recovery
Date: November 9, 2016
Subject: **Contract for Dumpster Services at City Facilities**

7.725M
x 6
\$46.350 Million?

Austin Resource Recovery (ARR) is requesting the Zero Waste Advisory Commission (ZWAC) to provide a favorable ZWAC recommendation to the City Council for the authorization of an award and execution of a contract with Republic Services, Inc., in an amount not to exceed \$16,995,000 for the provision of refuse, recycling, organics and special waste collection for city facilities over a six year (6) period.

Total value of \$17 Million or \$46 Million??

Funding Note that this doesn't identify this as the first 3 years. Was it a mistake or intentional?

Funding of the first year requirement (\$7,725,000) is included in the FY2016-17 approved operating budget of ARR and the other departments utilizing the contract. Funding of future years' requirements will be contingent upon future budget approval.

Background

* FALSE

The contract will provide transportation, collection, and processing of refuse, recycling, brush, and compostable materials generated by City department facilities, City co-sponsored special events and in the event of emergencies. This contract does not provide collection of material from non-City department facilities or events. In addition, the contract will provide services for the management and disposal of industrial Class 2 and non-hazardous special wastes for Austin Energy, and other departments as needed. (Special waste could include biosolids sludge disposal at a landfill and/or delivery of sludge to an off site compost facility.)

City co-sponsored events are not City events.

FALSE. The City has rolloff trucks & boxes. Staff has no authorization from Council to compete with private companies. This goes way beyond the current contract City now has with Republic.

ARR does not provide the services that are being contracted under this procurement action because it does not possess the type of equipment that is required. This procurement is a result of selecting the best evaluated offer received in response to a Request for Proposals issued by the Purchasing Office on June 6, 2016. Multiple city departments participate in this contract and each department is responsible for paying for services received.

Republic did not timely submit a response to this RFP.

Contract Timeline

November 9th – ZWAC recommends City Council approval of original contract with Republic Services, Inc.
December 1st – Target City Council date

Staff Recommendation

Staff recommends City Council authorization of award and execution of a 72-month contract with Republic Services, Inc. for the provision of refuse, recycling, organics and special waste collection for city facilities, in an amount not to exceed \$16,995,000.

Then, why do they report that the first year's cost of this contract is estimated to be \$7,725,000.
6 x 7,725,000 = \$46,350,000 over 6 years.

Note: Staff is not asking for the approval of a 36-month contract with 3 one-year extensions. Staff is asking for a 6-year contract approval. Note: The WMI-ACL landfill is due to be filled in less than six years.


Republic does not own local operating landfills, compost facilities or MRFs. Where will these materials be processed and landfilled? Are these facilities authorized to accept and process such materials? What are the specific prices quoted for which specific services? Where is the proposed contract and its incorporated RFP response? Does this contract include provisions for the City to own and control all compostable and recyclable materials collected? Can the City direct Republic to transport those materials to a different composter or MRF at any point in time? Can the City add solid waste, compostables and recyclables from additional special events, commercial business locations and from other City facilities as the City's existing contracts with other haulers expire without the City having to send those services out for bid again (i.e. the Airport bid, the Austin Energy wood recycling purchase orders, the Convention Center bid, and the downtown Central Business District contract)?

| EVALUATION MATRIX CITYWIDE DUMPSTER COLLECTION SERVICES RFP SLW0514 | | | |
|---|-------------------|-------------------|---------------------------------|
| EVALUATION FACTORS | # Possible Points | Republic Services | Waste Management of Texas, Inc. |
| <u>COMMUNITY IMPACT AND ZERO WASTE</u> | 15 | 13 | 9 |
| <u>COMPANY HISTORY AND EXPERIENCE</u> | 12.5 | 11 | 9 |
| <u>FACILITIES AND EQUIPMENT</u> | 12.5 | 11 | 8 |
| <u>REGULATORY COMPLIANCE</u> | 10 | 10 | 9 |
| <u>REFERENCES</u> | 5 | 5 | 5 |
| <u>TOTAL EVALUATED COST</u> | 35 | 35 | 16 |
| <u>LOCAL BUSINESS PRESENCE</u> | 10 | 0 | 10 |
| Total | 100 | 85 | 66 |

NOTE: As per Section 252.049 of the local government code, contents of a proposal shall remain confidential until a contract is awarded. Therefore, the matrix will include points awarded for price but exact pricing will not be disclosed.

* This is ridiculous. The full contract, along with the incorporated RFP response, should be produced before being considered by ZWAC, Council and other Commissioners. The RFP Scope of Work clearly includes the flow control of solid waste, compostables and recyclables, as well as the City requiring all compostables and recyclables having to be given up to City ownership and control. Also, the scope of work allows for City control over what are now commercial accounts serviced by private haulers, composters and recyclers.

This RCA not only provides false information, but also fails to provide pertinent details about the disposal, recycling and composting facilities to be used for materials collected as part of this contract, and how the staff intends to account for profits and losses from the sale of compostables and recyclables it is taking control of.

| AGENDA | | | | |
|---|--|---|---------------|----------------|
|  | | | | |
| Recommendation for Council Action (Purchasing) | | | | |
| Austin City Council | Item ID: | 64878 | Agenda Number | <ITEM_OUTLINE> |
| Meeting Date: | December 1, 2016 | FALSE: Waste Management of Texas, Inc., announced as sole respondent at bid opening held in the Purchasing Office on July 28, 2016, at 2:15 p.m. | | |
| Department: | Purchasing | FALSE: Waste Management of Texas, Inc., announced as sole respondent at bid opening held in the Purchasing Office on July 28, 2016, at 2:15 p.m. | | |
| Subject | | | | |
| Authorize negotiation and execution of a 36-month contract with REPUBLIC SERVICES , or one of the other qualified offerors to Request For Proposals SLW0514, to provide citywide refuse, recycling, organics and special waste collections for City facilities , in an amount not to exceed \$7,725,000, with three 12-month extension options in an amount not to exceed \$3,090,000 per extension option, for a total contract amount not to exceed \$16,995,000 . | | | | |
| Amount and Source of Funding | | | | |
| Funding in the amount of \$1,818,750 is available in the Fiscal Year 2016-2017 Operating Budgets of various City departments. Funding for the remaining 27 months of the original contract period and extension options are contingent upon available funding in future budgets. | | | | |
| Fiscal Note | | | | |
| A fiscal note is not required. FALSE: Waste Management of Texas, Inc., announced as sole respondent at bid opening held in the Purchasing Office on July 28, 2016, at 2:15 p.m. | | | | |
| Purchasing Language: | The Purchasing Office issued a Request for Proposals (RFP) SLW0514 for these services on June 6, 2016 and it closed on July 28, 2016 with two offers received . The recommended offer is the best evaluated offer submitted by a responsible offeror. Additional information on the solicitation is included below the line. The recommended offeror is the current provider for these services. | | | |
| Prior Council Action: | FALSE: TDS and other companies now have contracts covered by the RFP. | | | |
| For More Information: | Sandy Wirtanen, Senior Buyer, 512-974-7711 | | | |
| Boards and Commission Action: | November 9, 2016 – To be reviewed by the Zero Waste Advisory Commission. November 9, 2016 – To be reviewed by Water and Wastewater Commission. November 14, 2016 – To be reviewed by the Electric Utility Commission. | | | |
| Related Items: | | | | |
| MBE / WBE: | This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were insufficient subcontracting opportunities; therefore, no subcontracting goals were established. | | | |
| Additional Backup Information | | | | |

FALSE: Solicitation is not limited to only City facilities and allows for the collection of material from private facilities, venues & special events. Represents a \$10.95 million increase over existing contract for refuse and recycling collection services from City facilities.

Since Republic does not have landfill, MRF or compost facilities in the Austin area, there are sub-contracting opportunities available, unless the City intends to direct the flow of all compostable and recyclable materials to the City's contractors who have agreed to be the City's toll processor for such City owned and controlled materials.

FALSE: The staff's RFP solicitation is not limited to only City facilities and clearly allows for the collection of material from private facilities and venues, as well as special events on City controlled lands and right of ways.

The contract will provide transportation, collection, and processing of refuse, recycling, brush, and compostable materials generated by City department facilities, City co-sponsored special events and in the event of emergencies. This contract does not provide collection of material from non-City department facilities or events.

Austin Resource Recovery does not provide these services because they do not have the type of equipment that is required. The majority of all containers will be serviced on a weekly basis, with some sites utilizing roll-off containers, compactors and balers that will be serviced on an as needed basis. A provision of this contract allows for containers to be added or removed as departmental requirements change.

In addition, the contract will provide services for the management and disposal of industrial Class 2 and non-hazardous special wastes for Austin Energy (AE), and other departments as needed. AE manages several facilities and work sites that generate non-hazardous liquid and solid wastes, generally through routine maintenance activities. Waste includes items such as weathered utility poles and contaminated soil from transformers and construction/demolition debris. In order to comply with federal, state, and local regulations, AE requires the turn-key services of a waste disposal contractor to transport and dispose of the industrial Class 2 and non-hazardous special wastes generated.

This requires the recommended contractor to own and operate the facility where disposal of Class II Non-Hazardous Special Waste will occur. Yet, the designated disposal facility is not disclosed in this RCA.

An evaluation team with expertise in this area evaluated the offers and scored Republic Services as the best to provide these services based on community impact and zero waste, company history and experience, facilities and equipment, regulatory compliance, references, total evaluated cost, and local business presence.

This request allows for the development of a contract with a qualified offeror that Council selects. If the City is unsuccessful in negotiating a satisfactory contract with the selected offeror, negotiations will cease with that provider. Staff will return to Council so Council may select another qualified offeror and authorize contract negotiations with this provider. **Any contract (with its RFP response incorporated) negotiated certainly should be vetted through ZWAC and Council prior to execution.**

Requested authorization amounts were determined using the departments estimated usage for current programs and locations as well as additional planned programs and locations. Also included is Class 2 waste from Austin Energy. If the City is unable to secure a contract, City facilities will be unable to properly dispose of refuse, recycling and compostable materials. **FALSE: City staff has properly managed Austin Energy's waste materials without a contract in place since Dec. 11, 2015, when Council chose not to renew the Republic contract.**

A complete solicitation package, including a response list, is on file in the City's Purchasing Office and is available on the City's Financial Services Austin Finance Online website. Link: [Solicitation Documents](#)

| REPUBLIC SERVICES | | | | |
|--------------------|-----------|----------------------|--------------------|----------------|
| | # months | Contract Amount | Contract Amendment | Revised Amount |
| Original Term | 36 | \$ 7,725,000 | n/a | n/a |
| Extension Option 1 | 12 | \$ 3,090,000 | n/a | n/a |
| Extension Option 2 | 12 | \$ 3,090,000 | n/a | n/a |
| Extension Option 3 | 12 | \$ 3,090,000 | n/a | n/a |
| TOTAL | 72 | \$ 16,995,000 | \$ - | \$ - |

Note: If City co-sponsored events, such as SXSW, ACL and numerous others listed, are eligible to qualify as a service falling under this contract, then thousands of other locations will also apply where Green Builder co-sponsored C&D waste landfill diversion jobs are underway, and as the City's Central Business District expansion adds businesses and extends throughout the City along main roadway business arteries.

Represents an increase of \$10,949,460.00 over the existing contract for refuse and recycling collection services from City facilities. That contract is serviced by Republic.

This contract also includes a very broad provision for additional services related to URO, Zero Waste or other City needs as required.

It is patently FALSE to portray this contract as being solely for City departments and facilities.

SCOPE OF WORK FOR

* **NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH, COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE, AND EMERGENCY COLLECTION ASSISTANCE** *

1.0 INTRODUCTION

The City of Austin, hereafter referenced ("City") seeks offers in response to this solicitation from Contractors qualified and experienced in the transporting, collection and processing and disposal of refuse, single-stream and scrap wood recycling, baled cardboard, brush (no food scraps), compostable materials (including food scraps), and Industrial Class 2 special non-hazardous waste generated by the City.

It is the intent of this solicitation to establish a service agreement with one or more qualified Contractors, hereafter referenced "Contractor(s)," who can provide disposal and recycling services; routine, non-routine (on-call), and bulky items services for a variety of special public events and/or festivals throughout the year; disposal/recycling of Class 2 special non-hazardous waste materials and possible emergency collection services. The Contractor(s) shall provide all the necessary containers, dumpsters, staff, vehicles and equipment to perform these services for multiple City departments at multiple locations.

Additionally, under this service agreement the Contractor(s) shall agree to support and assist with the cleanup and removal of debris resulting from inclement weather and emergency situations as needed, and as requested by the City.

Services provided under this contract shall meet the minimum standards of the City's Universal Recycling Ordinance ("URO") in terms of containers, labelling, and recyclable/compostable materials accepted. The URO became effective Oct. 1, 2012, and established minimum recycling standards for all commercial properties in Austin. The goal of the URO is to reduce waste going to area landfills, reduce harmful environmental impacts of burning and burying waste, and increase economic development. The URO requires recycling and organic material diversion services consistent with Austin's Zero Waste goals.

The Contractor(s) shall adhere to the Zero Waste goals of the City and support all its efforts to reduce waste and improve the environment.

This contract shall be, in part, revenue based for the all recyclable and compostable materials collected.

2.0 TYPES OF SERVICES

2.1 The Contractor(s) shall be responsible to provide all personnel, collection equipment, transportation vehicles, containers, dumpsters, tools and all other necessary materials, equipment and provisions to complete the services and collections for the refuse disposal, single-stream, scrap wood, and baled cardboard recycling, brush and bulk materials collections processing and/or disposal, recycling of compostable materials, disposal and recycling of industrial Class 2 and special non-hazardous waste, and emergency assistance as needed. [Empty drums for Class 2 and non-hazardous special waste disposal and City owned compactors will be provided by the City facilities as directed and needed.] The term "container(s)" as used herein shall refer to dumpsters, roll-offs, and all required carts and associated materials and equipment needed unless the context clearly indicates a different meaning and/or otherwise. Possible additional services may be required related to the URO, Zero Waste initiatives or other City needs as required.

2.2 An estimated list summarizing the City's current service locations and collection needs is included as Attachment A. Attachment A includes the current estimated and anticipated container type, size, quantity, departments, service locations, and collection frequency. Container size, type, service locations, departments, quantity and collection frequency are subject to change throughout the term of the contract. There are no guarantees of number of departments, locations, quantity or collection frequencies included. Service locations may be added or changed at the discretion of the City.

2.3 Routine, Non-routine (On-call), and Bulky Items Services –Contractor(s) shall supply all necessary vehicles and equipment for the collection, transportation and processing of

These provisions allow for significant expansion of contract.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

refuse, recyclables and composting materials at approximately 200 commercial and non-residential City facilities. In 2015, these facilities produced approximately 7,500 tons of refuse and 1,200 tons of recycling. Routine services at these facilities shall be on a pre-defined scheduled collection frequency, as determined by the City and mutually agreed upon. Non-routine services at these facilities shall occur immediately when requested by the City including evenings, weekends and holidays for any purpose. The unit prices for non-routine services shall be based upon the size and type of container and shall be calculated on a per trip basis. (Costs for these should be included separately on the 0600 bid sheet). Services shall also be provided for bulky items too large in dimension to fit in the refuse containers and/or compactors used by the City in its normal collection services. Contractor(s) shall provide bulky item pick-ups within twenty-four (24) hours of a request from the City.

- 2.4 **Special Events** - The City currently coordinates and supports approximately 20 public special events/festivals each year in the Austin area by contracting with private haulers to provide the collection, transportation and processing of trash, single-stream recycling, and compostable materials, and to provide the necessary containers which include various sized dumpsters, carts and roll-offs. In recent years, the number and types of special events/festivals have increased, as well as the popularity and attendance at each event; therefore, the special events services are subject to fluctuation. Additionally, the City co-sponsors several events where services may be required. Reference Section 3 for details.
- 2.5 **TCEQ Class 2 and Special non-hazardous materials definition** - Texas Commission for Environmental Quality ("TCEQ") regulations (30 TAC 335.505/506/508) defines industrial Class 2 waste as solid waste that does not meet the criteria for hazardous waste (as per Resource Conservation and Recovery Act ("RCRA") regulations) and is neither a TCEQ Class 1 nor a TCEQ Class 3 industrial waste. Special waste is any solid waste that requires special handling because of its quantity, concentration, and physical or chemical or biological properties.
- 2.6 The City generates Class 2 and non-hazardous special wastes that are not suitable for general refuse dumpster disposal containers and/or processing. These wastes include, but are not limited to: used treated wood utility poles, contaminated soil with less than 1500 parts per million ("ppm") total petroleum hydrocarbons ("TPH"), soil contaminated with mineral oil from transformers with less than 1500ppm (covered by a TCEQ variance that allows that specific soil to be disposed of in a municipal landfill), construction/demolition debris, Class 2 wastewaters, rust, spent desiccants, unused solid chemical products, non-PCB bushings/capacitors and asbestos. The City requires a Contractor to safely handle and dispose or recycle these materials.
- Note:** Hazardous solid wastes (as per RCRA regulations), Class 1 industrial solid waste (as per TCEQ regulations) and Universal wastes (as per RCRA regulations) are not part of the scope of this contract.
- 2.7 **Emergencies/Storm Clean-up** – Contractor(s) may also be required to provide additional weather related and/or emergency cleanup assistance where the hauler shall provide various sized containers and collection services in neighborhoods impacted by storm events or as needed to assist and support City operations. The Contractor(s) shall have an adequate number of equipment, containers, vehicles, and staff to provide emergency services, beyond regular working hours. Contractor(s) shall be available 24 hours a day for these services, and ready to respond when requested to assist with emergency services within 5 hours of the request. Emergency cleanup assistance provided by the Contractor(s) shall remain an option for the City, as the City deems necessary, to respond to significant weather and/or emergency situations requiring the Contractor's services. The City reserves the right to use additional Contractors, some currently under contract with the City for FEMA and emergency debris clean-up services, as well as additional contractors, as

New

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

needed due to emergency and/or weather impacted situations. Any services in this category, that are requested by the Contractor(s), under this contract, will be to assist with unanticipated, but necessary cleanups that require immediate response times.

New
(cont.)

3.0 SPECIFICATION OF SERVICES AND PERFORMANCE REQUIREMENTS

The Contractor shall solely be responsible to provide all personnel, collection equipment, transportation vehicles, containers (with the exception of drums for Class 2 waste and City owned compactors), tools and all other necessary materials, equipment and provisions to fully complete the services and collections of refuse, single-stream recycling, baled cardboard, brush, bulk materials, compostable materials, industrial Class 2 and special non-hazardous waste and as needed emergency response assistance in accordance with the specifications within this Scope of Work (0500 document).

The term “container(s),” as used herein, shall refer to dumpsters, roll-offs, compactors, collection points, staging areas, and all required carts and associated materials and equipment needed, unless the context clearly indicates a different meaning and/or otherwise.

3.1 **SERVICES** - The services required under the resulting contract shall be defined as a minimum of the following:

3.1.1 **Routine Refuse/Scheduled Collections** – The Contractor shall supply all necessary containers vehicles, equipment, labor (including delivery, set-up/placement in the specifically requested location(s)), cleaning, labelling (as instructed by the City’s point of contact), transportation, processing of materials and retrieval/pick-up of containers to provide collection services for refuse, single-stream recycling, baled cardboard, brush, and compostable materials for multiple City departments, facilities and locations on a pre-defined scheduled collection frequency, as determined by the City and mutually agreed upon.

3.1.2 **Unscheduled Collections** – The Contractor agrees to empty containers at additional times and locations, other than the normal pre-defined scheduled collection frequencies, when requested to do so by the City, as needed. The unit prices for unscheduled (or additional) collections of containers shall be based upon the size and type of container, and shall be calculated on a “per trip” basis. (Costs for these should be included separately on bid sheet).

3.1.3 Special Events & Festival Collections –

NOTE: Services for special events will only be as requested, and for City Co-Sponsored events, whereby the City is selected to provide the services.

For special events and/or festivals, the Contractor agrees and shall supply all necessary containers (including delivery, cleaning, labelling, retrieval of containers and processing) and provide collection services for refuse, single-stream recycling, and compostable materials. Special event collection unit prices shall be based on the size and type of container, and shall be calculated on a “per trip” basis.

For special events, in addition to regular week day delivery hours, Contractor agrees and shall deliver and pickup containers for special events, seven days a week, Monday through Sunday, including holidays, evening and after normal hours as instructed by City’s point of contact personnel. Contractor shall be prepared and agrees to return for additional pickups, during the events, if needed, as requested by City personnel during the events.

NOTE: In some cases, due to the event, there are street closures. Contractor shall be responsible to make arrangements to ensure services are on-time including added time for diverting due to closures, traffic or other.

Three days prior to each event, Contractor shall provide a point-of-contact person including an email and cellular telephone number for all special events, to be

There is no basis for Austin Resource Recovery to gather prices and information to provide contracted collection services for dozens of special events & festivals which are overwhelmingly provided service by TDS and other private haulers.



**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

available immediately by telephone, for troubleshooting and other issues. Said contact shall be readily available by telephone during the entire event, and have the authority and resources to resolve all problems that may arise as indicated by City personnel.

Contractor's point-of-contact, and/or designated personnel shall coordinate with the designated City personnel by telephone prior to the delivery of all dumpsters and containers to ensure proper delivery location, specific placement and time. Where items have been dropped-off at the incorrect location and/or time, the scheduled point-of-contact personnel shall have sufficient manpower redirected to the location to meet City personnel for instructions for proper delivery locations within 60 minutes of the request from the City personnel.

Some of the special event services, may necessitate the use of 96-gallon or similar cart containers on wheels for composting materials.

Contractor shall provide a written, detailed estimate within 5 business days prior to the scheduled special event/festival, for City to review to ensure all necessary services, items, times, and locations are accurately defined and included.

Below is a list of special events/festivals for which the Contractor may be required to provide services. This list is not all-inclusive and/or limited to, the following:

- South-by-Southwest (SXSW)
- Austin City Limits Music Festival (ACL)
- Pecan Street Festival
- The Republic of Texas Biker Rally
- Austin Film Festival
- Urban Music Festival
- Fun, Fun, Fun Fest
- Blues on the Green
- Cap 10K
- Keep Austin Weird Fest & 5K
- Zilker Kite Festival
- Austin's New Year
- Austin Reggae Festival
- Eeyore's Birthday Party
- Austin Wine and Music Festival
- Austin Celtic Festival
- Bat Fest
- O. Henry Pun-Off
- Austin PRIDE Festival and Parade

Nearly every event and festival listed here uses TDS for its solid waste, recycling and composting services, as well as other services such as portable restrooms, luxury trailers, and more.

NOTE: Services for special events will only be as requested, and for City Co-Sponsored events, whereby the City is selected to provide the services.

- 3.1.4 On-Call Collection – The Contractor shall supply all necessary containers (including delivery, cleaning, labelling, retrieval of containers and processing) and provide collection services at various locations as directed by the City. On-call containers shall not have a pre-defined, scheduled collection frequency, but shall be emptied/serviced and/or replaced by the Contractor when instructed to do so by the City, including evenings, weekends and/or holidays and for any purpose. Since collections of on-call containers is difficult to anticipate, the Contractor shall be allowed to charge a rental price for the use of each container in addition to the “per trip” fees, and this should be listed separately on the 0600 bid sheets.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

3.1.5 Emergency/Storm Clean-up Services - The Contractor shall be ready to provide additional services, as directed by The City, to assist with weather related, and/or emergency clean-up services. The Contractor shall be able to provide adequate, various sized dumpsters, containers and collection services in neighborhoods impacted by storm events or as needed to assist and support City operations. Contractor must support they have an adequate number of equipment, containers, vehicles, staff to provide emergency services, beyond regular working hours. Contractor must be available 24 hours a day for these services, and ready to respond when requested to assist with emergency services within 5 hours of the request.

New

Under the resulting contract, emergency clean-up assistance provided by the Contractor shall remain an option for the City, as the City deems necessary, to respond to significant weather and/or emergency situations requiring the Contractor's services. The City reserves the right to use additional Contractors, some which are under contract with the City for FEMA and emergency debris clean-up services, as well as additional contractors, as needed due to emergency and/or weather impacted situations. Any services in this category, that are requested from the Contractor(s), under this contract, will be to assist with unanticipated, but necessary clean-ups that require immediate response times for such. Additionally, Contractor agrees to comply with all FEMA requirements relating to and for the entire duration of the emergency/storm clean-up assistance requested.

3.1.6 City Facilities Bulky item pick-up- The Contractor shall collect items too large in dimension to fit in the refuse containers and/or compactors used by The City in its normal collection services. This service shall be on a requested basis. Contractor agrees to provide bulky item pick-ups within twenty-four (24) hours of a request from the City.

3.1.7 Industrial TCEQ Class 2 and special non-hazardous waste- Contractor shall provide containers, collection, transportation, cleaning, and all resources to properly dispose and/or recycle all Industrial Class 2 and special non-hazardous waste streams generated by the City from several departments (empty drums will be provided by City facilities for Class 2 and non-hazardous special waste). Class 2 waste drums may be placed into roll-off containers for pick up and disposal by the Contractor. Contractor shall keep separate all materials that can be recycled, and properly weigh and record these materials for revenue to the City.

New

3.1.8 Reporting –

The Contractor(s) shall provide the City with a report for all services provided each month within ten (10) business days after the previous calendar month is complete. See below for additional reporting instructions for Class 2 waste materials and special events. Additionally, within five (5) days of each special event and/or festival, Contractor shall provide to the specified City personnel, separate the weights for trash, recycling and composting for each event. The Contractor's monthly report shall include at a minimum, the following information:

Reporting requirements are significantly expanded to the point they are onerous and cost prohibitive.

a. The property address and description where the services are provided, the department and facility name, event/festival name, reason/purpose for an unscheduled and/or on-call request, and neighborhood/area for each location serviced.

b. **For all routine trash and recycling**, not including Class 2 non-hazardous waste materials, report must include tonnage/volumes collected for the month, revenue for all recyclables based upon the agreed current dedicated route audit rates.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

- c. The total accurate weight of refuse (landfill trash) collected for the previous month.
- d. The total accurate weight of recyclable materials collected for the previous month.
- e. The total accurate weight of brush collected for the previous month.
- f. The total accurate weight of compostable materials collected for the previous month.
- g. Contractor to provide the City with a monthly report that details diversion rates that represent percentage of materials collected and percentage diverted from the landfill by recycling, repurposing, reusing or other methods,
- h. Total accurate weights, quantities and types of items for recycling, location for processing of recyclable materials, load ticket at drop-off facility.
- i. **Class 2 Non-Hazardous waste materials:** For these Contractor must provide total accurate weight of Industrial Class 2 solid waste and special non-hazardous solid waste for each collection and from at each location. Contractor(s) shall provide and return a detailed written breakdown of weights and documentation within 30 days of the date of shipment for all Industrial Class 2 and special non-hazardous waste. The documentation shall include the date and from which the waste was picked up, a description of the waste, size and number of containers, the final destination/disposition for the waste, and the gross and tare weights. The Contractor(s) shall maintain all applicable documentation that verifies the quantities and types of waste materials transported, stored, treated and disposed of under this contract. The documentation shall be adequate to protect the City and the Contractor according to all applicable laws and regulations, and to document that all waste materials covered by this contract have been transported, treated and disposed of properly. Within five days of each special event, Contractor(s) shall provide the weights for trash, recycling and composting separately for that event.
- j. **Special Events-** For special event collections Contractor will perform these on a dedicated route basis. Contractor shall provide all tonnage for debris, recycling and organic materials collects for that particular event. **NOTE:** Loads that are considered contaminated, must be supported by documentation and subject to City approval.
- k. Annually on or before Sept. 30th the Contractor(s) shall provide an Excel spreadsheet with detailed information about the amount of trash, recycling, brush, compost, and Class 2 categories collected in pounds over the previous year per department and sortable by service address.
- l. The Contractor(s) shall provide quarterly reports that support all efforts made to reduce waste, improve the environment, assist the community to improve the quality of life and reduce waste and protect and preserve the natural resources.
- m. **Diversion rates-** Contractor to provide monthly reports on landfill diversion rates for all materials that are diverted by recycling, repurposing, composting or otherwise. Reports should include separate percentages of how materials are diverted.

Requirement: It is essential for the successful performance of this contract that the weights reported to the City for each location are accurate. Weight estimates are not acceptable. The Contractor shall be solely responsible for proposing a

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**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

solution that is approved by the City's Contract Manager and results in the implementation of a measurement method that will accurately capture and record actual weights for each type of material collected, at each location, and/or event, each time a collection is made.

Cont.

4.0 DISPOSAL AND PROCESSING FACILITIES

- 4.1 All disposal sites and facilities, recycling facilities and treatment methods used by the Contractor(s) under this contract shall be approved in writing in advance by the City Contract Manager(s). These facilities are required to have the necessary Federal, State and local authorizations/permits. The Contractor(s) shall identify these authorizations in the submittal. Any changes in disposal sites, facilities or treatment methods without prior City approval shall constitute a material breach of this contract. Methods for disposal may vary depending upon the materials and requirements of individual departments within the City. Contractor(s) shall inform the City in writing (and get approval from the City Contract Manager(s)) 60 days in advance of any change in facilities, of any new facility, or of the discontinuance of an existing facility if these are to be used for disposal and/or processing centers for waste under this contract.
- 4.2 Disposal Sites Compliance and Capacity – The Contractor(s) shall provide documentation annually to support that the landfill and all facilities will have a continued capacity to accept the materials delivered for the lifetime of this contract. The Contractor(s) must also provide annual confirmation that all facilities used are in compliance with all TCEQ, federal, state and county requirements. Should any changes or compliance matters arise, the Contractor(s) shall notify the City Contract Manager(s) within 24 hours.
- 4.3 The Contractor(s) shall inform the City of any landfill closures at least a year before the actual closure. The Contractor(s) shall inform the City Contract Manager(s) within 24 hours after notification by a regulatory body if the disposal or processing facility will be closing due to non-compliance with regulations. In the event of a change in the disposal facility, the Contractor(s) shall be responsible for transferring (including additional laboratory analysis associated with profiles) all existing profiles to the new disposal facility at no cost to the City. The Contractor(s) shall only include those disposal or processing facilities with a capacity to handle the waste under this contract for a minimum of 12 months.
- 4.4 Disposal and processing facilities utilized by the Contractor(s) in accordance with this contract shall be located within the Central, Capital Area of Texas, which includes the counties of Travis, Hays, Caldwell, Bastrop, Fayette, Lee, Williamson, Burnet, Blanco, Bell, McLennan, Bexar, and/or Llano. The contractor shall indicate the location(s) of disposal and processing facility(ies) that will be used in this contract.
- 4.5 Refuse Disposal - The Contractor(s) shall deliver all refuse (i.e. landfill trash) collected under the terms of this contract to one or more, legally operated disposal facilities pre-designated by the Contractor(s) and approved by the City. The Contractor(s) shall follow the disposal facility(ies)'s procedures for materials delivered and transferred (including, but not limited to weigh-in and weigh-out, placement of materials, and acceptance dates and times). The Contractor(s) shall confirm in writing, from the facility proposed by the Contractor. Contractor(s) for use in correlation to the services described herein, that the facility(ies) shall have adequate landfill capacity throughout the initial term and all potential extension options of any resulting contract.
- 4.6 Single-Stream Recycling Processing - The Contractor(s) shall deliver all recyclables collected under the terms of this contract to a legally operated Material Recycling Facility ("MRF") pre-designated by the Contractor(s) and approved by the City.

New

Contractor must disclose which disposal, recycling and composting facilities will be utilized and their respective capacities to handle volumes managed under the potential 6-year contract.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

All recyclable and compostable materials, collected by the Contractor(s) under the terms of this contract shall be the sole property of the City and all net revenues generated from the sale of said recyclable materials shall be due to the City on or before the 10th day of the following month. The net revenues due the City shall be based current dedicated route audit rates for that period, delivered and processed to the MRF minus the facility processing fees as indicated on the bid sheets and agreed to by the City. Accurate weight tickets in support of materials delivered must accompany all revenue statements.

The City is unjustly confiscating revenues from private service providers, businesses and event organizers.

The City may, at its sole option, and at any time, designate a different MRF for the delivery of all single-stream recyclable materials collected by the Contractor(s) from City facilities and special events/festivals if it is deemed to be in the best interest of the City, subject to mutual agreement of all parties.

Flow control by contract pursuant to Bob Gedert's 9-13-16 Memo.

4.6.1 The Contractor shall perform all tasks required to collect and transport all single-stream recyclables to the MRF for processing and sale.

4.6.2 The Contractor shall provide the City with all revenues generated from the sale of the recyclables and compostables minus the transportation and service fees, as indicated in their proposal on or before the (10th) tenth day of the following month.

New

4.7 **Brush Processing** – The Contractor shall deliver all brush (no food scraps) collected under the terms of this contract to the City's Hornsby Bend Bio-solids Management Plant, located at 2210 South FM 973, Austin, Texas 78725. All brush collected shall be the sole property of the City. The location for the brush deliveries is subject to change based upon future needs of the City.

Flow control by contract pursuant to Bob Gedert's 9-13-16 Memo.

4.8 **Compostable Materials Processing** - The Contractor(s) shall pick up, transport and deliver all compostable materials (brush, food scraps) collected under the terms of this contract to a state-approved compost processing facility(ies) pre-designated by the Contractor(s) and approved by the City. The City reserves the right to change the designated compostable materials processing facility(ies) at any time during the life of the contract with at least 30 days written notice.

4.9 The Contractor(s) shall follow the processing facility's designated procedures for materials delivery and transfer (including, but not limited to weigh-in and weigh-out, placement of materials, and acceptance dates and times). The Contractor(s) shall not commingle materials collected from City facilities for special events and or Class 2 materials (as defined herein).

4.10 **Industrial Class 2 and special non-hazardous waste** – The Contractor(s) shall, in accordance with all applicable Federal, State and local statutory provisions and ordinances, properly dispose of and/or recycle all industrial Class 2 and special, non-hazardous waste materials separately from other refuse, debris and recyclable materials collected from all City facilities. The Contractor(s) shall use containers specifically designed for this classification of waste, and shall transport all materials to a licensed facility(ies) approved to accept these types of materials, subject to City approval. The City shall provide the Contractor(s) with waste characterization data for the Class 2 and special, non-hazardous waste materials, and the Contractor(s) shall review and process the waste as determined by City unless otherwise notified or the Contractor(s) notifies City the load has additional characterizations to be determined.

4.10.1 The Contractor(s) shall deliver all Class 2 and non-hazardous waste to a licensed facility legally qualified to accept these types of waste, subject to City approval. The licensed facility must meet all TCEQ permit and notification requirements (including 30 TAC 335.2). The licensed facility must also meet any Federal, State and local government regulations. The Contractor(s) shall not commingle these materials with other collected materials.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

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4.10.2 The Contractor(s) shall manifest all wastes picked up from industrial sites. The correct profile number and waste code (where applicable) shall be shown on the manifest. The Contractor(s) shall return the white copy of the shipping manifest within 30 days of shipment from the facility. The City will provide the Contractor(s) with waste characterization and shall prepare waste approval forms. The Contractor(s) shall review and process completed waste approval forms submitted within five working days. The Contractor(s) shall provide the City a copy of each completed profile with the approval code that has been assigned by the Contractor(s) and the expiration of the code, if applicable. The Contractor(s) shall provide manifests for each shipment.

4.10.3 The Contractor(s) shall inform the City in writing about all citations of non-conformance (including violations) with applicable regulations and ordinances within 10 days of the receipt of these notices, stemming from the disposal or recycling of waste. The contractor shall keep the City informed of all changes to the final destination for materials covered under this contract. The City reserves the right to cancel this contract depending on the nature and seriousness of the non-conformance or violation.

5.0 CONTAINERS: The City shall provide an updated list of City facilities and the containers and services required as needed during the contract. The Contractor(s) shall coordinate complete delivery of all containers as required within thirty days after contract execution or as agreed upon in writing between the City Contract Manager(s) (or designee(s)) and the Contractor(s)' designee(s). Additionally, a list of contacts and phone numbers shall be exchanged between the City and the Contractor(s) with notification of contract award. The departments, locations, quantities, amount and size of containers are subject to change as the City determines. There are no guarantees as to continued departments, locations, and/or quantities on an ongoing basis.

5.1 The Contractor(s) shall provide containers according to the service requirements of each location and as determined and requested by the City. The Contractor(s) shall bill the City at prorated amounts for all services that are performed for less than the entire month.

5.2 The Contractor(s) shall provide or remove a container within 48 hours after request by the City. Electricity and services needed for compactors and balers shall be predetermined prior to services by the City subject to change and availability, excluding special event requirements.

5.3 The Contractor(s) shall, upon written request by the City, empty container(s) within 12 hours of request by the City regardless of the container scheduled and/or collection frequency. If the Contractor(s) is unable to meet this timeline, it shall contact the City Contract Manager(s) within four hours of receiving the request and provide an explanation and alternative plan for servicing the container(s), subject to City approval. Special event times will vary based upon instructions provided by the City.

5.4 Spill Prevention, Leaks, Spillage and Clean Up – Contractor(s), its employees, subcontractors or consultants shall solely be responsible and liable for all the management, cleanup, resulting damages, expenditures and other for all drips, leaks and/or spills from any source, solid or liquid, and/or loss of debris that occur anywhere and anytime during the performance of this contract. Contractor(s) shall inform the appropriate City contact of all occurrences immediately after the spill event. Should spillage occur in, on, from and/or around the container(s) or compactor(s) anytime, and **for any reason**, the Contractor(s) shall be solely liable and shall clean, pump out, and sweep up and properly dispose of the material/litter. Cleaning and sweeping shall include, at a minimum, the gathering and removal of material from the container and/or area where spillage occurred, and the surrounding premises and adjoining areas, using either manual or mechanized brooms and/or sweeping machines and proper solvents for cleanup. Cleanup shall conform to all Federal, State and local regulations and ordinances. All damage, accidents and/or injuries

This language is in direct response to a prolonged matter relating to hazardous materials/liquids produced under the current Central Business District contract, which City staff refuses to address.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

that occur as a result of any leaks and/or spills shall be the sole liability and responsibility of the Contractor(s). All statutory requirements are the sole responsibility and liability of the Contractor to know and uphold. Contractor agrees to indemnify the City for any and all failures by the Contractor(s), its employees, subcontractors and and/or other parties to adhere to all statutory requirements and any resulting damages from spillage. Contractor(s) is solely liable to ensure compliance of all vehicles and equipment. Contractor(s) is required to maintain TCEQ and all federal, state, county and city compliance at all time.

5.4.1 At no cost to the City, the Contractor(s) shall contain, remediate, and restore the site of the spill and other affected property and/or locations in accordance with applicable federal and state regulations, and, if on City property, in accordance with City requirements. The Contractor(s) shall notify the City contact within one (1) hour of the spill. A written report shall be submitted by the Contractor(s) identifying the substance, the associated profile number, the quantity released, the Reportable Quantity for the substance, agencies notified and representatives contacted, and all remediation actions to resolve the spills. The written report shall be submitted within seven (7) calendar days of the event and supplemented with follow-up reports on how the incident has been resolved, until the incident is closed.

5.4.2 Due to the potentially hazardous content of a spill or leak, Contractor(s) shall have personnel immediately begin the cleanup of any and all spills/leaks, and shall have the situation contained, fully cleaned up and resolved within 4 hours. If additional time and/or resources are needed to complete the cleanup, Contractor(s) shall notify the City of said reason(s) for the delay in the complete cleanup, and an anticipated timeframe for full cleanup. All cleanups required must comply with all TQEC and government regulations.

5.4.3 **CONTRACTOR(S) SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES, COSTS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, INJURIES, FINES, PENALTIES, COURT COSTS AND/OR ATTORNEYS' FEES RESULTING FROM LEAKS, SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES OR FUEL BY CONTRACTOR, ITS SUBCONTRACTORS AND/OR ITS CONSULTANTS.**

5.4.4 Contractor(s) shall be solely responsible to supply, install, maintain and furnish any and all specialty parts, vehicles, and/or equipment that may be required to collect and transport loads safely without spillage or loss of debris of any kind for any reason leaving the vehicle or creating any hazardous occurrences. Any incidents, accidents and/or injuries that occur as a result of any leaks, spills or loss of debris shall be the sole liability and responsibility of the Contractor. Contractor is required to maintain TCEQ, federal, state and county regulatory compliance at all time.

6.0 QUALITY REQUIREMENTS: Contractor shall operate and perform all duties under this contract in a manner as not to create or cause a nuisance condition(s), protect all water and land resources as not to release or cause pollution, refuse, debris, chemicals or contaminated substances to be released. Contractor shall be solely responsible and liable for all violations under this section, and shall indemnify and hold harmless the City from any damages, losses or expenses related herein.

6.1 The Contractor(s) shall be responsible for assuring that loaded waste does not exceed weight limits for the transport vehicle(s). The Contractor(s) shall determine and provide the weight for each bulk load upon request from the City. The Contractor(s) shall be solely liable for any violations.

6.2 Contamination – The City departments do not expect contamination, due to the sorting and inspections of waste stream characteristics. However, in the unlikely event the

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

Contractor(s) finds that waste shipped from a City facility does not conform to the approved profile for that waste, the Contractor(s) shall notify the City Contract Manager for that department within 24 hours and shall work with the City to determine the appropriate action to take, on an individual load basis. If the non-conforming waste must be taken to a different disposal facility, the cost will be split between the Contractor(s) and the City. The City shall make every attempt to ensure the waste being disposed of conforms to the profiles used, but cannot guarantee complete accuracy.

- 6.3 The City reserves the right to designate the time of day during which the Contractor(s) may empty and replace containers and compactors and collect bales of recycled materials from baler locations. The Contractor(s) shall schedule collections in advance with City departments for locations where containers, compactors, or bales are stored in secured areas. Many areas may require collections after business hours; however, City and Contractor will establish access for any secured areas, per department contract manager.
- 6.4 The Contractor(s) understands and agrees that events held at City locations take precedence over any other schedule(s) agreed to by the City and the Contractor(s). The Contractor(s) shall not hold the City liable, financially or otherwise, if the Contractor(s), due to an event(s) held at a City location, is required to reschedule services with the City. The City will make every reasonable effort to immediately notify the Contractor(s) if a special event(s) will impact any previous schedule agreed to by the City and the Contractor(s).
- 6.5 The City reserves the right to change the departments, frequency, locations, size and quantity of containers needed.
- 6.6 The Contractor(s) will not be required to provide routine/scheduled collection services on the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day. [*This does not apply to special events, festivals, non-routine services, on-call, and/or emergency services.*] If the facility will not receive its scheduled collections on a day prior or subsequent to these holidays, the Contractor(s) shall contact the City's facility contact person or the City's designated Contract Manager in advance to arrange service on the preceding or following day, subject to City approval. This service shall be provided at the discretion of the City and at no additional cost to the City.

7.0 EQUIPMENT REQUIREMENTS

All containers, compactors, vehicles, equipment and balers supplied by the Contractor(s) to provide the services described herein shall at a minimum meet the requirements described below.

- 7.1 **Dumpsters and Roll-Offs** – All containers shall be uniform in appearance and shall be a separate and appropriate color for trash, recycling and composting, as directed by the City. Dumpsters and roll-offs shall be provided in various cubic yard sizes, as indicated by the different departments. If a location requires multiple containers of the same type, the containers shall be of uniform design and a specific color for the materials to be placed in said container. All containers shall be appropriately labelled with an 18-inch "Recycling Only," "Landfill Trash Only", "Composting" and/or "Industrial Class 2 and Special Non-hazardous Waste" decals provided by the City of Austin. In addition, clearly identified decals with images of the types of common materials accepted in the recycling program shall be placed on the containers in both English and Spanish translations at a minimum.
- 7.2 **Carts** – The containers, typically used for compostable materials, shall be uniform in appearance and a separate color, as instructed by the City, and shall be provided in various gallon sizes. The materials accepted shall be indicated on the container with images and text in both English and Spanish.
- 7.3 **Cardboard Recycling Balers** – These containers shall be mechanized to convert loose cardboard to bound and compacted bales which upon removal from the baler can be

This is cost prohibitive. No reasonable service provider would agree to maintain separate colored compactors, roll offs, dumpsters and carts for landfill waste, recycling and organic materials managed under this contract.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

maneuvered without dislodging pieces of the cardboard. It is recommended the balers provided shall be of vertical down stroke design with hydraulic compaction mechanisms. Balers generating bales weighing more than 400 pounds shall have feed openings measuring at least 24" in height and 58" in width and utilize metal bale-banding materials. The Contractor(s) shall provide proper and appropriate banding materials and the cost for banding material shall be included in the monthly unit price for the equipment. All balers shall have operating instructions permanently affixed to the baler in such a way as to be easily viewed by the operator while operating the baler's compaction mechanism. All balers shall be incapable of operation while the feed opening or compaction compartment doors are open. All operators shall be properly trained to safely operate the equipment.

- 7.4 Class 2 and special non-hazardous waste – The Contractor(s) shall provide (except for drums) and use only approved containers for this class and type of waste material. All containers in use for industrial Class 2 and special non-hazardous waste shall be appropriately labeled with an 18-inch "Industrial Class 2 and Special Non-hazardous Waste" labels as appropriate. These containers shall be kept exclusively for the storage and transportation of Class 2 and special non-hazardous waste." All containers will require labels indicating the materials are for Class 2 materials only. Contractor to provide labelling.
- 7.5 Compactors – These containers shall be electrically powered to compress either refuse or recyclable materials into either a detachable compaction container or a material container that is permanently attached to the compactor mechanism (like those supplied by the City).
- 7.6 All containers, compactors, equipment, and balers specified herein shall be sealed or plugged at the bottom to prevent leakage, and any leakage that occurs, for any reason, shall be immediately swept, pumped out, and/or cleaned by the Contractor, and the Contractor shall be solely liable for any and all clean-ups and/or accidents or injuries that occur as a result thereof. Contractor is solely responsible to ensure containers and transportation equipment are leak-proof. Contractor is solely liable and responsible for any liquids and or solids that may leak from the containers, hauling trucks and equipment.
- 7.7 Locking lids and/or doors for containers specified herein shall be furnished by the Contractor(s) when requested by the City. The Contractor(s) shall furnish any locks and keys within three business days after request by the City.
- 7.8 Compactors shall be of appropriate size and capacity to correspond to and work in conjunction with the existing facility attributes found at that location (e.g. access by/for trucks, overhead lines, location of power source, etc.).
- 7.9 All containers, compactors, and balers provided shall be installed and maintained in such a way that all applicable American National Standards Institute ("ANSI") regulations and Occupational Safety and Health Act ("OSHA") standards are continuously met. All statutory requirements are the sole responsibility and liability of the Contractor(s) to know and uphold.
- 7.10 Universal Recycling Ordinance - The Contractor shall comply with the standards of the Universal Recycling Ordinance (URO). All containers provided by the Contractor(s) under this contract that are larger than one (1) cubic yard shall be labeled to meet the requirements of the URO, which currently requires:
- 7.10.1 An 18-inch diameter or larger round sticker or placard indicating in English and Spanish the materials accepted ("Landfill Trash," "Compostable," "Recyclable" or "Class 2 industrial waste").
- 7.10.2 A 24-inch by 18-inch or larger sticker or placard on containers for recyclables that visually shows the common types of materials accepted.

This is cost prohibitive. No reasonable service provider would agree to maintain a separate inventory of containers for this.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

8.0 VEHICLES: Collection, disposal and processing of all refuse, recyclable, composting materials and class 2 materials shall be made in enclosed, liquid tight collection vehicles. Contractor is solely liable and responsible to ensure its containers and equipment are leak and debris proof. Contractor is solely liable and responsible to properly maintain all trucks and transportation vehicles to comply with all regulatory minimum standards. Contractor is solely responsible to ensure that during the transportation of all materials from the contracted areas to the landfills or recycling facilities that no fluids or materials leak, spill, blow out, fall out or otherwise from the vehicles.

8.1 Vehicles shall be clean and properly identified. All collection vehicles shall be in compliance with all applicable federal, state, and local laws, codes and regulations. The Contractor(s) is presumed to be fully aware and have sufficient knowledge of all applicable and required statutes and laws.

8.2 The Contractor(s) shall maintain and operate a sufficient number of clean and serviceable vehicles needed to perform the required collection services on each collection day, as determined by the City. The Contractor(s) shall also maintain a sufficient number of vehicles, equipment and manpower for all emergency response requests.

9.0 EQUIPMENT MAINTENANCE

9.1 The Contractor(s) shall provide cleaning of containers on a routine and as needed basis at no additional charge to the City. Compactors and compaction containers, both those provided by the Contractor(s) and those which are the property of the City, shall be cleaned by the Contractor(s). Cleaning shall take place during the City facilities' non-working hours unless other arrangements have been approved by the City. Non-working hours shall be defined as the twelve (12) hour period between 6:00 p.m. and 6:00 a.m. Some facilities may be placed on a scheduled cleaning frequency. Otherwise, cleaning shall be provided only upon request by the City.

9.2 Cleaning shall include the entire process of physically removing a container, dumpster, compactor or compaction container, that is not permanently affixed to another item from the City's premises, transporting the equipment to the Contractor's facility, sweeping, scrubbing, and rinsing out the equipment using soaps or detergents that will remove all refuse and kill bacteria both on the internal and external surfaces of components. Items such as stationery compactors, shall be cleaned on site. The Contractor(s) shall re-deliver and re-install the equipment on the City's premises. When the equipment being cleaned is supplied by the Contractor(s), containers, compactors, or compaction containers shall be switched out with equipment of like size and type which has already been cleaned, so as not to have a disruption in service, unless other arrangements have been approved by the City. If City property is temporarily moved during the cleaning process, Contractor shall return all property to the exact, designated location prior to the cleaning processes, immediately after cleaning.

9.3 The Contractor(s) shall repair or replace inoperable Contractor supplied compactors or balers within forty-eight 48 hours of notification by the City. While compactors or balers are inoperable, the Contractor(s) shall provide containers of adequate quantity, size, and collection frequency to properly contain and dispose of the waste and/or contain recyclable materials generated by the facility normally served by the inoperable compactors or balers.

9.4 Upon request by the City, the Contractor(s) shall replace Contractor-supplied compactors and balers that have been inoperable three (3) times during any portion of the previous 120 calendar days. Any compactors or balers so removed from service shall not be re-used by the Contractor(s) at a City facility without the prior written approval of the City.

9.5 The Contractor shall, at no additional cost to the City, re-paint Contractor-owned equipment within forty-eight (48) hours of notification by the City.

9.6 The Contractor(s) shall protect containers from rain and other adverse weather

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

conditions. The Contractor(s) shall make every effort to ensure no rainwater and/or debris collects in empty drums and containers. The Contractor(s) shall be solely liable and responsible for the removal and disposal of all rainwater or other liquids that collect in all containers.

- 9.7 The Contractor(s) shall inspect container storage secondary containment systems weekly and after rain events for accumulated liquids, and remove accumulated liquids within 24 hours of discovery.
- 9.8 The Contractor(s) shall not stack containers more than two containers high, maintain a minimum of a 3-ft wide aisle space to allow for inspection of containers and movement of equipment, and label containers clearly visible and legible for inspection. The Contractor(s) shall keep containers closed and secure while in transport and storage unless waste is being added or removed.
- 9.9 The Contractor(s) shall handle waste containers in a manner as to prevent any rupture or leak and repair waste containers where leaking.

10.0 CONTRACTOR QUALIFICATIONS

To qualify for contract award, the Contractor(s) shall meet the following minimum requirements:

- 10.1 * The Contractor(s) shall, at a minimum own or operate a landfill permitted to accept the City's waste listed under this solicitation, and/or have and maintain the proper agreements and permits with a landfill to deliver all materials to a qualified, landfill that can successfully process all the requirements necessary to fulfill this contract, per City approval. *
- 10.2 The Contractor(s) warrants that it is fully qualified to adequately perform all services described in these specifications and that it understands the currently known hazards and risks presented to persons, property and the environment in the transportation, storage, and disposal of the waste materials described herein. The Contractor(s) warrants that it understands the scope of all applicable regulations to properly transport, process, store and dispose of such materials in full compliance with all laws, governmental regulations and orders, and in full compliance with all terms and conditions specified in permits currently held by Contractor(s), as applicable to providing the services described in these Specifications.
- 10.3 Contractor(s) warrants that 1) all disposal facilities, transporters, and handlers are properly licensed and permitted, 2) employees, subcontractors, (and employees of subcontractors) are properly trained to perform the various tasks which may be required pursuant to this contract, and 3) all wastes or materials shall be handled, transported, stored, and disposed of in accordance with all applicable federal, state, local statutes, laws, regulations, rules or ordinances.
- 10.4 The Contractor(s) shall not have had any significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain performance requirements, or outstanding financial obligations to the City.
- 10.5 The Contractor(s) shall have provided services similar in scope to the services required in these specifications on a continual basis over a minimum of three years. The Contractor(s) shall provide detailed relevant company experience with the submitted proposal, including the year, the name of the customer, company or agency for whom prior and current services have been and/or are performed, contact person, title, present address, phone number, and brief description of the project and services provided.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

- 10.6 The Contractor(s) shall provide a minimum of five (5) customer references with its submitted proposal along with evidence of satisfactory performance of similar projects as detailed in these specifications. Each customer reference must verify that the Contractor(s) performed the work satisfactorily. The Contractor(s) shall provide the name of the company, business location, telephone and address of business, areas serviced by Contractor(s) and length of time services provided.
- 10.7 The Contractor(s) shall provide historical data with its submitted proposal indicating compliance with all regulatory requirements for the last ten (10) years. The Contractor(s) shall annually report compliance with all requirements and/or any deficiencies post award.

11.0 OTHER RESPONSIBILITIES AND REQUIREMENTS

- 11.1 The City reserves the right to increase or decrease the location, type, quantity, size, and collection frequency of containers, compactors, and balers needed for any and/or all services to be provided. Such modifications shall only be submitted through the City's designated Contract Manager(s) or the City's designee, and shall be priced according to the prices listed on the submitted Bid Sheet. This provision allows for significant expansion of this contract.
- 11.2 The City shall have sole discretion in selecting the specific electronic communication method(s) (e.g. fax, email, telephone) that shall be utilized.
- 11.3 The Contractor(s) shall provide the City with cellular phone numbers where a responsible party can be reached at all times. The Contractor(s) shall respond to all requests and/or complaints forwarded by the City within two (2) hours of notification by the City. The Contractor(s) shall keep the City informed of any operational or employee changes that may affect the services, and/or that may require the City to make adjustments to daily contract administration duties or performance compliance. The Contractor(s) shall notify the City within one (1) business day of such changes taking place.
- 11.4 The City will work with the Contractor(s) to identify suitable locations and electrical connections for compactors and balers.
- 11.5 Class 2 Non-Hazardous Waste Materials - The Contractor(s) shall equip their collection trucks with scales or other equipment necessary to implement a weighing system or method that will accurately capture and record actual weights for Class 2 material collected at each location every time a collection is made. The Contractor(s) shall supply the necessary staff, including administrative support, to collect, analyze and transmit collected data to the City on a monthly basis or as prescribed per the individual services and as directed by the City.
- 11.6 It is recommended that the Contractor(s)' collection vehicles used for these services be equipped with ambient noise back-up alarms, GPS locating units, proper pack idle compaction systems, engine idle time limiters, larger than industry standard brake linings, synthetic or semi-synthetic fluids, and digital cameras so that upon a specific request from the City, collection personnel can record collection at a particular location.
- 11.7 Separate collection and recycling of scrap wood shall be maintained. The Contractor(s) shall respond on the bid sheet and summarize briefly how scrap wood would be recycled. Scrap wood includes wood from pallets, crates, and construction debris. Weathered poles or other treated lumber are not considered scrap wood. The Contractor(s) may include recycle options for other waste streams on the bid sheet such as weathered poles and should specify process and weight unit cost (e.g. cost per ton).

12.0 APPLICABLE PERMITS, LICENSES, LAWS AND REGULATIONS COMPLIANCE

The Contractor(s), including any employees, subcontractors, consultants and/or facilities utilized,

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

shall obtain and maintain all required permits and licenses to perform all services described herein. All services and equipment provided in relationship to this contract, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations for these services as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, TCEQ, Subtitle D of the Resource Conservation and Recovery Act, Federal Regulations 40 CFR, Part 258, and any other current or future federal, state, or local governmental provisions prevailing during the full term of this agreement and all extensions exercised.

- 12.1 This section is applicable to the entire contract; therefore, if any regulatory obligations are not specifically defined in another section, all compliance requirements above are applicable to all contract requirements herein.
- 12.2 The City reserves the right to inspect all facilities used for the performance of this contract to ensure all standards are met. The Contractor(s) shall support how it meets and exceeds all requirements as stated herein.
- 12.3 Contract shall notify the City in writing of all violations or notices of non-compliance of operating permits that occur with the Contractor(s), subcontractors, consultants, and facilities while performing all duties under this contract.

13.0 INVOICE SUBMITTAL (See Supplemental Purchasing Terms Section 0400)

- 13.1 The Contractor(s) shall submit a monthly invoice to the appropriate department(s) on or before the tenth (10th) day of each calendar month that details the charges billed for that department under the contract for the previous calendar month. *See additional section requirements for Class 2 waste.* All information for recycled materials shall be listed separately and all revenues shall be itemized and payment submitted separately for recyclables, unless the City agrees to deduct revenues from monthly charges if they are greater. Invoices shall be emailed electronically to the City department's accounts payable email address provided to the Contractor(s).
- 13.2 The Contractor's monthly invoice shall at a minimum list the following information for each City department, facility and each special event/festival served:
 - 13.2.1 The quantity of items or services billed by container type, container size, collection frequency, monthly rental charges (for on-call equipment), number of on-call collections, number of unscheduled collections, number of cleanings, and all other actions and services provided and taken.
 - 13.2.2 Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the new or changed service. The method(s) used by the Contractor(s) to calculate prorated charges must be explained and is subject to the approval of the City's Contract Manager.
- 13.5 The Contractor(s) shall record and provide the City with detailed information about the amount of trash, recycling, brush, compost and Class 2 categories collected per department and per address in pounds collected over the invoice time-frame. The Contractor shall also provide an Excel spreadsheet of this information, department, type of waste/recyclable materials, sortable by service address, at least annually, for the previous 12 months, on or before Sept. 30th.
- 13.6 The Contractor(s) shall maintain documentation that verifies the quantities and types of waste and recyclable materials transported, stored, treated, processed and/or disposed of under this contract. The documentation shall be adequate to protect both the City and the Contractor(s) according to all applicable laws and regulations and to document that all waste materials have been transported, treated and disposed of properly.

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

14.0 TERM OF CONTRACT

The contract terms shall be for three (3) years, with three (3) - 1 (one) year extensions to be exercised solely at the City's election and available funding. The contract is dependent upon continued funding and support by Council.

Contractor must guarantee adequate disposal, recycling, and composting facility capacity for duration of this contract.

15.0 WASTE PREVENTION, ENVIRONMENTAL EFFORTS AND AUDITS

- 15.1 Contractor to provide quarterly reports that support all efforts made to reduce waste, improve the environment, assist the community to improve the quality of life and reduce waste and protect and preserve the natural resources.
- 15.2 The Contractor(s) shall support how it manages all waste, how it identifies waste and methods implemented to prevent waste that can be recycled from going to the landfills. This information can be incorporated into the monthly diversion rates provided.
- 15.4 The City shall have the right to 1) inspect any disposal and recycle facility and obtain copies of written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor(s) or subcontractors which are applicable to the performance of this contract at the City's expense; 2) inspect and test, at its own expense, transportation vehicles or vessels, and containers provided by the Contractor(s); and 3) inspect the handling, loading, transportation, storage, or disposal operations conducted by the Contractor(s) in the performance of this Contract. The right of inspection and the exercise thereof shall not relieve the Contractor(s) of its obligation to indemnify the City. These inspections may be conducted prior and throughout the contract life.

16.0 OCCUPATIONAL HEALTH AND SAFETY ACT REQUIREMENTS

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

17.0 DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The Contractor(s) shall provide transportation personnel who are trained with Department of Transportation ("DOT") Hazardous Materials Regulation 49 CFR 100-199. The transportation of non-hazardous industrial solid waste shall be performed by a licensed, insured, and permitted transporter. The containment mechanism and all containers used to transport the waste shall comply with DOT regulation as well as with hazardous transportation rules in 40 CFR 263. All monetary penalties associated with non-compliance with DOT regulations shall be the responsibility of the Contractor(s).

18.0 AIR QUALITY REQUIREMENTS

- 18.1 The Contractor(s) shall not conduct any activities that could impair visibility on any public roadway or otherwise impair traffic conditions.
- 18.2 The Contractor(s) shall not operate in any manner that could cause a nuisance condition from odors, particulates, or noise.
- 18.3 No debris or surplus materials may be disposed of by open burning. This does not preclude the Contractor(s) from disposing at an appropriately authorized and permitted disposal facility which may include incineration as part of the waste treatment process if approved by the City.

19.0 PROTECTION OF WATER RESOURCES

**CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK FOR
NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH,
COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE,
AND EMERGENCY COLLECTION ASSISTANCE**

No water courses shall be polluted by any debris, including petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumen, and trash. The Contractor(s) shall not release any pollutant (as defined in Texas Water Code 26.001(3)) into water courses without appropriate permits, licenses, or authorization. It is the responsibility of the Contractor(s) to insure compliance with any applicable Federal, State or local water quality standards and conditions of any permits held by the City. Any such water pollution caused by the Contractor(s) or occurring as a result of the Contractor(s) activities shall be cleaned up according to applicable regulations and ordinances at no cost to the City.

20.0 CONTRACT ADMINISTRATION

This contract may be administered by individual major department Contract Managers. Different departments will be responsible to request services for their particular department, and the Contractor(s) will invoice each department separately. However, Austin Resource Recovery Department ("ARR") will review and monitor materials and portions that are relevant to all departments for accuracy of invoicing and payments by the department's finance division.

ARR will have primary responsibility for the performance of the contract. Upon execution, the Contractor(s) will be provided with the point of contact for each department that elects to act independently with their services and invoicing, as well as the name of the ARR Contract Manager. The ARR Contract Manager will serve as the primary point of contact between the departments and the Contractor(s) if there is a dispute or issue. The City will notify the Contractor(s) in writing in the event there is any change in contract administration responsibilities. Each City department may elect to have a Contract Manager to oversee that departments collections services; however, smaller departments may utilize the ARR Contract Manager for billing and services.

21.0 ANNUAL ADJUSTMENT OF UNIT PRICES AND REVENUES

Unit Prices as bid shall remain firm for the initial 1-year term of this contract. On the effective date of the second and third 1-year terms, the Unit Prices on this contract may be increased or decreased by the same percentage, if any, as accrued during the designated 12-month period, per the Consumer Price Index -All Urban Consumers, South Region, All items included.

A request for a Unit Price increase must be submitted by the Contractor(s) in writing to the City Purchasing Officer or designee(s) per department at least ninety (90) days prior to the expiration date of each 1-year term, including exercised option periods. All supporting documentation and calculations must be submitted with the request. Unit Price increases shall become effective only if approved in writing by the City Purchasing Officer or designee. (For the purposes of calculating an adjustment, the base rate for the adjustment shall be the Unit Price in effect on the contract implementation date in the calendar year proceeding the year the adjustment is made.)

At the designated 12-month period the Contractor(s) may submit a request for an increase in the Consumer Price Index Unit Prices. The Contractor(s) shall reference the most recent month for which the index (as identified above) has been released by the U.S. Dept. of Labor, Bureau of Labor Statistics, and shall calculate the percent increase, if any, as accrued for the previous 12 months. However, the aggregate adjustment in the Unit Prices for any 1-year term shall not exceed five percent (5%) of the Unit Prices in effect during the previous 1-year term. Adjustments to Unit Prices shall be made only in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered in making adjustments.

In the event the indexes named in this section are discontinued, the successor indexes shall replace them. The successor indexes shall be those indexes that are most closely equivalent to the discontinued indexes as recommended by the U.S. Dept. of Labor, Bureau of Labor Statistics.

**ELECTRIC UTILITY COMMISSION
RESOLUTION NO. _____**

WHEREAS, the 11/14/16 EUC agenda Item #8 seeks a recommendation from the EUC to authorize negotiation and execution of a contract with Republic Services to ostensibly provide “citywide refuse, recycling, organics and special waste collections for City facilities”; and

WHEREAS, a comparison of the scope of work for the existing contract for “Refuse and Recycling Collection Services for City Departments” with the Request For Proposal Scope of Work under consideration for the proposed contract for “Citywide Dumpster Collection Services” and “Non-Residential Collection Services For Refuse, Recycling, Brush, Compostable Materials, Special Events, Class 2 Special Non-Hazardous Waste, and Emergency Collection Assistance” and reveals a significant expansion of services involving Austin Energy’s Class 2 Non-Hazardous Special Waste; the Austin Airport waste and recyclables; the Convention Center waste and recyclables; container sizes for the Central Business District contract waste and recyclables, as well as for other commercial accounts waste, compostables and recyclables; Emergency Storm Clean Up; City Co-Sponsored Events; City Special Events and Festivals; and Non-Residential Refuse, Recycling, Brush and Compostable Materials; and

WHEREAS, the RFP reveals, and City staff has stated that the proposed Citywide Dumpster Collection Services contract can be used to compete with licensed private service providers for special events, festivals and commercial properties; and

WHEREAS, in December 2014 City Council adopted revisions to City Code clarifying that commercial solid waste, recycling and organics collection services are reserved for competition among licensed private service providers and prohibiting the City from competing for commercial business; and

WHEREAS, in December 2015 City Council unanimously rejected City staff’s request to extend a contract with Republic Services for management of Austin Energy’s Class 2 Non-Hazardous Special Waste due to Republic Services’ planned utilization of the Waste Management Austin Community Landfill (WMI-ACL) and the lack of landfill diversion requirements or goals; and

WHEREAS, City Council has disqualified the WMI-ACL from consideration for disposal contracts due to potential environmental liability concerning extensive amounts of hazardous material contained in the landfill; and

WHEREAS, City staff is now requesting the approval to negotiate and execute a contract for the same Austin Energy waste materials with the same contractor likely utilizing the WMI-ACL; and

WHEREAS, City staff has chosen not to disclose any relevant specific details concerning the Republic Services RFP response related to questions from Council-appointed Commissioners and stakeholders and regarding the proposed contract with the recommended contractor, Republic Services; and

WHEREAS, the significant expansion of the current contract for Refuse and Recycling Collection Services for City Departments would result in an increase of approved City expenditures from \$6,045,540 to \$16,995,000 over the same time period; and

WHEREAS, City Council has given staff no direction to expand the existing contract for City departments to include competitive dumpster services with private haulers and processors; **NOW THEREFORE**,

BE IT RESOLVED BY THE ELECTIC UTILITY COMMISSION OF THE CITY OF AUSTIN:

That the City Council is urged to oppose staff's recommendation to negotiate and execute this contract with Republic Services and to direct City staff to terminate the RFP for Citywide Dumpster Collection Services, and to expediently issue one solicitation without an Anti-Lobbying Ordinance restriction that is limited to collection of solid waste, recycling and organics generated by the City at City-owned facilities; and

BE IT FURTHER RESOLVED, that the City Council is urged to direct City staff to only issue such a solicitation which is consistent with policies established by City Council; and

BE IT FURTHER RESOLVED, that the City Council is urged to direct City staff to make the full proposed contract available for public review, with sufficient time to respond, prior to making requests for a recommendation for approval from Commissions and Council.

RESOLUTION ADOPTED DATE: _____

RECORD OF COMMISSION VOTE: _____

ATTEST: _____