



TEXAS DISPOSAL SYSTEMS

TEXAS DISPOSAL SYSTEMS, INC. TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

P.O. Box 17126
Austin, TX 78760-7126
512.421.1300
www.texasdisposal.com

December 6, 2016

Office of the Attorney General
Open Records Division
P.O. Box 12548
Austin, Texas 78711-2548

FIRST CLASS MAIL

RE: Open Records Request of the City of Austin from Mr. Ryan Hobbs of Texas Disposal Systems, Inc. ("TDS"), dated November 14, 2016, regarding RFP information submitted by Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation ("Simple Recycling")

Dear Attorney General Paxton:

I represent Texas Disposal Systems, Inc. ("TDS"). On November 30, 2016, TDS received a copy of letter the City of Austin (City) sent your office, indicating that "The City believes that the requested information may be excepted from disclosure under Texas Government Code Section 552.110.... While the City takes no position regarding the applicability of that section to the information at issue, the affected company [Simple Recycling] that submitted the information to the City considers the information confidential and proprietary...."

TDS believes that all information in responses to requests for proposal (RFPs) are generally available to the public under the Texas Public Information Act – once the contract has been entered into that resulted from the RFP – unless Chapter 552 of the Government Code *specifically* excepts the information from disclosure. In this case, the RFP has been awarded by the City, and the City has begun doing business with the winning bidder Great Lakes Recycling, Inc. d/b/a Simple Recycling.

As of the date of this letter, no party has submitted any material to your office to establish that the requested information is subject to any Public Information Act exemptions. The City takes no position on the issue, and Simple Recycling has not attempted to prove any exemption to disclosure.

When a governmental entity states that requested information may be subject to exemption but takes no position on the issue, your office "will issue a decision based on a review of the information at issue and on any other information provided to this office by the [governmental body] or third parties." ORD-652 at 2 (1997).

Although Simple Recycling apparently has marked as “confidential” the first 13 pages of its response to the City’s RFP, there is no evidence to support any exemption from disclosure under the Public Information Act. Assuming Simple Recycling claims a trade secret privilege, it must support any such claim with *evidence* sufficient to meet the substantial burden of proving the elements of trade secret. *See, e.g.*, ORD-552 at 2-3 (1990) (listing the factors for determination of trade secrets, citing *Hyde Corp. v. Huffines*, 314 S.W.2d 763, 776 (Tex. 1958) and the Restatement of Torts § 757). There is no such evidence here.

None of the information likely to be in the requested RFP response is likely to contain any material that has been held to be subject to PIA disclosure exemptions under a trade secrets claim. *See, e.g.*, Tex. Atty. Gen. OR2006-15072 (client list); Tex. Atty. Gen. OR2003-2660 (client list); Tex. Atty. Gen. OR2007-14242 (financial statements); Tex. Atty. Gen. OR2003-2445 (financial statements); Tex. Atty. Gen. OR2002-3928 (release of budgets, subcontracting costs, financial statements, discussion of business activities, and expenses would cause substantial competitive harm).

Attached hereto as Exhibit 2 is a copy of the City’s package soliciting RFP responses. TDS has highlighted the portions that describe the content required in the responses. None of these requirements mandate the disclosure of information subject to a legitimate trade secret claim:

Executive Summary: Simply a summation of the proposal.

City of Austin Purchasing Documents: These are basic City of Austin forms requiring certain technical information.

Authorized Negotiator: This requires the identification of a point person for negotiations related to the RFP.

Company Organization/History: Requires only basic information about the company.

Equipment: Requires simple description of the equipment that will be used to fulfill the contract.

Collection/Sorting Methods: Requires description of the plan to accomplish the work.

Prior Experience: A simple description of relevant experience.

Personnel: Names and qualifications of professional personnel.

Cost and Revenue Proposal: General description of cost and revenue calculations.

Local Presence and Community Impact: Simple description of local presence.

Proposal Acceptance Period: No information required; simply states the period for which proposals are valid.

These items all involve proposed services to a public entity; they are of high and legitimate public interest and do not implicate any protectable trade secrets. Further, the RFP response becomes part of the contract for the successful bidder. Contracts with public entities are presumptively public. Tex. Gov't Code § 552.022(3).

For the above reasons, TDS requests that the Attorney General determine that the City must produce the RFP information submitted by Simple Recycling in its entirety, since such information has not been demonstrated to be specifically excepted from the Public Information Act.

Sincerely yours,

By:



Russell G. Parish
Senior Legal Counsel

cc: Micah King, City of Austin Law Dept.

Enclosures:

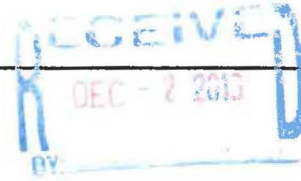
Exhibit 1 Letter from the City of Austin Law Department dated November 30, 2016

Exhibit 2 City of Austin RFP material



City of Austin Law Department

City Hall, 301 West 2nd Street, P.O. Box 1088
Austin, Texas 78767-1088



Writer's Direct Line
(512) 974-3204

Writer's Fax Line
(512) 974-1311

November 30, 2016

VIA FIRST CLASS MAIL

The Honorable Ken Paxton
Attorney General of Texas
Open Records Division
MC-014
P.O. Box 12548
Austin, Texas 78711-2548

Re: Open Records Request from Mr. Ryan Hobbs dated November 14, 2016

Dear Attorney General Paxton:

This City of Austin (City) received a Public Information Act request from Mr. Ryan Hobbs on November 14, 2016. The City sought clarification regarding the scope of the request, and the requestor responded to the City on November 21, 2016. The City's Law Department was closed for the Thanksgiving holiday on November 24 and 25. Thus, today is the fifth business day since the requestor's clarification letter.

The City believes that the requested information may be excepted from disclosure under Texas Government Code Section 552.110. While the City takes no position regarding the applicability of that section to the information at issue, the affected company that submitted information to the City considers the information confidential and proprietary. Accordingly, the City is sending notice to the affected company as provided by Texas Government Code Section 552.305, so that they may submit to your office any reasons to except the information from release. Enclosed, you will find copies of the request and of the records at issue.

By copy of this letter, the City is notifying the requestor that the City wishes to withhold some of the requested information and has asked for a decision from the Texas Attorney General about whether there is an exception from the information's disclosure.

If you have any questions concerning this matter, please feel free to contact me at (512) 974-3204.

Letter to Attorney General Paxton

November 30, 2016

Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read "M. King".

Micah King
Assistant City Attorney

Enclosure

cc: (without enclosures)

Ryan Hobbs
Texas Disposal Systems
PO Box 17126
Austin, TX 78760

cc: (with enclosures)

Adam Winfield
Great Lakes Recycling
d/b/a Simple Recycling
5424 Naiman Pkwy.
Solon, OH 44139

King, Micah

From: Ryan Hobbs <rhobbs@texasdisposal.com>
Sent: Monday, November 21, 2016 11:55 AM
To: Hollanders, Stephanie
Cc: Williams, Sam; Russell Parish
Subject: RE: Public Information request (#30732) - Simple Recycling

RECEIVED
DEC - 2 2016

Please seek an opinion from the AG.

Ryan

From: Hollanders, Stephanie [mailto:Stephanie.Hollanders@austintexas.gov]
Sent: Monday, November 21, 2016 9:24 AM
To: Ryan Hobbs <rhobbs@texasdisposal.com>
Cc: Williams, Sam <Sam.Williams@austintexas.gov>
Subject: RE: Public Information request (#30732) - Simple Recycling

Good morning Ryan –

Sorry for the delay. Okay, on the Simple Recycling proposal that is attached to the contract, pages 1-13 were redacted because they were marked as proprietary. The Green City Recycler proposal is complete – no redactions were made. In their table of contents, the page numbers are slightly different than they have them marked on the actual pages, but the sections and forms match up.

Please let me know if you would like us to start the Attorney General process to request the proprietary docs in the Simple Recycling proposal.

Thanks,
Stephanie

From: Ryan Hobbs [mailto:rhobbs@texasdisposal.com]
Sent: Friday, November 18, 2016 1:05 PM
To: Hollanders, Stephanie <Stephanie.Hollanders@austintexas.gov>
Cc: Williams, Sam <Sam.Williams@austintexas.gov>
Subject: RE: Public Information request (#30732) - Simple Recycling

Hello Stephanie,
Circling back on this – do you have the complete RFP responses yet?
Thanks,
Ryan

From: Hollanders, Stephanie [mailto:Stephanie.Hollanders@austintexas.gov]
Sent: Thursday, November 17, 2016 10:42 AM
To: Ryan Hobbs <rhobbs@texasdisposal.com>
Cc: Williams, Sam <Sam.Williams@austintexas.gov>
Subject: RE: Public Information request (#30732) - Simple Recycling

Ok, I will follow-up. It could be some proprietary information that was redacted, but I will definitely get back to you shortly and let you know the status.

Thanks!
Stephanie

From: Ryan Hobbs [<mailto:rhobbs@texasdisposal.com>]
Sent: Thursday, November 17, 2016 10:31 AM
To: Hollanders, Stephanie <Stephanie.Hollanders@austintexas.gov>
Cc: Williams, Sam <Sam.Williams@austintexas.gov>
Subject: RE: Public Information request (#30732) - Simple Recycling

Stephanie,
Good morning. I've gone through the documents you provided on Tuesday. Both RFP responses are incomplete. Please provide the complete RFP response for Green City Recycler and Great Lakes Recycling dba Simple Recycling.
Thanks,
Ryan

From: Hollanders, Stephanie [<mailto:Stephanie.Hollanders@austintexas.gov>]
Sent: Thursday, November 17, 2016 10:00 AM
To: Ryan Hobbs <rhobbs@texasdisposal.com>
Cc: Williams, Sam <Sam.Williams@austintexas.gov>
Subject: RE: Public Information request (#30732) - Simple Recycling

Hi Ryan,

On the Simple Recycling response or the Green City Recycler response? I will follow-up with the buyer.....

Thanks!
Stephanie

From: Ryan Hobbs [<mailto:rhobbs@texasdisposal.com>]
Sent: Wednesday, November 16, 2016 1:38 PM
To: Hollanders, Stephanie <Stephanie.Hollanders@austintexas.gov>
Cc: Williams, Sam <Sam.Williams@austintexas.gov>
Subject: RE: Public Information request (#30732) - Simple Recycling

Ms. Hollanders,
I appears at least the cover page, and perhaps more than that, of the contractor's RFP response is not included with your attachment. Please send me a copy of the contractor's full RFP response.
Thanks,
Ryan

From: Hollanders, Stephanie [<mailto:Stephanie.Hollanders@austintexas.gov>]
Sent: Tuesday, November 15, 2016 3:08 PM
To: Ryan Hobbs <rhobbs@texasdisposal.com>
Cc: Williams, Sam <Sam.Williams@austintexas.gov>
Subject: Public Information request (#30732) - Simple Recycling

PIR 30732
RESPONSE

Good Afternoon Mr. Hobbs,

Thank you for contacting the City of Austin Central Purchasing Department. I am writing in response your public information request received by our office on November 14, 2016. Attached you will find the contract information responsive to your request.

Thank you for your interest in the City of Austin. Please don't hesitate to contact me if you have any questions.

Sincerely,

Stephanie Hollanders
Administrative Specialist
City of Austin Central Purchasing
124 W. 8th Street, Suite 310
Austin, Texas 78701
Phone: (512) 974-2023
Email: Stephanie.Hollanders@austintexas.gov

Manager:
Sam Williams, Administrative Supervisor
512-974-2203


 Please consider the environment before printing this email

EXHIBIT 2



CITY OF AUSTIN, TEXAS **Purchasing Office** **REQUEST FOR PROPOSAL (RFP)** **OFFER SHEET**

SOLICITATION NO: RFP 1500 SLW0511

DATE ISSUED: April 4, 2016

COMMODITY/SERVICE DESCRIPTION: Curbside Textile Recycling Services

REQUISITION NO.: RQM 1500 16020100232

COMMODITY CODE: 96270

PRE-PROPOSAL CONFERENCE TIME AND DATE: Thursday, April 25, 2016 at 10:30 AM

LOCATION: Municipal Building, 124 W. 8th Street
Room 335.5, Austin, TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Sandy Wirtanen
Senior Buyer

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

Marian Moore
Buyer II

Phone: (512) 974-2062

E-Mail: marian.moore@austintexas.gov

PROPOSAL DUE PRIOR TO: Thursday, May 5, 2016 at 2:00 PM

PROPOSAL CLOSING TIME AND DATE: Thursday, May 5, 2016 at 2:00 PM

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

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SLW0511	Purchasing Office-Response Enclosed for Solicitation # SLW0511
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	4
0510	EXCEPTIONS CHECKLIST	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0600B	COST PROPOSAL	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

https://www.austintexas.gov/financeonline/vendor_connection/index.cfm

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than one week prior to the Solicitation Due Date. Requests can be emailed to sandy.wirtanen@austintexas.gov or sent via fax to 512-974-2388.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers may be considered.

3. **INSURANCE:** Insurance does not apply to this solicitation.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Resource Department (ARR)
Attn:	Accounts Payable
Email Address:	ARR.AP@austintexas.gov

B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of

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

processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

C. Invoice and Administration Requirements:

- i. Where services are provided on site, upon completion of Services and prior to leaving the site, Contractor shall provide a detailed record of all Services performed, including steps taken to complete Services, including delivery receipts, all authorized parts to be and/or replaced, an inventory of all authorized parts installed and/or to be ordered and details of all labor (hours from start to completion times) to authorized City personnel.
- ii. Submitted invoices shall be sent to the Contract Manager and/or designated City staff, as well as ARR, Accounts Payable, via email. It is preferred that all paperwork shall be in typed/data entry, computer generated format, and include supportive documentation and records to substantiate charges; however, where this is not possible, all invoices must be neatly printed and easily legible.
- iii. Flat-fee rates shall include a breakdown of all related costs, i.e. trip fee and fuel costs; therefore, no additional line item charges shall be authorized beyond the accepted flat-fee "service call" rates as provided in the bid proposal.
- iv. If performance is unacceptable, the Contractor shall be required to correct all problem areas within (3) three business days of notification and payment shall be delayed until work is remedied. Where unsatisfactory performance is not remedied within (3) three business days, the City reserves the right to hire another Contractor to correct unacceptable performance at the expense of the Contractor, unless otherwise agreed to in writing.
- v. Payments to the Contractor shall be withheld until all work at the site is deemed acceptable or good approved by the Contract Manager.
- vi. Acceptance of all work performed under the executed contract shall be at the sole discretion of the Austin Resource Recovery Contract Manager and/or designated personnel, and as monitored by the ARR Purchasing division.
- vii. All weight tickets must be computer generated, where possible.
- viii. Invoices shall be computer-generated and include the following:

Breakdown and detailed information of all services, labor, and parts provided
Itemized costs, description, and explanation of necessity for each part
Breakdown of flat-service-fee rate and associated labor hours
The time work began and was completed
Breakdown of any other authorized and contractual agreed costs

7. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

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

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

- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

8. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

9. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract.

Elizabeth Corey

Elizabeth.corey@austintexas.gov

512-974-4304

**CITY OF AUSTIN
SCOPE OF WORK FOR
CURBSIDE TEXTILE RECYCLING PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0511**

1. **Purpose**

The City of Austin ("City") seeks proposals to provide for the development and implementation of an all-encompassing curbside soft textile recyclables collection services program that will not compete with charitable clothing donation centers.

2. **Background**

The City has a Zero Waste goal initiative and seeks methods to continue to reduce materials that end up in landfills. The average American throws away 68 pounds of clothing and textiles per year. Even though many cities have textile reuse and recycling programs, currently about 85% of textile materials go directly to landfills and make up approximately 5.2% of waste in landfills. Unfortunately, less than 15% of textiles are donated for reuse in the United States. Diverting textiles will reduce materials in landfills and provide textiles for reusable materials.

Austin Resource Recovery seeks a Contractor to provide a curbside textile recycling program that will not compete with charitable clothing donation centers. The City promotes to its customer base to recycle and reuse where possible; therefore, this program is to be an alternative to the last resort before the materials would go to the landfill.

The City currently provides services for approximately 191,770 recycling customers. This is an estimate and is subject to change without notification. The City does not provide any guarantee of customer collections or volume of materials to be collected.

3. **Contractor Requirements**

Contractor shall be solely responsible to provide the following:

- A. All containers or bags for the collections of all textiles at no expense or requirements to the City and/or Austin residents. All bags/containers must meet the strength needs to carry clothing to the curb by residents without breakage. Bags and containers utilized in this collection service must be pre-approved by City staff prior to distribution and use.
- B. Contractor shall solely be responsible to ensure a sufficient inventory of containers/bags are available for continued collections.
- C. This is a new program; therefore, no estimated quantities are provided or guaranteed.
- D. Contractor shall pay the proposed price for recycled textiles to the City on or before the 15th day of the following month of collections. All revenue payments to the City shall be supported by weight tickets that includes accurate weights, dates and detailed descriptions of the materials collected, which may include non-textile matter.

NOTE: This is a revenue contract and the City will not encounter any expenditures related to this contract. All costs, risks and liability associated to this program and contract, as defined herein, are the sole responsibility of the Contractor other than those specifically allowed and agreed to by the City in the Cost Proposal, Section 0600B.

- E. On or before the 15th of the following month of collections, Contractor shall provide a monthly report to the City detailing tonnage collected, number of residences textile materials were collected from, route mileage, and contamination weights and items.
- F. Contractor shall be responsible for all vehicles, trailers, containers, equipment, manpower and supervision necessary in accordance with all Federal, State, and local laws and regulations to fulfill all obligations under this contract. Contractor is presumed to fully know all statutory requirements, and is solely liable for any failure to comply.
- G. Contractor shall ensure all vehicles are operated in such a manner as to prevent materials from being blown out or falling out of the vehicle. Contractor and its employees shall stop immediately

**CITY OF AUSTIN
SCOPE OF WORK FOR
CURBSIDE TEXTILE RECYCLING PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0511**

and safely collect items that have been separated from the vehicles. Contractor shall be solely responsible and liable for any items that become separated from secured vehicles and any damages that occur as a result thereof.

- H. Contractor shall collect, grade, sort, bale, recycle, and properly dispose of waste and sell all marketable textiles collected through the program to secondary markets for repurposing, resale and/or reuse.
- I. Contractor shall maintain a properly permitted collection facility for the sorting, baling, collection and marketing of the textile materials. The City reserves the right to inspect the facility and perform an audit with notice and as deemed necessary by the City. Where recommendations are made by the City, Contractor and the City shall mutually agree upon necessary methods to satisfy all recommendations.
- J. Contractor shall be solely responsible for properly recycling and or disposal of any and all contamination, foreign/non-textile matter and/or materials that are placed in the Contractor's bags/containers. The City will not be responsible for contamination placed in Contractor's containers. Payments to the City shall be based upon weight of containers as collected including and prior to any non-textile matter being removed.
- K. Contractor shall provide the location(s) used for disposal of contaminants. The contamination disposal site must be approved by the City, as well as a properly licensed authorized disposal site. The site must be in compliance with all federal, state and local environmental requirements.
- L. Contractor must provide documentation [e.g. contract or authorization] to support that it has established relationships with suitable secondary markets for the resale of the textile materials.
- M. Contractor shall provide a description of all types of items that will be accepted in the curbside program; however, at a minimum the following soft recyclable textile items must be accepted:
 - Stuffed toys, pillows, clothing, denim, shoes, sweaters, coats, fabric hats, curtains, wool materials, all items made of fabric and scraps, textile rugs, blankets, bedding, towels, upholstery, yarns, and other fabric/textile materials and accessories.
- Note:** Additional materials may be added subject to mutual agreement of the parties.
- N. Contractor shall be responsible for all the expenditures and requirements for the marketing and sale of all curbside collected "soft textile recycling" materials from the program, subject to City approval.
- O. Contractor shall be solely responsible for the collection, transportation, recycling, storage and processing of the materials, and processing and disposal of all contaminants.
- P. Contractor shall provide the location(s) used for disposal of contaminants. The contamination disposal site must be approved by the City, as well as a properly licensed authorized disposal site. The site must be in compliance with all federal, state and local environmental requirements.
- Q. Contractor shall provide a collection container for customers to drop-off materials at the Austin Recourse Recovery Center, located at 2514 Business Center Drive, Austin, Texas. The container shall be clearly labeled with instructions and a list of acceptable items. Collections shall be made on a weekly basis by Contractor with the exact schedule to be determined and agreed upon by Contractor and the City. The collection schedule will be subject to change by the City based upon the volume of materials being dropped-off. The City may also require additional collection containers at other locations as well as modifications to the pickup schedule(s).
- R. Contractor shall ensure all staff and persons making collections are properly wearing protective safety clothing.
- S. Contractor shall comply with all Occupational Safety and Health Administration and applicable safety rules and regulations and shall be solely liable for any failure to do so.

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SCOPE OF WORK FOR
CURBSIDE TEXTILE RECYCLING PROGRAM
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- T. Contractor shall maintain and adequately staff either a local or toll-free telephone number where complaints from service recipients shall be received, recorded and handled to the best of Contractor's abilities between the hours of 9:00 AM and 4:30 PM, Monday through Friday excluding City holidays. Contractor shall maintain a record of all calls and provide that record to the City on a monthly basis without prior notification.
 - U. All customer calls and complaints that are reported to 311 will be forwarded to Contractor's telephone for handling. Contractor shall provide the City with a full monthly report of all complaints, comments and concerns and how they were resolved. The continuation of the program will be subject to the review and determination of the City based upon the reports. The City will also record the number of calls that come into the 311 call center relating to the performance of this contract.
 - V. Contractor shall properly train all employees and subcontractors to communicate respectfully with City customers in all media forms including telephone, in person, on routes and in promotion of the collection program. When complaints against Contractor are lodged, the City reserves the right to determine actions to be taken against Contractor.
 - W. Contractor shall be available and participate in at least 2 (two) City directed promotion and education events/efforts through each year of the contract. More events may be requested by the City.
 - X. The City will not guarantee any customer participation, volume of collections, or placement of collection containers. The number of collection customers is subject to change without notification.
4. **Curbside Collections**
- A. Contractor shall follow and collect its containers/bags to coincide with the City's residential recycling collection schedule and coordinate with the City's Contract Manager for specific times and dates for collections. Contractor shall provide a detailed schedule to the City's Contractor Manager prior to the commencement of the collections and the schedule is subject to approval by the City. Schedule and routing are subject to change as the City deems appropriate.
 - B. The City will inform customers to place the bags/containers at the curbside a few feet from the recyclable carts; however, the City will not guarantee containers will be in exact/specific locations each week.
 - C. Contractor to provide a collection container for materials dropped off at the Recourse Recovery Center, located at 2514 Business Center Drive, Austin, Texas within 5 business day of execution of this contract.
 - 1. The collection container shall be clearly labeled, with instructions and a list of acceptable items.
 - 2. Collections shall be made on a weekly basis, to be determined and agreed upon by Contractor and the City. Collection schedule is subject to change based upon the volume of materials being dropped-off. The City may also request additional drop-off containers at other locations.
5. **Community Impact** – With its proposal, Contractor shall provide how it will consider public impact on all areas of performance of this program. Contractor shall provide an annual report to the City describing its efforts and the resulting impact on the community and citizens of the Austin area from this program as well as the annual diversion rate per ton for materials diverted from the landfills resulting from this program.
6. **Publications**
- Contractor shall be solely responsible for development, production and distribution of promotional materials related to the service, such as media buys, media interviews, handouts, direct mail and outreach, subject to approval by the City. The City shall approve all public information, promotional materials and promotional activities to inform service recipients of this program.

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7. **Payment schedule** - All revenue payments must be supported by weight tickets that includes accurate weights, dates and detailed descriptions of the materials collected, which may include contamination.

NOTE: This is a revenue contract, and the City will not encounter any expenditures related to this contract. All costs, risks and liability associated to this program and contract, as defined herein, are the sole responsibility of the Contractor, other than those specifically allowed and agreed to by the City, in the Bid Sheet, document 0600.
8. **Term of Contract**

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

Contractor shall be wholly responsible at all times for any and all damages that occur to the City and/or customers properties during collection of materials Contractor, its employees, or agents during the performance of this contract. Contractor shall repair or replace any damaged property within (7) seven business days of occurrence and proof must be submitted to the City Contract Manager within (7) seven calendar days of the repairs or replacements.

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 1500 SLW0511

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

A. Tab 1 – Executive Summary: Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal.

B. Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0510 – Exceptions Checklist
- iii. Section 0605 – Local Business Presence Identification
- iv. Section 0835 – Non-Resident Bidder Provisions
- v. Completed and signed Section 0900 No Goals Utilization Plan (if applicable). **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include 0900 No Goals Utilization Plan in Tab 2v.**

C. Tab 3 – Authorized Negotiator: Include the name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.

D. Tab 4 – Company Organization/History: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

E. Tab 5 – Equipment: Describe all equipment including vehicles, trailers, containers, trucks, and other that will be used for this program. Describe if any vehicles are environmentally friendly.

F. Tab 6 – Collection/Sorting Methods: Describe your technical plan for accomplishing required work. Describe in detail the methods you will utilize for the collection of the textile methods, such as size and types of bags to be used, how bags will be replaced and where replacement bags will be left at customers' residence, collection methods, sorting methods and all collections processes. Where needed to support methods, include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Describe how sorting is completed, the location where sorting is completed, and how debris is disposed of.

G. Tab 7 – Prior Experience: Describe only relevant experience related to the scope of this bid proposal. Describe all experience in the textile recycling business, length of time, cities where you have successfully incorporated this program.

H. Tab 8 – Personnel: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

I. Tab 9 – Cost and Revenue Proposal: Information described in the following subsections is required from each Proposer. Describe revenue percentage and how revenue will be calculated and provided, describe cost, if any, to provide the drop box (es). Define how textiles are to be resold, and markets used in for resale of the products.

J. Tab 10 – Local Presence and Community Impact: Describe your local presence in the community. Location of local office, headquarters and other local presence.

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K. Tab 11 – Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. **EXCEPTIONS:** List any exceptions that your company is making to the solicitation in Section 0510. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

5. **DEBRIEFINGS:** Any Offeror to this Solicitation may request a debriefing up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

6. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

7. EVALUATION FACTORS AND AWARD

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 1500 SLW0511**

B. Evaluation Factors:

i. 100 points.

- | | |
|---|-----------|
| (1) Estimated Cost (Section 0600B) | 10 points |
| (2) Estimated Revenue (Section 0600B) | 10 points |
| (3) Company History/Prior Experience (Tab 4 and 7) | 20 points |
| (4) Personnel Qualifications (Tab 8) | 15 points |
| (5) Equipment Used for Collections and Processing (Tab 5) | 15 points |
| (6) Collections Methods (Tab 6) | 15 points |
| (7) Community Impact (Tab 10) | 5 points |
| (8) LOCAL BUSINESS PRESENCE (Maximum 10 points) | |

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

Section 0605: Local Business Presence Identification

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

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: SLW0511

PROJECT NAME: Curbside Textile Recycling Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	SLW0511
PROJECT NAME:	Curbside Textile Recycling Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____