



Amendment No. 7  
to  
Contract No. NA110000024  
for  
Refuse and Recycling Collection Services – City Departments  
between  
Republic Services Inc.  
dba BFI Waste Services of Texas LP  
and the  
City of Austin

1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

"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)."

2.0 Effective November 1, 2016, the term for the hold over will be December 1, 2016 to March 31, 2017.

3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/1/10 – 11/30/13	\$3,022,770.00	\$3,022,770.00
Amendment No. 1: Option 1 12/1/13 – 11/30/14	\$1,007,590.00	\$4,030,360.00
Amendment No. 2: Price Increase 01/29/14	\$0.00	\$4,030,360.00
Amendment No. 3: Option 2 12/1/14 – 11/30/15	\$1,007,590.00	\$5,037,950.00
Amendment No. 4: Price Increase 12/30/14	\$0.00	\$5,037,950.00
Amendment No. 5: Name Change 01/21/15	\$0.00	\$5,037,950.00
Amendment No. 6: Option 3 12/1/15 – 11/30/16	\$1,007,590.00	\$6,045,540.00
Amendment No. 7: 120 Day Holdover 12/1/16 – 3/31/17	\$0.00	\$6,045,540.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 All other terms and conditions remain the same.

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

Signature:  10/31/16

Danielle Lord, Corporate Purchasing Manager  
City of Austin  
Purchasing Office

## HOLDOVER REQUEST

DATE	10/18/2016		
DPO	<input type="checkbox"/> Yolanda Miller	<input checked="" type="checkbox"/> Shawn Willett	
BUYER	Sandy Wirtanen		
MANAGER	Danielle Lord		
DEPARTMENT	Austin Resource Recovery		
CONTRACT NUMBER	NA110000024		
CONTRACT TITLE	Refuse and Recycling Collection Services - City Departmen		
BRIEF DESCRIPTION	Collection of refuse and recycling at City facilities.		
VENDOR	Republic Services		
CONTRACT START DATE	12/01/2010		
EXPIRATION DATE	11/30/2016		
TERM	36 months with three 12-month options		
EXPLANATION FOR REQUEST	Department evaluation took longer than expected. There were also additional clarifications necessary from the proposers adding to the timeline. Replacement contract is scheduled for Council 12/1 <span style="float: right;">+</span>		
ADDITIONAL TIME REQUESTED	120 days		
ARE THERE ENOUGH REMAINING FUNDS FOR THE HOLDOVER?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
DATE OF INITIAL DEPARTMENT CONTACT (ATTACH)	N/A		
WERE ADDITIONAL ATTEMPTS MADE? (ATTACH)	N/A		
ANY ADDITIONAL INFORMATION			
DECISION	Approved		
REASON	Extended Solicitation/ evaluation/ Clarification process		
AUTHORIZATION	<i>Shawn Willett</i>		
AUTHORIZATION DATE	10/28/16		



## City of Austin FSD Purchasing Office Certificate of Exemption

DATE: 11/15/2015 DEPT: Austin Resource Recovery  
TO: Purchasing Officer or Designee FROM: Teri Jeffries  
BUYER: Jonathan Dalchau PHONE: (512) 974-1816

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
  - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
  - a procurement necessary to preserve or protect the public health or safety of municipality's residents
  - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
  - a procurement for personal, professional, or planning services
  - a procurement for work that is performed and paid for by the day as the work progresses
  - a purchase of land or right-of-way
  - a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
  - a purchase of rare books, papers, and other library materials for a public library
  - paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
  - a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

On October 31, 2015, the City of Austin and surrounding areas, experienced heavy rains and flooding in several areas of the City. Austin Resource Recovery (ARR), was in immediate need to obtain additional roll-off dumpsters services to assist with the extensive clean-up efforts. The City operates under a Master Agreement with Republic Services for dumpster services; however with the flood clean-ups more than 25 additional dumpsters were needed immediately. As a result of this request for added services, beyond the scope of the master agreement, Republic acted promptly to obtain dumpsters from surrounding counties, and increased manpower and overtime hours of their employees. Therefore, these additional costs were necessary for the protection, safety and health and welfare of the City of Austin residents.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Republic Services was contacted under the emergency flood situation to provide additional dumpsters services, outside the scope of the existing Master Agreement, to assist with the flood clean-up efforts. They agreed to assist with the emergency services clean-up efforts for \$150 delivery fee for dumpster and relocations, and \$350 per haul of each dumpster. They have provided approximately 25 additional dumpsters and continue to assist with delivery and hauling in the cleanup operations. Due to the ongoing relationship and current contract we have with Republic Services, ARR supports Republic Services is providing the City with the best value for these services. Additionally, they were willing to obtain added containers and increase manpower and overtime of their staff to promptly respond in the emergency cleanup efforts. Additionally, their fees were lower than some emergency flood assistance fees have been in the past.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Republic Services which will cost approximately ~~\$ 20,575.00~~ (Provide estimate and/or breakdown of cost).

\* Update to \$26,442.40 per latest invoice.

Recommended Certification	 _____ Originator	11/13/15 _____ Date	
Approved Certification	 _____ Department Director or designee	11/12/15 _____ Date	
	_____ Assistant City Manager / General Manager or designee (if applicable)	_____ Date	
Purchasing Review (if applicable)	 _____ Buyer	11/16/2015 _____ Date	 _____ Manager Initials
Exemption Authorized (if applicable)	_____ Purchasing Officer or designee	_____ Date	

02/26/2013

Action	Deliveries	Relocates	Swaps	DRM		Total
Republic Charges	\$150.00	\$150.00	\$350.00	\$350.00		
Total Current Proposed Charges	\$4,350.00	\$300.00	\$11,550.00	\$700.00		\$16,900.00
Anticipated Project Actions			42.9	2.6	Based on current charges plus another 30% for completion	
Anticipated Project Actions	29	2	42.9	2.6		
Republic Proposed Charges	\$150.00	\$150.00	\$350.00	\$350.00		
<b>Estimated Total Current Proposed Charges</b>	<b>\$4,350.00</b>	<b>\$300.00</b>	<b>\$15,015.00</b>	<b>\$910.00</b>		<b>\$20,575.00</b>



**PURCHASE ORDER**  
 (MODIFIED DOCUMENT)  
 PO CITY SINGLE

PAGE NO: 1  
 REFERENCE NUMBER: DO 1500 15121805188  
 P.O DATE: 12/01/15  
 PRICE AGREEMENT #: MA 1500 NA110000024

**V** Barbara Bohls  
**E** V00000926751 A00000086849  
**N** Republic Services, Inc  
**D** 2900 N FM 973  
**O**  
**R** Austin TX 78725

**S** Solid Waste Services Dept  
**H**  
**I** 1520 Rutherford Lane  
**P**  
 Austin TX 78754  
**T**  
**O**

**B** Solid Waste Services Dept  
**I**  
**L** PO BOX 1088  
**L**  
 Austin TX 78767-8865  
**T**  
**O**

**Requestor:** Jonathan Mays, 512-974-3050  
**Buyer:** See Solicitation, 512-974-2500

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS) or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
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1			<b>Commodity:</b> 96239 Hauling Services-October Flood II - November Svcs.-2015 City Facilities - Landfill dumpster services: City Facilities - October Flood II - Activity 2015 If there are any questions please contact Jonathan Mays at 512-974-3050	0.000000	\$ 21,960.78																														
			<table border="1"> <thead> <tr> <th>Line</th> <th>Fund</th> <th>Dept</th> <th>Unit</th> <th>Objt</th> <th>Actv</th> <th>Func</th> <th>Rept</th> <th>Task</th> <th>Ord</th> <th>Prog</th> <th>Prog</th> <th>Period</th> <th>Line</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5040</td> <td>1500</td> <td>2003</td> <td>5595</td> <td></td> <td></td> <td>1008</td> <td>15FLOODF16</td> <td>MEMOTK</td> <td>TKPPC</td> <td></td> <td></td> <td>\$</td> <td>21,960.78</td> </tr> </tbody> </table>	Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task	Ord	Prog	Prog	Period	Line	Amount	1	5040	1500	2003	5595			1008	15FLOODF16	MEMOTK	TKPPC			\$	21,960.78		
Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task	Ord	Prog	Prog	Period	Line	Amount																					
1	5040	1500	2003	5595			1008	15FLOODF16	MEMOTK	TKPPC			\$	21,960.78																					

**Order Total: \$ 21,960.78**

**VENDOR INSTRUCTIONS:**

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

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

12/1/2015  
 Date



PURCHASE ORDER

PO CITY SINGLE

PAGE NO: 1

REFERENCE NUMBER: DO 1500 16012606905

P.O DATE: 01/04/16

PRICE AGREEMENT #: MA 1500 NA110000024

V Barbara Bohls
E V00000926751 A00000086849
N Republic Services, Inc
D 2900 N FM 973
O
R Austin TX 78725

S Solid Waste Services Dept
H
I 1520 Rutherford Lane
P
Austin TX 78754
T
O

B Solid Waste Services Dept
I
L PO BOX 1088
L
Austin TX 78767-8865
T
O

Requestor: Jonathan Mays, 512-974-3050
Buyer: See Solicitation, 512-974-2500

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Table with 5 columns: Line, Quantity, Unit, Commodity Information / Description (s), Unit Price, Extended Amount

Table with 1 row: Line 1, Quantity, Unit, Commodity: 96239 Hauling Services-October Flood II - Dec/Jan Serv. - FY16, Unit Price 0.000000, Extended Amount \$ 5,881.62

Table with 13 columns: Line, Fund, Dept, Unit, Objt, Actv, Func, Rept, Task, Ord, Prog, Prog Period, Line Amount

Order Total: \$ 5,881.62

VENDOR INSTRUCTIONS:

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

Signature of Jonathan Mays
Authorized Agent for City Manager
By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date 1/4/2016





**CITY OF AUSTIN-FLOOD RESPONSE**

Republic Services #843

Account Number 3-0843-0038017 PO Box 820  
 Invoice Date November 30, 2015 Del Valle TX 78617-08200  
 Invoice Number 0843-001144509

**Current Invoice Charges**

Date	Description	Reference	Quantity	Unit Price	Amount
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Receipt Number 3930

**Coa Flood 10/15-Honey Been Ben Corner Of Honeybee & Fire Fly (L4) CSA 110215CO  
 Austin, TX**

**1 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery Receipt Number 99700	John	1.0000		\$150.00
11/05	Basic Service Receipt Number 567	Jon	1.0000	\$300.12	\$350.00
11/17	Basic Service Receipt Number 2716	Jon Final	1.0000	\$300.12	\$350.00

**Coa Flood 10/15-Dragon Fly Dragon Fly & Onion Creek (L5) CSA 110215CO  
 Austin, TX**

**1 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery Receipt Number 99710	John	1.0000		\$150.00
11/04	Basic Service Receipt Number 62	Jon	1.0000	\$300.12	\$350.00
11/06	Basic Service Receipt Number 748	Jon	1.0000	\$300.12	\$350.00
11/17	Basic Service Receipt Number 2591	Jonathan	1.0000	\$300.12	\$350.00
11/19	Container Removal Receipt Number 3399	Springville	1.0000	\$300.12	\$350.00
11/24	Basic Service Receipt Number 4015	Jon	1.0000	\$350.00	\$350.00
11/30	Rental 11/20/15-11/30/15		1.0000	\$81.26	-\$29.39

**Coa Flood 10/15-Springville Springville & Onion Crossing (L6) CSA 110215CO  
 Austin, TX**

**1 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery Receipt Number 99717	John	1.0000		\$150.00
11/05	Basic Service Receipt Number 550	Jon	1.0000	\$300.12	\$350.00
11/14	Container Removal Receipt Number 2349	Karina R	1.0000	\$300.12	\$350.00

**Coa Flood 10/15-Cannella Cannella & Quicksilver (L7) CSA 110215CO  
 Austin, TX**

**1 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery Receipt Number 99734	John	1.0000		\$150.00
11/06	Basic Service Receipt Number 756	Jon	1.0000	\$300.12	\$350.00
11/07	Basic Service Receipt Number 994	Jon	1.0000	\$300.12	\$350.00
11/14	Basic Service Receipt Number 2354	Karina R	1.0000	\$300.12	\$350.00

**Coa Flood 10/15-Pinehurst 11251 Pinehurst Dr (L8) CSA 110215CO**

L2RAFCDT07 002998 1NNNNNNNNNN NNNN NN 002 004 013095 11387281.1



## CITY OF AUSTIN-FLOOD RESPONSE

Republic Services #843

Account Number	3-0843-0038017	PO Box 820
Invoice Date	November 30, 2015	Del Valle TX 78617-082020
Invoice Number	0843-001144509	

**Current Invoice Charges**

Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99741				
11/30	Rental 11/20/15-11/30/15		1.0000	\$81.26	-\$29.39

**Coa Flood 10/15-Pinehurst 10102 Pinehurst Dr (L9) CSA 110215CO**  
Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99763				
11/17	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 2648				
11/30	Rental 11/20/15-11/30/15		1.0000	\$81.26	-\$29.39

**Coa Flood 10/15-Wild Dune Wild Dune & Jupiter (L10) CSA 110215CO**  
Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99823				
11/04	Basic Service	Jonathan	1.0000	\$300.12	\$350.00
	Receipt Number 248				
11/11	Basic Service	Jon Final	1.0000	\$300.12	\$350.00
	Receipt Number 1625				

**Coa Flood 10/15-Patton 735 Patton Ave (L11) CSA 110215CO**  
Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99826				
11/03	Container Removal	Jonathan	1.0000	\$300.12	\$350.00
	Receipt Number 73				

**Coa Flood 10/15-Universe Circl Universe Cir & Los Cielos Blvd (L12) CSA 110215CO**  
Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99843				
11/05	Basic Service	Jonathan Mays	1.0000	\$300.12	\$350.00
	Receipt Number 503				
11/17	Basic Service	Jon Mays	1.0000	\$300.12	\$350.00
	Receipt Number 2588				

**Coa Flood 10/15-Vida Nueva Across From 629 Vida Nueva (L13) CSA 110215CO**  
Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99855				
11/05	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 606				

013096





**CITY OF AUSTIN-FLOOD RESPONSE**

Republic Services #843

Account Number 3-0843-0038017  
 Invoice Date November 30, 2015  
 Invoice Number 0843-001144509

PO Box 820  
 Del Valle TX 78617-08200

**Current Invoice Charges**

Date	Description	Reference	Quantity	Unit Price	Amount
11/30	Rental 11/20/15-11/30/15		1.0000	\$81.26	-\$29.39

Coa Flood 10/15-Constellation Dead End Of Constellation Cir (L14) CSA 110215CO  
 Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99864				
11/03	Basic Service	Jonathon	1.0000	\$300.12	\$350.00
	Receipt Number 99951				
11/17	Basic Service	Jon Final	1.0000	\$300.12	\$350.00
	Receipt Number 2590				

Coa Flood 10/15-Nigh Sky Dean End Of Night Sky Way (L15) CSA 110215CO  
 Austin, TX

**1 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99869				
11/04	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 80				
11/20	Basic Service	Jon Final	1.0000	\$300.12	\$350.00
	Receipt Number 3345				
11/24	Basic Service	Jonathan	1.0000	\$300.12	\$300.12
	Receipt Number 3991				

Coa Flood 10/15-Hoa Park Across From 1625 Camapana Dr (L16) CSA 110215CO  
 Del Valle, TX

**2 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99878				
11/01	Container Delivery		1.0000		\$150.00
	Receipt Number 99879				
11/05	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 617				
11/09	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 1049				
11/17	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 2587				
11/23	Basic Service	Jonathan Mays	1.0000	\$300.12	\$300.12
	Receipt Number 3681				

Coa Flood 10/15 - Lipton Loop Lipton Loop & Perconte Dr (L17) CSA 110215CO  
 Del Valle, TX

**2 - Rolloff (40 Yd) On Call Service (S1)**

Date	Description	Reference	Quantity	Unit Price	Amount
11/01	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99881				
11/01	Container Delivery		1.0000		\$150.00
	Receipt Number 99882				
11/04	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 87				
11/04	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 88				

L2FAFCDT07 002998 1NNNNNNNNNN NN 003 004 013097 11387281.1


**CITY OF AUSTIN-FLOOD RESPONSE Republic Services #843**

Account Number	3-0843-0038017	PO Box 820
Invoice Date	November 30, 2015	Del Valle TX 78617-082020
Invoice Number	0843-001144509	

**Current Invoice Charges**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/16	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 2286				
11/17	Basic Service	Jonathan	1.0000	\$300.12	\$350.00
	Receipt Number 2593				

**Coa Flood 10/15- Ainez Dr 5801 Ainez Dr (L18) CSA 110215CO  
Austin, TX**
**1 - Rolloff (30 Yd) On Call Service (S2)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/02	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99891				
11/06	Basic Service	Dwayne Anderson	1.0000	\$283.30	\$350.00
	Receipt Number 783				
11/11	Basic Service	Jonathan Mays	1.0000	\$283.30	\$350.00
	Receipt Number 1579				

**Coa Flood 10/15-Pace Mill 7702 Paces Mill Ln (L19) CSA 110215CO  
Austin, TX**
**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/02	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99897				
11/04	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 46				
11/30	Rental 11/20/15-11/30/15		1.0000	\$81.26	-\$29.39

**Coa Flood 10/15-7810 Pace Mill 7810 Paces Mill Ln (L20) CSA 110215CO  
Austin, TX**
**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/02	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99911				
11/04	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 47				
11/23	Basic Service	Jon	1.0000	\$350.00	\$350.00
	Receipt Number 3752				
11/30	Rental 11/20/15-11/30/15		1.0000	\$81.26	-\$29.39

**Coa Flood 10/15-7818 Pace Mill 7818 Paces Mill Ln (L21) CSA 110215CO  
Austin, TX**
**1 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/02	Container Delivery	John	1.0000		\$150.00
	Receipt Number 99917				
11/04	Basic Service	Jon	1.0000	\$300.12	\$350.00
	Receipt Number 49				
11/14	Container Removal		1.0000	\$300.12	\$350.00
	Receipt Number 2450				

**Coa Flood 10/15-Oak Meadow 6905 S Ih 35 Frontage Rd (L22) CSA 110215CO  
Austin, TX**
**2 - Rolloff (40 Yd) On Call Service (S1)**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/10	Basic Service	John	1.0000	\$300.12	\$350.00

0130098





**CITY OF AUSTIN-FLOOD RESPONSE**

Republic Services #843

Account Number 3-0843-0038017 PO Box 820  
 Invoice Date November 30, 2015 Del Valle TX 78617-082020  
 Invoice Number 0843-001144509

**Current Invoice Charges**

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
11/10	Receipt Number 1213 Basic Service Receipt Number 1214	John	1.0000	\$300.12	\$350.00
<b>2 - Rolloff (30 Yd) On Call Service (S2)</b>					
11/16	Basic Service  Receipt Number 2117	Jon Mays Final	1.0000	\$283.30	\$350.00
11/16	Basic Service Receipt Number 2118	Jon Final	1.0000	\$283.30	\$350.00
<b>Coa Flood 10/15-Dittmar 1009 W Dittmar Rd (L23) CSA 110215CO Austin, TX</b>					
<b>1 - Rolloff (40 Yd) On Call Service (S1)</b>					
11/24	Basic Service Receipt Number 3937	Jon Mays	1.0000	\$350.00	\$350.00
11/30	Rental 11/20/15-11/24/15		1.0000	\$81.26	-\$13.36
<b>Coa Flood 10/15-Jet &amp; Lourie Jet &amp; Lourie(near Patton Ave) (L24) CSA 110215CO Austin, TX</b>					
<b>1 - Rolloff (40 Yd) On Call Service (S1)</b>					
11/18	Basic Service Receipt Number 2898	Jon Final	1.0000	\$300.12	\$350.00
<b>Coa Flood 10/15-William Cannon 5201 E William Cannon Dr (L25) CSA 110115CO Austin, TX</b>					
<b>1 - Rolloff (30 Yd) On Call Service (S1)</b>					
11/17	Basic Service Receipt Number 2502	Jon Final	1.0000	\$283.00	\$350.00
<b>Current Invoice Charges</b>					<b>\$21,960.78</b>

L2FAFCDT07 002998 1NNNNNNNNNN NN 004 004 013099 11387281.1



## City of Austin FSD Purchasing Office Certificate of Exemption

DATE: 11/15/2015 DEPT: Austin Resource Recovery  
TO: Purchasing Officer or Designee FROM: Teri Jeffries  
BUYER: Jonathan Dalchau PHONE: (512) 974-1816

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
  - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
  - a procurement necessary to preserve or protect the public health or safety of municipality's residents
  - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
  - a procurement for personal, professional, or planning services
  - a procurement for work that is performed and paid for by the day as the work progresses
  - a purchase of land or right-of-way
  - a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
  - a purchase of rare books, papers, and other library materials for a public library
  - paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
  - a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

On October 31, 2015, the City of Austin and surrounding areas, experienced heavy rains and flooding in several areas of the City. Austin Resource Recovery (ARR), was in immediate need to obtain additional roll-off dumpsters services to assist with the extensive clean-up efforts. The City operates under a Master Agreement with Republic Services for dumpster services; however with the flood clean-ups more than 25 additional dumpsters were needed immediately. As a result of this request for added services, beyond the scope of the master agreement, Republic acted promptly to obtain dumpsters from surrounding counties, and increased manpower and overtime hours of their employees. Therefore, these additional costs were necessary for the protection, safety and health and welfare of the City of Austin residents.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Republic Services was contacted under the emergency flood situation to provide additional dumpsters services, outside the scope of the existing Master Agreement, to assist with the flood clean-up efforts. They agreed to assist with the emergency services clean-up efforts for \$150 delivery fee for dumpster and relocations, and \$350 per haul of each dumpster. They have provided approximately 25 additional dumpsters and continue to assist with delivery and hauling in the cleanup operations. Due to the ongoing relationship and current contract we have with Republic Services, ARR supports Republic Services is providing the City with the best value for these services. Additionally, they were willing to obtain added containers and increase manpower and overtime of their staff to promptly respond in the emergency cleanup efforts. Additionally, their fees were lower than some emergency flood assistance fees have been in the past.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Republic Services \_\_\_\_\_ which will cost approximately \$21,960.78 \_\_\_\_\_ (Provide estimate and/or breakdown of cost).

Recommended Certification		12/18/15	
	Originator	Date	
Approved Certification		12/21/15	
	Department Director or designee	Date	
	Assistant City Manager / General Manager or designee (if applicable)		Date
Purchasing Review (if applicable)	Buyer	Date	Manager Initials
Exemption Authorized (if applicable)	Purchasing Officer or designee	Date	

02/26/2013



Action	Deliveries	Relocates	Swaps	DRM		Total
Republic Charges	\$150.00	\$150.00	\$350.00	\$350.00		
Total Current Proposed Charges	\$4,350.00	\$300.00	\$11,550.00	\$700.00		\$16,900.00
Anticipated Project Actions			42.9	2.6	Based on current charges plus another 30% for completion	
Anticipated Project Actions	29	2	42.9	2.6		
Republic Proposed Charges	\$150.00	\$150.00	\$350.00	\$350.00		
Estimated Total Current Proposed Charges	\$4,350.00	\$300.00	\$15,015.00	\$910.00		\$20,575.00



Amendment No. 6  
of  
Contract No. NA110000024  
for  
Refuse and Recycling Collection Services-City Departments  
between  
Republic Services Inc.  
dba BFI Waste Services of Texas LP  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 1, 2015, the term for the extension option will be December 1, 2015 to November 30, 2016 and there are no remaining options.
- 2.0 The total contract amount is increased by \$1,007,590.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/01/10 – 11/30/13	\$3,022,770.00	\$3,022,770.00
Amendment No. 1: Option 1 12/01/13 – 11/30/14	\$1,007,590.00	\$4,030,360.00
Amendment No. 2: Price Increase 01/29/2014	\$0.00	\$4,030,360.00
Amendment No. 3: Option 2 12/01/14 – 11/30/15	\$1,007,590.00	\$5,037,950.00
Amendment No. 4: Price Increase 12/30/14	\$0.00	\$5,037,950.00
Amendment No. 5: Name Change 01/21/15	\$0.00	\$5,037,950.00
Amendment No. 6: Option 3 12/01/15 – 11/30/16	\$1,007,590.00	\$6,045,540.00

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

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

Signature: Dane Power 10/22/15  
Printed Name: Dane Power  
Authorized Representative

Republic Services Inc.  
2900 N FM 973  
Austin, TX 78725

Signature: Linell Gooden-Brown 11/6/15  
Michael Benson, Chief Administrative Officer  
City of Austin  
Purchasing Office



Amendment No. ~~4~~ <sup>5</sup> *JRD 9/24/2015*  
to  
Contract No. NA110000024

For  
Refuse & Recyclable Collection Services – City Departments  
Between  
Allied Waste Services  
and the  
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
<b>Vendor Name</b>	BFI Waste Services of Texas LP dba Allied Waste Services	Republic Services Inc dba BFI Waste Services of Texas LP
<b>Vendor Code</b>	BRW8308965	V00000926751
<b>FEIN</b>	86-1024527	65-0716904

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 5 is hereby incorporated into and made a part of the Contract.

Debbie DePaul  
Contract Compliance Supervisor  
City of Austin, Purchasing Office

1/21/15  
Date



Amendment No. 4  
of  
Contract No. NA11000024  
for  
Refuse and Recycling Collection Services-City Departments  
between  
Allied Waste Services of Austin  
and the  
City of Austin

1.0 The City hereby accepts the price increase for the Refuse and Recycling Collection Services:

Front End Load	Frequency	2014	2015
3 yd	1x	\$61.32	\$62.36
3 yd	2x	\$115.16	\$117.00
3 yd	3x	\$169.03	\$171.73
3 yd	4x	\$222.87	\$226.44
4 yd	1x	\$68.79	\$69.89
4 yd	2x	\$127.96	\$130.01
4 yd	3x	\$187.16	\$190.15
4 yd	4x	\$246.33	\$250.27
6 yd	1x	\$82.65	\$83.97
6 yd	2x	\$152.49	\$154.93
6 yd	3x	\$221.80	\$225.35
6 yd	4x	\$292.18	\$296.85
8 yd	1x	\$95.44	\$96.97
8 yd	2x	\$174.88	\$177.68
8 yd	3x	\$255.92	\$260.01
8 yd	4x	\$336.97	\$342.36
8 yd	5x	\$416.94	\$423.61
8 yd	6x	\$496.91	\$504.86

Perm Rolloff	2014		2015	
	Haul	Rental	Haul	Rental
20 yd	\$255.72	\$69.31	\$259.81	\$70.42
30 yd	\$271.92	\$74.64	\$276.27	\$75.83
40 yd	\$287.91	\$79.98	\$292.52	\$81.26
20 yd comp	\$271.92	\$479.86	\$276.27	\$487.54
30 yd comp	\$291.11	\$479.86	\$295.77	\$487.54
40 yd comp	\$303.91	\$479.86	\$308.77	\$487.54

Baler	\$266.59	\$270.86
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<b>Recycle</b>			
	Frequency	2014	2015
<b>3 yd</b>	1x	\$57.05	<b>\$57.96</b>
<b>4 yd</b>	1x	\$62.38	<b>\$63.38</b>
<b>4 yd</b>	2x	\$106.64	<b>\$108.35</b>
<b>4 yd</b>	3x	\$150.90	<b>\$153.31</b>
<b>4 yd</b>	4x	\$195.14	<b>\$198.26</b>
<b>4 yd</b>	5x	\$239.40	<b>\$243.23</b>
<b>6 yd</b>	1x	\$80.26	<b>\$81.54</b>
<b>6 yd</b>	2x	\$151.24	<b>\$153.66</b>
<b>6 yd</b>	3x	\$208.13	<b>\$211.46</b>
<b>6 yd</b>	4x	\$243.80	<b>\$247.70</b>
<b>6 yd</b>	5x	\$322.03	<b>\$327.18</b>
<b>8 yd</b>	1x	\$88.52	<b>\$89.94</b>
<b>8 yd</b>	2x	\$167.43	<b>\$170.11</b>
<b>8 yd</b>	3x	\$245.40	<b>\$249.33</b>
<b>8 yd</b>	4x	\$311.21	<b>\$316.19</b>
<b>8 yd</b>	5x	\$377.01	<b>\$383.04</b>

<b>Temp</b>	2014		2015	
	Haul	Rental	Haul	Rental
<b>20 yd</b>	\$272.56	\$69.31	<b>\$276.92</b>	<b>\$70.42</b>
<b>30 yd</b>	\$278.84	\$74.64	<b>\$283.30</b>	<b>\$75.83</b>
<b>40 yd</b>	\$295.39	\$79.98	<b>\$300.12</b>	<b>\$81.26</b>

<b>Special Events</b>		
	2014	2015
<b>3 yd</b>	\$61.32	<b>\$62.30</b>
<b>4 yd</b>	\$68.78	<b>\$69.88</b>
<b>6 yd</b>	\$82.65	<b>\$83.97</b>
<b>8 yd</b>	\$94.90	<b>\$96.42</b>
<b>10 yd</b>	\$110.90	<b>\$112.67</b>

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/1/10 – 11/30/13	\$3,022,770.00	\$3,022,770.00
Amendment No. 1: Option 1 12/1/13 – 11/30/14	\$1,007,590.00	\$4,030,360.00
Amendment No. 2: Price Increase	\$0.00	\$4,030,360.00
Amendment No. 3: Option 2 12/01/2014 – 11/30/2015	\$1,007,590.00	\$5,037,950.00
Amendment No. 4: Price Increase	\$0.00	\$5,037,950.00

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

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

Signature: *Dane Power*  
Printed Name: Dane Power 11/29/14  
Authorized Representative  
Allied Waste Services of Austin  
3424 FM 973  
Del Valle, TX 78617

Signature: *Paige McDonald* 12/30/14  
Paige McDonald, Senior Buyer  
City of Austin  
Purchasing Office

Signature: *Danielle Lord*  
Danielle Lord, Corporate Contract Compliance Manager  
City of Austin  
Purchasing Office



Amendment No. 3  
to  
Contract No. NA11000024  
for  
Refuse and Recycling Collection Services – City Departments  
between  
BFI Waste Services of Texas, LP  
dba Allied Waste Services of Austin  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 1, 2014 through November 30, 2015. One options remain.
- 2.0 The total contract amount is increased by \$1,007,590.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/01/2012 – 11/30/2013	\$3,022,770.00	\$3,022,770.00
Amendment No. 1: Option 1 12/01/2013 – 11/30/2014	\$1,007,590.00	\$4,030,360.00
Amendment No. 2: Price Increase 01/29/2014	\$0.00	\$4,030,360.00
Amendment No. 3: Option 2 12/01/2014 – 11/30/2015	\$1,007,590.00	\$5,037,950.00

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

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

Sign/Date: Dane Power 10/21/14

Sign/Date: Michael Benson 11/18/14

Printed Name: Dane Power  
Authorized Representative

Michael Benson  
Chief Admin Officer

BFI Waste Services of Texas, LP  
dba Allied Waste Services of Austin  
3424 FM 973  
Del Valle, Texas 78617  
(512) 247-5647  
[ggauci@republicservices.com](mailto:ggauci@republicservices.com)

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
 of  
 Contract No. NA11000024  
 for  
 Refuse and Recycling Collection Services-City Departments  
 between  
 Allied Waste Services of Austin  
 and the  
 City of Austin

1.0 The City hereby accepts the price increase for the Refuse and Recycling Collection Services:

Front End Load	Frequency	2013	2014
3 yd	1x	\$60.41	<b>\$61.32</b>
3 yd	2x	\$113.46	<b>\$115.16</b>
3 yd	3x	\$166.53	<b>\$169.03</b>
3 yd	4x	\$219.58	<b>\$222.87</b>
4 yd	1x	\$67.77	<b>\$68.79</b>
4 yd	2x	\$126.07	<b>\$127.96</b>
4 yd	3x	\$184.39	<b>\$187.16</b>
4 yd	4x	\$242.69	<b>\$246.33</b>
6 yd	1x	\$81.43	<b>\$82.65</b>
6 yd	2x	\$150.24	<b>\$152.49</b>
6 yd	3x	\$218.52	<b>\$221.80</b>
6 yd	4x	\$287.86	<b>\$292.18</b>
8 yd	1x	\$94.03	<b>\$95.44</b>
8 yd	2x	\$172.30	<b>\$174.88</b>
8 yd	3x	\$252.14	<b>\$255.92</b>
8 yd	4x	\$331.99	<b>\$336.97</b>
8 yd	5x	\$410.78	<b>\$416.94</b>
8 yd	6x	\$489.57	<b>\$496.91</b>

Perm Rolloff	2013		2014	
	Haul	Rental	Haul	Rental
20 yd	\$251.94	\$68.29	<b>\$255.72</b>	<b>\$69.31</b>
30 yd	\$267.90	\$73.54	<b>\$271.92</b>	<b>\$74.64</b>
40 yd	\$283.66	\$78.80	<b>\$287.91</b>	<b>\$79.98</b>
20 yd comp	\$267.90	\$472.77	<b>\$271.92</b>	<b>\$479.86</b>
30 yd comp	\$286.81	\$472.77	<b>\$291.11</b>	<b>\$479.86</b>
40 yd comp	\$299.42	\$472.77	<b>\$303.91</b>	<b>\$479.86</b>

<b>Baler</b>	<b>\$262.65</b>	<b>\$266.59</b>
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<b>Recycle</b>			
	Frequency	2013	2014
<b>3 yd</b>	1x	\$56.21	<b>\$57.05</b>
<b>4 yd</b>	1x	\$61.46	<b>\$62.38</b>
<b>4 yd</b>	2x	\$105.06	<b>\$106.64</b>
<b>4 yd</b>	3x	\$148.67	<b>\$150.90</b>
<b>4 yd</b>	4x	\$192.26	<b>\$195.14</b>
<b>4 yd</b>	5x	\$235.86	<b>\$239.40</b>
<b>6 yd</b>	1x	\$79.07	<b>\$80.26</b>
<b>6 yd</b>	2x	\$149.00	<b>\$151.24</b>
<b>6 yd</b>	3x	\$205.05	<b>\$208.13</b>
<b>6 yd</b>	4x	\$240.20	<b>\$243.80</b>
<b>6 yd</b>	5x	\$317.27	<b>\$322.03</b>
<b>8 yd</b>	1x	\$87.21	<b>\$88.52</b>
<b>8 yd</b>	2x	\$164.96	<b>\$167.43</b>
<b>8 yd</b>	3x	\$241.77	<b>\$245.40</b>
<b>8 yd</b>	4x	\$306.61	<b>\$311.21</b>
<b>8 yd</b>	5x	\$371.44	<b>\$377.01</b>

<b>Temp</b>	2013		2014	
	Haul	Rental	Haul	Rental
<b>20 yd</b>	\$268.53	\$68.29	<b>\$272.56</b>	<b>\$69.31</b>
<b>30 yd</b>	\$274.72	\$73.54	<b>\$278.84</b>	<b>\$74.64</b>
<b>40 yd</b>	\$291.02	\$78.80	<b>\$295.39</b>	<b>\$79.98</b>

<b>Special Events</b>	2013	2014
	<b>3 yd</b>	\$60.41
<b>4 yd</b>	\$67.76	<b>\$68.78</b>
<b>6 yd</b>	\$81.43	<b>\$82.65</b>
<b>8 yd</b>	\$93.50	<b>\$94.90</b>
<b>10 yd</b>	\$109.26	<b>\$110.90</b>

2.0 The total Contract authorization is recapped below:

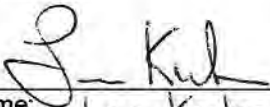
Term	Action Amount	Total Contract Amount
Basic Term: 12/1/10 – 11/30/13	\$3,022,770.00	\$3,022,770.00
Amendment No. 1: Option 1 12/1/13 – 11/30/14	\$1,007,590.00	\$4,030,360.00
Amendment No. 1: Price Increase	\$0.00	\$4,030,360.00

3.0 MBE/WBE goals were not established for this contract.

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

5.0 All other terms and conditions remain the same.

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

Signature:   
Printed Name: Lee Kuhn  
Authorized Representative

Allied Waste Services of Austin  
3424 FM 973  
Del Valle, TX 78617

Signature:   
Danielle Lord, Corporate Contract Compliance Manager  
City of Austin  
Purchasing Office




Amendment No. 1  
of  
Contract No. NA11000024  
for  
Refuse and Recycling Collection Services-City Departments  
between  
Allied Waste Services of Austin  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 1, 2013, the term for the extension option will be December 1, 2013 to November 30, 2014 and there are two remaining options.
- 2.0 The total contract amount is increased by \$1,007,590.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/1/10 – 11/30/13	\$3,022,770.00	\$3,022,770.00
Amendment No. 1: Option 1 12/1/13 – 11/30/14	\$1,007,590.00	\$4,030,360.00

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

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

Signature:   
Printed Name: Lee Kuhn  
Authorized Representative

Signature:   
Cynthia Gonzales, Corporate Contract Compliance Manager  
City of Austin  
Purchasing Office

Allied Waste Services of Austin  
3424 FM 973  
Del Valle, TX 78617



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

December 2, 2010

Allied Waste Services of Austin  
Lee Kuhn  
3424 FM 973  
Del Valle, TX 78617

Dear Lee Kuhn:

The Austin City Council approved the execution of a contract with your company for Refuse & Recycling Collection Services- City Departments in accordance with the referenced solicitation.

Responsible Department:	Solid Waste Services
Department Contact Person:	Ron Romero
Department Contact Email Address:	Ron.romero@ci.austin.tx.us
Department Contact Telephone:	512-974-4353
Project Name:	Refuse & Recycling Collection Services- City Departments
Contractor Name:	Allied Waste Services of Austin
Contract Number:	NA110000024
Contract Period:	12/1/2010 – 11/30/2013
Extension Options:	3 – 12 months
Contract Amount:	\$1,007,590 (Annually)
Requisition Number:	1500 10072000526
Solicitation Number:	SDC0158
Agenda Item Number:	47
Council Approval Date:	11/18/2010

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

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

Sincerely,

Steve Cocke  
Buyer II  
Purchasing Office  
Finance and Administrative  
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Allied Waste Services of Austin ("Contractor")  
for  
Refuse & Recycling Collection Services- City Departments  
Contract No. NA110000024**

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

This Contract is between Allied Waste Services of Austin having offices at Del Valle, TX 78617 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SDC0158.

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

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid Best Value, SDC0158 including all documents incorporated by reference
- 1.1.3 Allied Waste Services of Austin Offer, dated 8/26/2010, including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

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


**1.4 Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$3,022,770 for the initial Contract term and \$1,007,590 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.6 This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

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

**CITY OF AUSTIN**

Printed Name of  
Authorized Person: STEPHEN T. ADEN, SR 

Signature: \_\_\_\_\_

Title: Corporate Purchasing Manager

Date 12/1/2010

Revised



# City of Austin

## INVITATION FOR BID BEST VALUE

### PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Refuse and Recycling Collection Services- City Departments

IFB No.: SDC0158

Addendum No. 1

Date of Addendum: August 19, 2010

1.0 Please incorporate the revisions to the supplemental purchase provisions (0400), & bid sheet (0600) (attached) into the above referenced Invitation for Bid Best Value. **Any bid sheets submitted other than the attached sheet, revised 8/19/2010, will be deemed non-responsive and not be considered for evaluation.**

#### 2.0 Supplemental Purchase Provisions (0400)

Remove "hazardous" from the **Environmental Impairment Liability Insurance** section.

Remove Section 9, **Interlocal Purchasing Agreements**

3.0 All other terms and conditions will remain the same

**BY THE SIGNATURES** affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke  
Steve Cocke, Buyer II  
Finance and Administrative Services Department

ACKNOWLEDGED BY: Allied Waste Services of Austin Bidder  
[Signature] Authorized Signature  
08-26-10 Date

**RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.**

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STANDARD PURCHASE TERMS AND CONDITIONS**

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

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



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

10. **WORKFORCE**

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

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

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

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- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT:**

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

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

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[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)

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

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

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

- i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

**17. RIGHT TO AUDIT:**

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

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

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

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deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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

19. **WARRANTY-PRICE:**

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

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

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples

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furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
- E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of

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delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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

31. **INDEMNITY:**

A. Definitions:

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

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

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

A. General Requirements.

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

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- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:
  - Attn: (Add Buyer's Name)
  
  - City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.



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xiv. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will

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substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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

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41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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**49. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
  
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

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Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

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

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

55. **EQUAL OPPORTUNITY**

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

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of

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components does not include any costs associated with the manufacture of the end product.

- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN, TEXAS  
Purchasing Office  
INVITATION FOR BID (BEST VALUE)  
Offer Sheet

SOLICITATION NO: SDC0158

COMMODITY/SERVICE DESCRIPTION: REFUSE AND RECYCLING  
COLLECTION SERVICES - CITY DEPARTMENTS

DATE ISSUED: 8/2/2010

PRE-BID CONFERENCE TIME AND DATE: 8/12/2010 at 10:00 A.M.

REQUISITION NO.: 1500 10072000526

LOCATION: City of Austin, Purchasing Office (Municipal Building)  
124 W 8th Street, Rm 310  
Austin, Texas 78701

COMMODITY CODE: 96239 / 96270

FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:

BID DUE PRIOR TO: 8/26/2010 at 3:00 P.M.

Steve Cocke

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 8/26/2010 at 3:00 P.M.

Buyer II

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

Phone: (512) 974-2003

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

**SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF RESPONSE**

Allied Waste Services of Austin  
Insert Vendor Name & Address

SOLICITATION TO: SDC0158

Signature of Person Authorized to Sign Offer

Lee Kuhn, General Manager  
Signer's Name and Title: (please print or type)

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

Date: 08-26-10

Company Name: Allied Waste Services of Austin

Address: 3424 FM 973

City, State, Zip Code: Del Valle, TX 78617

Phone No. (512) 247-5647

Fax No. (512) 247-7820

**BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY**

Company "Remit To" Name: Allied Waste Services of Austin

Remit to Address: 3424 FM 973

City, State, Zip Code: Del Valle, TX 78610

Email Address: lkuhn@republicservices.com

BID SHEET  
 REFUSE COLLECTION AND HAULING SERVICES  
 FOR CITY OF AUSTIN DEPARTMENTS  
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**SECTION 1 – BID PRICE (70 Points)**

Bidders shall submit prices for providing all refuse and recycling collection and hauling services as required by the specifications, including all landfill disposal charges and fees. The disposal of refuse may be at the Bidder's own disposal facility or other legally operated facility of Bidder's choice. The bidder offering the lowest total cost will receive the most points. Prices should reflect maximum price charged per product category.

**REFUSE CONTAINERS (DUMPSTERS)** - Furnish all labor and equipment to provide refuse collection, hauling, and disposal services for the City Departments as required per the attached specification.

**NOTE:** Container quantities, sizes and collection schedules are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers per facility. Annual bid prices for refuse collection, hauling, and disposal will be calculated based on estimated quantities and schedules. However, the Contractor shall invoice the City based on actual container quantities, sizes and collection schedules.

BID LINE	DUMPSTER SIZE	PICK-UPS PER WEEK	EST. CONTAINERS		UNIT PRICE PER CONTAINER PER MONTH		# OF MONTHS	ANNUAL PRICE
1.1	3 YD	1	3	x	\$ 57.50 /mo	x	12	\$ 2,070.00
1.2	3 YD	2	3	x	\$ 108.00 /mo	x	12	\$ 3,888.00
1.3	3 YD	3	3	x	\$ 158.50 /mo	x	12	\$ 5,706.00
1.4	3 YD	4	1	x	\$ 209.00 /mo	x	12	\$ 2,508.00
1.5	4 YD	1	10	x	\$ 64.50 /mo	x	12	\$ 7,740.00
1.6	4 YD	2	6	x	\$ 120.00 /mo	x	12	\$ 8,640.00
1.7	4 YD	3	5	x	\$ 175.50 /mo	x	12	\$ 10,500.00
1.8	4 YD	4	2	x	\$ 231.00 /mo	x	12	\$ 5,544.00
1.9	4 YD	5	1	x	\$ 286.50 /mo	x	12	\$ 3,438.00
1.10	4 YD	6	1	x	\$ 342.00 /mo	x	12	\$ 4,104.00
1.11	6 YD	1	20	x	\$ 77.50 /mo	x	12	\$ 18,600.00
1.12	6 YD	2	6	x	\$ 143.00 /mo	x	12	\$ 10,296.00
1.13	6 YD	3	2	x	\$ 208.00 /mo	x	12	\$ 4,992.00
1.14	6 YD	4	1	x	\$ 274.00 /mo	x	12	\$ 3,288.00
1.15	6 YD	5	1	x	\$ 339.50 /mo	x	12	\$ 4,074.00
1.16	8 YD	1	35	x	\$ 89.50 /mo	x	12	\$ 37,380.00
1.17	8 YD	2	10	x	\$ 164.00 /mo	x	12	\$ 19,680.00
1.18	8 YD	3	3	x	\$ 240.00 /mo	x	12	\$ 8,640.00
1.19	8 YD	4	1	x	\$ 316.00 /mo	x	12	\$ 3,792.00
1.20	8 YD	5	1	x	\$ 391.00 /mo	x	12	\$ 4,692.00
1.21	10 YD	1	15	x	\$ 104.00 /mo	x	12	\$ 18,720.00
1.22	10 YD	2	10	x	\$ 189.00 /mo	x	12	\$ 22,680.00
1.23	10 YD	3	1	x	\$ 275.00 /mo	x	12	\$ 3,300.00
1.24	10 YD	4	1	x	\$ 361.00 /mo	x	12	\$ 4,332.00
1.25	10 YD	5	1	x	\$ 446.00 /mo	x	12	\$ 5,352.00
1.26	10 YD	6	1	x	\$ 532.00 /mo	x	12	\$ 6,384.00
<b>Sub-Total (Items 1.1 - 1.26)</b>								<b>\$ 230,340.00</b>



BID SHEET  
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**SINGLE-STREAM RECYCLING CONTAINERS (DUMPSTERS)** - Furnish all labor and equipment to provide refuse collection, hauling, and disposal services for the City Departments as required per the attached specification.

**NOTE:** Recycling container quantities and number of collections per week are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers. The City also reserves the right to change the frequency of recycling collection per facility. Annual bid prices for recycling collection and hauling will be calculated based on estimated quantities and an estimated collection schedule. However, Contractor shall invoice the City based on actual quantities and sizes, and actual collection frequency.

BID LINE	CONTAINER SIZE	PICK-UPS PER WEEK	EST. CONTAINERS		UNIT PRICE PER CONTAINER PER MONTH		# OF MONTHS	ANNUAL PRICE
1.27	4 YD	1	10	x	\$ 58.50 /mo	x	12	\$ 7,020.00
1.28	4 YD	2	20	x	\$ 100.00 /mo	x	12	\$ 24,000.00
1.29	4 YD	3	60	x	\$ 141.50 /mo	x	12	\$ 101,880.00
1.30	4 YD	4	20	x	\$ 183.00 /mo	x	12	\$ 43,920.00
1.31	4 YD	5	10	x	\$ 224.50 /mo	x	12	\$ 26,940.00
<b>Sub-Total (Items 1.27 - 1.31)</b>								<b>\$ 203,760.00</b>

**SPECIAL COLLECTIONS/EVENTS** - Cost of extra pick-ups for containers already at a specified location and specified collection schedule

BID ITEM	SIZE	ESTIMATED # OF HAULS PER YR.	x	PRICE PER HAUL	=	ANNUAL PRICE
1.32	3 YD	30	x	\$ 57.50	=	\$ 1,725.00
1.33	4 YD	30	x	\$ 64.50	=	\$ 1,935.00
1.34	6 YD	30	x	\$ 77.50	=	\$ 2,325.00
1.35	8 YD	45	x	\$ 89.00	=	\$ 4,005.00
1.36	10 YD	65	x	\$ 104.00	=	\$ 6,760.00
1.37	4 YD Recycling Container	50	x	\$ 58.50	=	\$ 2,925.00
<b>Sub-Total (Items 1.32 - 1.37)</b>						<b>\$ 19,675.00</b>

**ROLL-OFF / COMPACTOR RENTAL** - Items 1.38 - 1.44 are on collection frequencies as requested

BID ITEM	SIZE	ESTIMATED # OF ROLL-OFFS		MONTHLY RENTAL RATE		# OF MONTHS	YEARLY RENTAL RATE
1.38	20 YD	8	x	\$ 65.00	x	12	\$ 6,240.00
1.39	30 YD	22	x	\$ 70.00	x	12	\$ 18,480.00
1.40	40 YD	20	x	\$ 75.00	x	12	\$ 18,000.00
1.41	20 YD COMP	1	x	\$ 450.00	x	12	\$ 5,400.00
1.42	34 YD COMP	4	x	\$ 450.00	x	12	\$ 21,600.00
1.43	40 YD COMP	4	x	\$ 450.00	x	12	\$ 21,600.00
1.44	BAILER	1	x	\$ 100.00	x	12	\$ 1,200.00
<b>Sub-Total (Items 1.38 - 1.44)</b>							<b>\$ 92,520.00</b>

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<b>ROLL-OFF / COMPACTOR RENTAL HAULING FEES</b>							
BID ITEM	SIZE	ESTIMATED # OF HAULS PER YR.		PRICE PER HAUL		ANNUAL PRICE	
1.45	20 YD	200	x	\$ 240.00	=	\$ 48,000.00	
1.46	30 YD	600	x	\$ 255.00	=	\$ 153,000.00	
1.47	40 YD	220	x	\$ 270.00	=	\$ 59,400.00	
1.48	20 YD COMP	52	x	\$ 255.00	=	\$ 13,260.00	
1.49	34 YD COMP	35	x	\$ 273.00	=	\$ 9,555.00	
1.50	40 YD COMP	70	x	\$ 285.00	=	\$ 19,950.00	
1.51	BALER	12	x	\$ 250.00	=	\$ 3,000.00	
		<i>(bail size 1000/1200)</i>					
<b>Sub-Total (Items 1.45 - 1.51)</b>						<b>\$ 306,165.00</b>	

<b>ON CALL - Includes cost for container rental fee (including delivery and pick-up of roll-off) and haul fee</b>							
BID ITEM	SIZE	ESTIMATED # OF HAULS PER YR.		PRICE PER HAUL		ANNUAL PRICE	
1.52	20 YD	50	x	\$ 255.60	=	\$ 12,780.00	
1.53	30 YD	130	x	\$ 261.50	=	\$ 33,995.00	
1.54	40 YD	130	x	\$ 277.00	=	\$ 36,010.00	
1.55	20 YD COMP	25	x	\$ 255.00	=	\$ 6,375.00	
1.56	34 YD COMP	25	x	\$ 273.00	=	\$ 6,825.00	
1.57	40 YD COMP	25	x	\$ 285.00	=	\$ 7,125.00	
1.58	BULKY ITEM PICK-UP	52	x	\$ 255.00	=	\$ 13,260.00	
<b>Sub-Total (Items 1.52 - 1.58)</b>						<b>\$ 116,370.00</b>	

<b>CITY OF AUSTIN FURNISHED EQUIPMENT (COAFE)</b>							
BID ITEM	SIZE	ESTIMATED # OF COMPACTORS	ESTIMATED # OF HAULS		PRICE PER HAUL	ANNUAL PRICE	
1.59	40 YD COMP	2	72	x	\$ 285.00	\$ 20,520.00	

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<b>SPECIAL CLEANING FEE FOR ROLL-OFFS</b>							
BID ITEM		ESTIMATED # OF ROLL-OFFS (COMPACTORS) TO BE CLEANED YEARLY	TOTAL ESTIMATED # OF CLEANINGS PER YEAR		PRICE PER CLEANING		TOTAL COST FOR CLEANING
1.60		6	72	x	\$ 250.00	=	\$ 18,000.00

<b>TOTAL 1.1 through 1.60</b>	<b>\$ 1,007,350.00</b>
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**ITEMS 1.61 THROUGH 1.94 ARE FOR INFORMATIONAL PURPOSES ONLY:**

THE CITY OF AUSTIN RESERVES THE RIGHT TO MODIFY THE CONTRACT AND ADD ANY OF THE ITEMS LISTED IN SECTION 2.0 TO THE CONTRACT. BIDDERS SHALL PUT PRICING IN FOR EACH ITEM (1.61- 1.94).

REFUSE CONTAINERS				
ITEM	SIZE	PICK-UPS PER WEEK	EST. QTY.	UNIT PRICE
1.61	3 YD	5	1	\$ 259.50 /mo
1.62	3 YD	6	1	\$ 310.00 /mo
1.63	3 YD	5	1	\$ 259.00 /mo
1.64	6 YD	6	1	\$ 405.00 /mo
1.65	8 YD	6	1	\$ 467.00 /mo

RECYCLING CONTAINERS				
ITEM	SIZE	PICK-UPS PER WEEK	EST. QTY.	UNIT PRICE
1.66	3 YD	1	1	\$ 53.50 /mo
1.67	3 YD	2	1	\$ 90.00 /mo
1.68	3 YD	3	1	\$ 128.00 /mo
1.69	3 YD	4	1	\$ 170.00 /mo
1.70	3 YD	5	1	\$ 210.00 /mo

ROLL-OFFS				
ITEM	SIZE	PICK-UPS PER MONTH	EST. QTY.	UNIT PRICE
1.71	20 YD	2	1	\$ 480.00 /mo
1.72	20 YD	3	1	\$ 720.00 /mo
1.73	20 YD	4	1	\$ 960.00 /mo
1.74	20 YD	5	1	\$ 1,200.00 /mo
1.75	20 YD	6	1	\$ 1,440.00 /mo
1.76	30 YD	2	1	\$ 510.00 /mo
1.77	30 YD	3	1	\$ 765.00 /mo
1.78	30 YD	4	1	\$ 1,020.00 /mo
1.79	30 YD	5	1	\$ 1,275.00 /mo
1.80	30 YD	6	1	\$ 1,530.00 /mo
1.81	40 YD	2	1	\$ 540.00 /mo
1.82	40 YD	3	1	\$ 810.00 /mo
1.83	40 YD	4	1	\$ 1,080.00 /mo
1.84	40 YD	5	1	\$ 1,350.00 /mo
1.85	40 YD	6	1	\$ 1,630.00 /mo

BID ET  
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<b>RECYCLING COMPACTORS</b> - Hauled to & emptied at City-designated recycling facility.			
ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE
1.86	30 YD. Monthly Rental	1	\$ 450.00
1.87	Spec. Coll. Fee	1	\$ 273.00
1.88	Cleaning Fee	1	\$ 250.00
1.89	40 YD. Monthly Rental	1	\$ 450.00
1.90	Spec. Coll. Fee	1	\$ 285.00
1.91	Cleaning Fee	1	\$ 250.00

<b>BALERS</b> - Leasing of vertical downstroke balers for recycling cardboard. 1.92 through 1.94 are for bale delivery to City-designated recycling facility.			
ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE
1.92	BAILER RENTAL	1	\$ 100.00
1.93	400-600 lb bales	1	\$ -
1.94	Price Per Collection/Trip	1	\$ 250.00

**SECTION 2 – COMPANY EXPERIENCE / HISTORY (10 Points)**

Please provide with bid a summary of company's experience/history, especially regarding services similar to those required at designated City facilities. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.

**SECTION 3 – COMPANY EQUIPMENT (10 Points)**

Please provide with bid a list the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling at designated City facilities. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local sources), etc.

**SECTION 4 – COMPANY INVOLVEMENT (10 Points)**

Please provide with bid a summary of how your company can become more creatively involved in helping the City encourage its employees at City facilities to embrace the concept of Zero Waste and generate less waste and increase recycling.

## **SECTION 2 – COMPANY EXPERIENCE / HISTORY**

**Please provide with bid a summary of company's experience/history, especially regarding services similar to those required at designated City facilities. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.**

This Bid to provide Refuse Collection and Recycling Services for the City of Austin Departments is being offered by BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Austin located at 3424 FM 973, Del Valle, Texas 78617 (mailing address P.O. Box 820, Del Valle, Texas 78614-0820) ("AWS"). AWS is registered as a Vendor with the City of Austin and is a subsidiary of our ultimate parent company, Republic Services, Inc. (Republic) located at 18500 North Allied Way, Phoenix, Arizona 85054. AWS was organized in the State of Delaware and is registered with the Texas Secretary of State. The partners (parent companies) of AWS are Allied Waste Landfill Holdings, Inc. and Allied Waste Systems Holdings, Inc. AWS, assisted by the resources available from Republic, will perform all of the work under this Proposal. We have provided solid waste collection, disposal and recycling services in Austin and the surrounding area for more than twenty-five years.

Republic is a publicly held company trading on the New York Stock Exchange under the ticker symbol "RSG". We are the second largest solid waste management and recycling company in North America with more than 37,000 employees, 400 hauling companies, 213 landfills, 242 Transfer Stations and 78 recycling facilities. Several of our MRF's are single-stream technology recycling facilities with many other single-stream MRF's in various stages of development. We operate the fifth largest commercial vehicle fleet in

the nation and provide services to more than 13,000,000 commercial, industrial, municipal and residential customers. AWS, with its affiliate Republic companies, is the largest recycler of municipally derived recyclables in the State of Texas. We operate 8 Materials Recovery Facilities in Texas. As a company, we successfully deliver more than 3,500,000 tons (exclusive of green waste and construction and demolition material) of recyclables to end-user markets each year.

AWS has provided environmental services including solid waste collection, disposal and recycling services to Austin, Elgin, Bastrop, Manor, LaGrange, Lexington, Marble Falls, Granite Shoals, Horseshoe Bay, Meadow Lakes, Anderson Mill MUD and many other MUDs, HOAs and commercial, industrial and institutional customers in the Austin area for more than two decades. With 171 local employees, we operate a fully compliant Type 1 Municipal Solid Waste landfill, a full service hauling company, a transfer station and a MRF, which is located at 10420 Metric Boulevard. Our MRF, the North Austin Recyclery, has successfully recycled more than 300,000 tons of locally generated recyclables.

#### **The AWS Focus on Community Values**

Community Values is a concept embraced by AWS, and its affiliated Republic companies. We believe that these values not only represent the culture of our company but also demonstrate to the City that our services will be performed with respect to the City, its employees and citizens. This section of our bid consolidates our policies into a cohesive and focused dialog on our community values.

## **Social Responsibility**

AWS and its affiliated Republic companies are proud of our record of social responsibility extending from our relationship with our employees and to our relationship with the customers and communities we serve.

AWS maintains a strong commitment to promoting good labor relations with all of our employees. Integrity is the foundation of our business and we are honest in all interactions with employees and customers. We protect against labor discord by investing in our employees and providing them the opportunity to work in a challenging, open, and supportive environment. Employees are made aware that discrimination, harassment, intimidation, and retaliation are not tolerated and management maintains an open door policy in order to ensure a safe and enjoyable workplace for all employees. We maintain a strong commitment to our labor force and strongly promote every employee's responsibility to come to work, respect themselves and others, and contribute to our success. If, at any time, an employee has a concern they wish to voice, we maintain a hotline 24-hours a day, 7-days a week with bilingual representation. This system allows employees to voice their concerns with full confidence that we will take their concern seriously and act accordingly.

Specific activities that AWS performs to ensure a good workplace:

- Equal Opportunity Hiring and Promotion Policy
- Interviews to match jobs skills to job requirements
- Excellent wages and benefits



- Generous vacation and leave-of-absence policy
- Training
- Safety Program and daily, weekly, monthly and annual training
- Regular open-discussion inter and intra departmental meetings
- Personal Protective Equipment
- Drug-Free Workforce Policy
- Zero Tolerance for Workplace Violence Policy
- Recognition of performance certificates and ceremonies
- Regular employee dinners and cookouts
- Open door management Policy
- 24 hour anonymous complaint and reporting hotline.

AWS is committed and vested to the ever improving health of the environment and the relationships to the environment that we share with the Austin community. As we are an environmental services company, and the environment is inextricably linked to and influences our society, many of our environmental activities have significant social implications and benefits. These are some examples of our corporate goals or achievements that reflect our view toward social responsibility:

- Operation of our facilities in compliance with all applicable environmental regulations.

- Commitment to be good local corporate citizens.
- Our comprehensive safety programs that protect our employees, our customers and the public-at-large.
- The establishment of corporate and local sustainability policies.
- Our equal opportunity employment, wage, benefit and promotion policy.
- Operation of our local landfill gas-to-energy system which, while not required by law, supplies electricity to more than 3,400 homes. This is not a feature at all landfills located in Travis County. Nationwide, we generate enough electricity from our 74 landfill gas-to-energy projects to meet the needs of more than 365,000 homes.
- Serving in an elected seat on the CAPCOG Solid Waste Advisory Committee.
- Serving in various positions, including President of Keep Austin Beautiful.
- Serving as an appointed member of the City of Austin Long Range Solid Waste Planning Task Force.
- Serving in an elected seat on the Board of Directors of the State of Texas Alliance for Recycling.
- Supporting Keep Austin Beautiful activities.
- **Award in 2008 by Keep Austin Beautiful for our Litter Abatement Program in the North Austin Civic Association Neighborhood.**

- Supporting the American Cancer Society Relay-For-Life events.
- Supporting various area ISD Foundations.
- Supporting the Coats for Kids program.
- Conducting and providing free trash disposal for area creek cleanups.
- Instituting our “Looking Out For You” community safety program.
- Reducing idling time and re-routing our trucks to reduce vehicle running time, traffic congestion, and carbon emissions.
- Providing tours of our landfill, gas-to-energy facility and recycling facility to local schools and the public.
- Providing free litter containers, collection service, and recycling and disposal services to many area festivals and events.
- Meeting the obligations of our Good Neighbor Agreement with the North Austin Civic Association (NACA). A letter of endorsement and verification of our performance from NACA is attached.
- We fully embrace the City of Austin Zero Waste and Greenhouse Gas Reduction Resolutions goals. Our local landfill is slated to close in 2015 which will require us to then either use a competitor’s landfill or transfer to a distant landfill. To avoid these increased costs, which must be passed to our customers, and to reduce our carbon footprint, we are committed to direct as

much waste to resource recovery facilities as possible. It is our stated intention to do so.

### **Sustainability Efforts**

AWS and Republic are committed to implementing the best environmental practices in all facets of our company's operations. Environmental responsibility is our business, and it is a key element of sustainability. Our commitment to this goal is evidenced by the following:

- We operate 78 recycling facilities nationwide.
- We operate composting and construction and demolition debris recycling facilities.
- We recycled more than 3.5 million tons of materials in 2008; exclusive of green waste and C&D debris.
- We have made investments at more than one-third of our landfills to generate renewable energy.
- Our landfills generate enough clean, renewable energy to meet the needs of more than 365,000 homes.
- Renewable energy from our landfills reduces emissions equivalent to taking 3.4 million cars off the road. To have the same effect, you would have to plant 4.1 million acres of pine or fir trees.

- We have cut our oil use by one-third in our fleet of vehicles through retrofitting or replacement.
- More than 200 of our trucks on the road operate on natural gas.
- More than 450 of our trucks use cleaner burning biodiesel fuel.
- We have installed the first-of-its-kind solar energy panels to generate electricity at our Tessman Road Landfill Solar Cap in San Antonio.
- We will soon be testing the nation's first domestically produced diesel-electric hybrid garbage truck. This Class 8 rear-load truck built by Mack is expected to increase fuel economy and reduce emissions and noise pollution.
- Our Corporate Sustainability information and our local Sustainability Policy are attached.
- LOCAL REFERENCES ARE PROVIDED AS AN ATTACHMENT.

# Safety – Service – Value – Commitment- Responsiveness – Partnership

## Big Words!

### *This is what people are saying about Allied Waste Services of Austin.....*

They have provided a valuable service at a competitive price and have always been very responsive to resolve issues as they arose.

**Jeff Stout – Freescale Austin**

You have always been very responsive to our needs on short notice..... You have always been available with just a call.

**Phil Hall – St. David's Medical Center**

I came in this morning expecting the worst (trash all over the dock) but got the best because as always you came through. ....Thank you so much I really appreciate how I can always depend on you to get my problems solved.

**Gaylee Horton- U.T. Food and Housing**

Cevon is the best driver I have ever had on any job anywhere.

**Brad Adams-Flintco Construction**

Just a note of thanks to you and Allied Waste for your ongoing great service. You always respond to questions and requests promptly.

**Sheril Smith, Mgr. University Apts.  
University of Texas at Austin**

Just want to say thanks to you and all of Allied Waste and your drivers for taking care of me on Monday. That was AWESOME. I was in a real bind and ya'll pulled me out.....But what ya'll did on Monday isn't anything new. You have been taking care of me for what, about 6 or 7 years now.

**Richie Mullins  
Dell Inc. – Sustaining Operations**

I would like to thank Mr. Prall and his personnel for their prompt response in this matter. Allied Waste has always been very cooperative in resolving any issues.

**Thomas Shook  
Recycling Coordinator  
Texas Facilities Commission**

I want you to know how much we appreciate all you have done for Goodwill over the past 4 years since we have been working together. Your customer service has been outstanding. You have always attended to our needs.

**Roberta Planos - Goodwill Austin**

CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET

Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: SDC0158

OFFEROR'S NAME: Allied Waste Services of Austin DATE: 8/26/10

The Offeror shall furnish, with the Offer, the following information, for at least 3 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name Freescale  
Name and Title of Contact JEFF Stout  
Present Address 7700 W. Parmer Ln  
City, State, Zip Code Austin, TX 78729  
Telephone Number (972) 669-1490 Fax Number ( )  
Email Address

2. Company's Name St. David's Medical Center  
Name and Title of Contact Phil Hall  
Present Address 1151 Enterprise Dr.  
City, State, Zip Code Coppell, TX 75019  
Telephone Number (512) 544-4121 Fax Number ( )  
Email Address

3. Company's Name Dell Inc  
Name and Title of Contact Richie Mullins  
Present Address 401 Parker Dr.  
City, State, Zip Code Austin, TX 78728  
Telephone Number (800) 456-3355 Fax Number ( )  
Email Address

4. Company's Name Texas Facilities Commission  
Name and Title of Contact Thomas Shook  
Present Address 1100 W. 49th St.  
City, State, Zip Code Austin TX 78728  
Telephone Number (512) 458-7111 Fax Number ( )  
Email Address

5. Company's Name U.T. Food and Housing  
Name and Title of Contact Gayle Horton  
Present Address 101 E 21st St  
City, State, Zip Code Austin, TX 78712  
Telephone Number (512) 471-1383 Fax Number ( )  
Email Address



## ALLIED WASTE SERVICES OF AUSTIN SUSTAINABILITY POLICY

The purpose of this policy is to encourage positive environmental impact from our daily operations. Participation by all personnel is appropriate. In addition to the following actions, all employees are encouraged to suggest other methods and best practices that will have a positive impact on the environment. Forward all suggestions to the General Manager.

1. As per company policy, reduce idling of vehicles to not more than five minutes.
2. As per company policy, maintain the proper air pressure in vehicle tires.
3. Maintain the proper pressure in the tires of your personal vehicle.
4. Keep your personal vehicle engine properly tuned.
5. Carpooling is encouraged.
6. Combine errands to minimize mileage.
7. When power equipment is not immediately needed, shut it off.
8. Turn out all lights that are not in immediate use and at the end of each workday.
9. Turn off all computers when not in use and also at the end of each workday.
10. Reduce paper use by using electronic files whenever possible.
11. Recycle copier toner cartridges. Use recycled cartridges.
12. Set print quality to draft mode when feasible.
13. Return pallets, packing peanuts and excelsior to vendors delivering parts and equipment.
14. Use the recycling bins provided.
15. Recycle all office paper, newspapers, cardboard, aluminum cans and plastic beverage bottles.
16. Use your personnel coffee cups to avoid styrofoam waste.
17. Use both sides of paper before the waste paper in the recycling bins.
18. Capture all used oil and waste vehicle fluids for recycling, including the filters.
19. Clean all fluid (gas, oil, hydraulic fluid) spills immediately.
20. When making a purchase decision, favor products that have high recycled content, are easily recycled, have a longer useful life, energy efficient, and are manufactured locally.

Thank you for your contribution to making Allied Waste Services of Austin an environmentally sustainable company.

Lee Kuhn; General Manager



### **SECTION 3 – COMPANY EQUIPMENT**

**Please provide with bid a list the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling at designated City facilities. Be sure to indicate if the vehicles included on your list have alternative fuel capacity, such as hybrid, CNG, biodiesel (from local sources), etc.**

**CONTAINERS: ALL CONTAINERS WILL BE NEW, PURCHASED FOR THIS CONTRACT.**

#### **FRONTLOAD CONTAINERS**

LIDS - High Density polyethylene, 7 gauge brackets, steel or fiberglass hinge rods. 6 and 8 yard containers will have a steel baffle covering back of the top portion. UV protection 7 year warranty.

CASTERS (Where applicable) – quick change release mounts.

HANDLES – reinforced, horizontally mounted and centered on the top rail on each side.

BOTTOM – 10 gauge sheet, continuous welds on inside, skip welds on outside, (2) 7 gauge floor channels with caps; if with castors (4) castor pads with a central center floor channel.

WALLS – 12 gauge steel on sides, 10 gauge steel on front and back, 1 ¼” drain plug on drivers side, top channel reinforcements interlocking with edges ground smooth.

LIFT SLEEVES – 10 gauge steel, 24” on 3 and 4 yard, 30” on 6, 8, 10 yard, 8” tall X 4” wide, 7 gauge fork guide and buff plate, fully welded to the side of the container.

DOORS – 6, 8 and 10 yard will have (2) 16 gauge sliding doors with handle and doorstop, 12 gauge formed guide channels.

## **ROLLOFF CONTAINERS (OPEN TOP)**

**UNDER STRUCTURE** – sheets ¼” steel, continuously welded, floor/side seam continuously welded inside and 3’ on 12” on outside, cross members 3” X 3.5” structural channel on 18” centers – continuous weld. (2) 8” diameter X 8” rear wheels. Rails 6” X 2” X ¼” structural tubing. Hook and hook plate reinforced.

**BULKHEAD** – 7 gauge steel, sloped front, 3/8” X 18” bump plate, top header 4” X 4” X ¼” structural tubing with top gussets. Driver side ladder.

**SIDE WALLS** – 7 gauge steel, 3 panels, corners and tops reinforced with structural tubing. 6” J-hooks (tarp tie downs) on 36” centers.

**DOOR** – 7 gauge steel, vertical and horizontal braces 4” X 3” X 11 gauge structural tubing. 20 yard containers have 2 hinges per door; larger containers have 3 hinges per door. (3) J-hooks (tarp tie downs) per door. Top door guide, door will rest on floor.

**LATCH** – 20 yard – 2 latches, larger sizes will have 3 latches with guides on street side.

## **COMPACTORS**

**(For 40 yard and 34 yard self contained as appropriate)**

All UL, C.S.A. and ANSI listed, key start- auto & jog, remote push button station on 15’ Sealite, NEMA 4 weatherproof gasketed panel, low temperature oil, 0-degree operation, tri-voltage energy efficient – 10 horsepower three-phase TEFC Motor-208/230/460, double wire braided hoses ½” steel plate in charge box, other specifications of floor, walls, roof, wheels, rails and reinforcements as in open top containers, quick disconnect hoses, solid bull noses on container rails, 80% advance warning light, magnetic door interlock switch, guide rails with stops, doghouse enclosed single side feed with frame and locking hasp, fire ports on each side of container, cylinder supports to assure no sag in full extension.

## **BALER**

UL and ANSI listed Vertical down-stroke, 10 horsepower, 3-phase electric motor, 10” electrical pigtail, feed openings measuring minimum 24” height X 58” wide, feed opening door on guide channels with magnetic safety lockout, electrical control panel on side, band/wire guide channels in floor/slots in back, operating instructions prominently displayed.

## **TRUCKS**

### **FRONTLOAD TRUCKS**

2010 MACK chassis model MRU613 or equivalent; MACK engine model MP7-325M or equivalent; MACK 28 cubic yard capacity body model 612-3528 or equivalent; Allison transmission. Safety lights, back-up alarm, front and rear mounted cameras, on-board scales, and on-board computer. These vehicle specifications will be used to service refuse and single-stream recycling routes.

### **ROLLOFF TRUCKS**

2006 or newer MACK chassis model CV713 or equivalent, Galbreath body model U5-IO-174-size 6000 or equivalent, Mack engine model AMI-370 or equivalent, MACK transmission model T310 or equivalent.

All equipment, containers and vehicles will be of a uniform color.

## **SECTION 4 – COMPANY INVOLVEMENT**

**Please provide with bid a summary of how your company can become more creatively involved in helping the City encourage its employees at City facilities to embrace the concept of Zero Waste and generate less waste and increase recycling.**

Allied Waste Services' approach to this critically important service element is to educate and encourage not only the City's employees but also educate and encourage visitors to the City's facilities and events. We will report the progress and impact of the Zero Waste and recycling activities to the City Management, City Council and to the public.

### **EDUCATION/PARTICIPATION**

Immediately upon contract award, AWS will meet with the City Sustainability Office and representatives of the Solid Waste Services Department and other City personnel as appropriate, to design the Education and Participation Program. The intent will be to encourage maximum participation in recycling and Zero Waste activities.

We are flexible and encourage creative input from everyone. AWS offers the following ideas:

#### **IDEA # 1 - SIGNAGE**

Signs posted at the entrances to, and throughout all, City facilities that read:

**“YOU ARE IN A ZERO WASTE ZONE -  
PLEASE REDUCE, REUSE AND RECYCLE”**

Art contest among the City employees to provide the background art for the posters. The top five, judged by City Council, will each receive a \$100 cash prize and be displayed in the lobby at City Hall and published in the Austin-American Statesman. AWS will pay the cost of the prizes and the publication.

Three to five hundred of these color posters, at the direction of the City, will be posted throughout the City facilities. AWS will pay for the printing costs. All posters will be printed on recycled paper, of course.

## **IDEA # 2 – MONTHLY REPORTS**

Allied Waste Services will provide monthly and program-to-date reports to the City detailing the tonnage of recyclables captured and the environmental benefit impacts of that tonnage; i.e. kilowatts of electricity, gallons of water, trees, etc. saved, landfill space conserved and any especially noteworthy actions taken by City employees, Departments or groups and any problems that may need attention. This information can be featured in City publications and employee newsletters.

## **IDEA # 3 – UPSTREAM PRE-RECYCLING / PURCHASING PRACTICES**

Allied Waste Services will meet with the City Sustainability Office and Purchasing Department to review purchasing practices and policies and identify opportunities for purchasing products that are recyclable or reduced in their waste content or that can be returned to use through the delivering vendor.

## **IDEA # 4 – LARGE VENUE RECYCLING AND WASTE REDUCTION**

Allied Waste Services provides large venue recycling programs and services at the Dallas Cowboy's Stadium and at the University of Texas Football Stadium; among others. We will offer this experience to the City and will cooperatively review and design effective activities that can enhance the Zero Waste initiatives of the large venues sponsored by the City of Austin.

For example, we will provide 20 reusable, weatherproof signs made of recycled materials that read;

“YOU ARE IN A ZERO WASTE ZONE –  
PLEASE REDUCE, REUSE AND RECYCLE”

These signs can be placed at the entrances to the large venue events to increase awareness and encourage participation.

### **IDEA # 5 – EMPLOYEE / VISITOR DAILY PRACTICES**

Allied Waste Services will work with the City Sustainability Office and other appropriate Departments to develop awareness and educational materials and suggest policies that will guide and instruct employees, visitors and housekeeping personnel in their daily activities to facilitate maximum participation in the recycling and Zero Waste programs. We envision that these materials will be bi- or tri- lingual and emphasize the importance of the programs, the materials included in the programs and the location and availability of the various recycling containers and Zero Waste practices. Allied Waste Services will also participate in any training presentations to City Council Members, Managers, employees and housekeeping personnel.

### **IDEA # 6 – ORIENTATION WORKSHOPS IN EACH CITY FACILITY**

Allied Waste Services personnel will collaborate with the City to schedule on-site educational workshops to launch the recycling program. We envision that these could be either a sit-down/presentation/discussion format or a roving format throughout the various office floors and departments. Senior City Managers would participate in these activities to enhance their importance and to engage in dialogue with the employees.

### **IDEA # 7 – ONGOING COOPERATIVE INVESTIGATION AND EVALUATION**

Allied Waste Services will actively cooperate with the City of Austin to identify, investigate, evaluate and implement other technologies, methods and procedures that may become available to enhance the pursuit of the Zero Waste Initiative and to promote waste minimization and recycling at the City's facilities and sponsored events.

Allied Waste Services is open to any ideas that will help this program to be successful.



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ALLIED WASTE SERVICES

800-244-3513

[www.disposal.com](http://www.disposal.com)

A REPUBLIC SERVICES COMPANY

USDOT 962089





**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NONDISCRIMINATION CERTIFICATION  
SOLICITATION NO. SDC0158**

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

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

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

Please check one of the following:

- Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.
- Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

**Minimum Standard Nondiscrimination in Employment Policy:**

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

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

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

**Sanctions:**

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

Contractor's Name: Allied Waste Services of Austin

Signature of Officer or Authorized Representative: [Signature] Date: 08-26-10

Printed Name: Lee Kuhn

Title: General Manager, Allied Waste Services of Austin

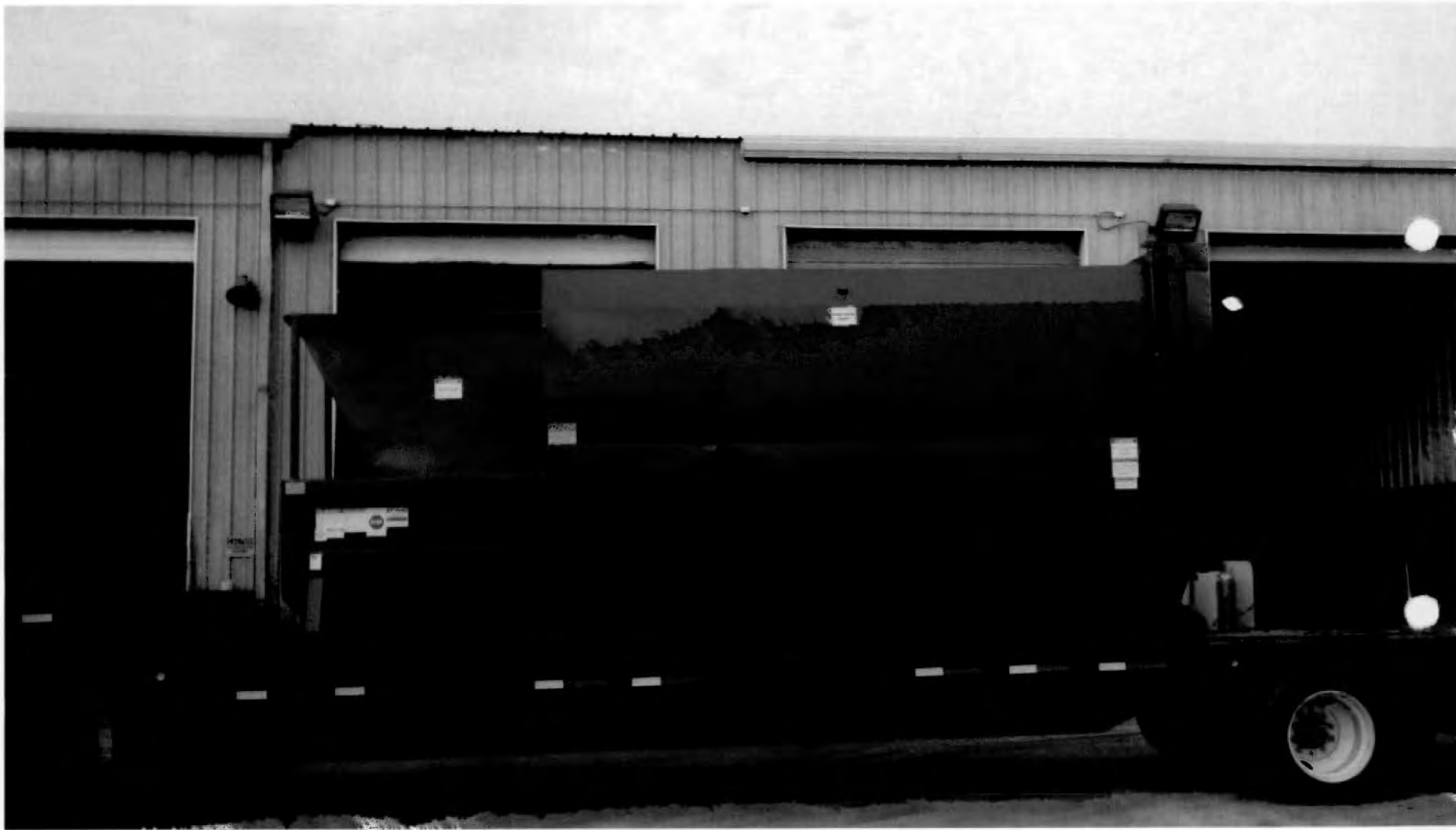
6



**ALLIED WASTE SERVICES**  
**800-252-3586**

[www.disposal.com](http://www.disposal.com)







August 26, 2010

LETTER OF TRANSMITTAL

RE: REFUSE AND RECYCLING COLLECTION SERVICES – CITY  
DEPARTMENTS  
SOLICITATION NUMBER – SDC0158

Allied Waste Services of Austin is pleased to submit our bid in regard to Solicitation Number SDC0158 to provided Refuse and Recycling Collection Services for the City of Austin Departments.

Allied Waste Services of Austin offers more than 30 years of local experience successfully serving the solid waste and recycling needs of commercial, industrial and institutional customers in Austin and the surrounding area. Our equipment and collection service will meet all of the City's specifications. Our personnel are dedicated and thoroughly trained in customer service, safety and efficient operational and logistic procedures. Our local office and operational facilities located on FM 973 and on Giles Road offer an efficient and responsive base of operations. We possess the necessary experience, dedication and company culture to insure that this program will exceed the City's expectations. We are particularly excited to institute a model recycling program at the City facilities.

Allied Waste Services of Austin is ready to serve your needs. We are prepared to be flexible to changing conditions and responsive to any special requirements. We are eager to negotiate the final details of this project and pledge our sincere best effort to the benefit of the City, its employees and its citizens.

You may reach me at your convenience by email at [lkuhn@republicservices.com](mailto:lkuhn@republicservices.com) or by calling my office at 512-563-0257 or my cell phone at 512-848-2306.

Respectfully;

A handwritten signature in black ink that reads 'Lee Kuhn'.

Lee Kuhn  
General Manager  
Allied Waste Services of Austin

**BID IN RESPONSE TO:  
CITY OF AUSTIN, TEXAS**



**SDC0158 – REFUSE AND RECYCLING COLLECTION SERVICES –  
CITY DEPARTMENTS**

**SUBMITTED BY:  
ALLIED WASTE SERVICES OF AUSTIN**



**ALLIED WASTE**

**AUGUST 26, 2010**

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**  
**SOLICITATION NO. SDC0158**

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

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

Contractor's Name: Allied Waste Services of Austin

Signature of Officer or Authorized Representative:  Date: 08-26-10

Printed Name: Lee Kuhn

Title: General Manager  
Allied Waste Services of Austin

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. SDC0158**

**FOR  
REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS**

**State of Texas**

**County of Travis**

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

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

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

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

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

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

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

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

OFFEROR'S EXPLANATION:

Contractor's Name: Allied Waste Services of Austin

Printed Name: Lee Kuhn

Title: General Manager, Allied Waste Services of Austin

Signature of Officer or Authorized Representative: Lee Kuhn

Subscribed and sworn to before me this 26<sup>th</sup> day of August, 2010.

Laura D. Pasquale  
Notary Public



My Commission Expires 2/21/2011



**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION**  
*(Please duplicate as needed)*

**SOLICITATION NO. SDC0158**

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
<i>No specific employees assigned at this time.</i>	

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: *Allied Waste Services of Austin*

Signature of Officer or Authorized Representative: *[Signature]* Date: *08-26-10*

Printed Name: *Lee Kuhn*

Title: *General Manager, Allied Waste Services of Austin*

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. SDC0158**

- 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: Resident Bidder

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(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: \_\_\_\_\_

Bidder's Name: Allied Waste Services of Austin

Signature of Officer or Authorized Representative: Lee Kuhn Date: 08-26-10

Printed Name: Lee Kuhn

Title: General Manager

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

SOLICITATION NUMBER: SDC0158

PROJECT NAME: REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS

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

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

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

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

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

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

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

Allied Waste Services of Austin  
Company Name

Lee Kuhn, General Manager  
Name and Title of Authorized Representative (Print or Type)

Lee Kuhn  
Signature

08-26-10  
Date

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

SOLICITATION NUMBER: SDC0158

PROJECT NAME: Refuse and Recycling Collection - City Departments

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	<u>Allied Waste Services of Austin</u>		
Address	<u>3424 Fm 973</u>		
City, State Zip	<u>DelValle, TX 78617</u>		
Phone	<u>512</u>	Fax Number	<u>512-247-7820</u>
Name of Contact Person	<u>Lee Kuhn, General Manager</u>		
Is company City certified?	Yes <input checked="" 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.

Lee Kuhn, General Manager  
Name and Title of Authorized Representative (Print or Type)

Lee Kuhn 08-26-10  
Signature Date

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

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

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

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

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

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



## Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

## View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

## Agency &amp; Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

## OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

## EPLS Search Results

### Search Results for Parties Excluded by

Firm, Entity, or Vessel : **ALLIED WASTE SERVICES OF AUSTIN**

As of 02-Dec-2010 11:59 AM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

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## Archive Search - Past Exclusions

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- > Browse All Records

## Contact Information

- > For Help: Federal Service Desk



we live here too 2010 sustainability report



 **REPUBLIC**  
SERVICES, INC.

# MAPPING OUT SUSTAINABILITY

## CORVALLIS, OREGON

Our Pacific Region Compost Facility in Corvallis, Ore. makes available the first public food composting facility in the state. In addition to previously accepted yard and wood waste, the facility now also accepts all types of food waste (meat, bread, fruit and vegetables) and processes the material to create a rich soil amendment.

## PHOENIX, ARIZONA

At our corporate office in Phoenix, Ariz., initiatives like energy efficient lighting, low-flow and motion-activated faucets and on-site recycling helped get us UPonGREEN certified. We also serve on the board of directors of Arizona Clean & Beautiful and Keep Phoenix Beautiful, affiliates of Keep America Beautiful that are working to promote recycling and prevent and reduce litter.

## HALF MOON BAY, CALIFORNIA

Republic's Ox Mountain Landfill gas-to-energy project in Half Moon Bay, Calif. was recognized by the U.S. EPA Landfill Methane Outreach Program as a Project of the Year. Landfill gas from Ox Mountain supplies enough renewable energy to customers in Alameda and Palo Alto to reduce emissions equivalent to taking 11,800 cars off the road.

## CONTRA COSTA COUNTY, CALIFORNIA

In partnership with the Central Contra Costa Solid Waste Authority and the East Bay Municipal Utilities District (EBMUD), our hauling division in Contra Costa County, Calif. implemented a food waste diversion program that targets commercial generators including schools, grocery stores and restaurants. This material represents a significant portion of the waste stream and Republic is working to develop programs that put the material to good use. EBMUD's facility in Oakland is using excess digester capacity to mix food waste with sludge. The methane gas produced through the decomposition process is a renewable resource that is used to fuel an existing 6-megawatt power plant. The 20 tons of material processed per day help generate enough power to meet the needs of more than 250 homes.

## BOISE, IDAHO

Republic's division in Boise, Idaho built the state's first public compressed natural gas fueling station. The station is also home base for a new fleet of 36 compressed natural gas waste and recycling collection trucks. These are part of our fleet of more than 1,000 alternate fuel vehicles nationwide.

## SAN JOSE, CALIFORNIA

At our Newby Island facilities in San Jose, Calif., we process traditional recyclables like cardboard, paper, metal, glass and plastic as well as some less traditional materials that are being diverted from the waste stream. A dedicated processing facility is able to divert approximately 90 percent of construction and demolition material from the landfill. Materials like concrete, asphalt, drywall, wood and scrap metals are all mined out for reuse. Yard waste, wood and food waste processed at another part of the site are used in either our certified organic compost, soil amendments or as mulch. Landfill gas is converted to electricity—enough to power more than 3,000 homes. Even some of the drainage channels are "green," as natural bioswales with wetland plant species replaced concrete water channels.

## MINNEAPOLIS-ST. PAUL, MINNESOTA

Our Twin Cities division is certified by UPonGREEN, an independent organization that provides a universal way for companies, organizations and individuals to publicly communicate what they are doing environmentally.

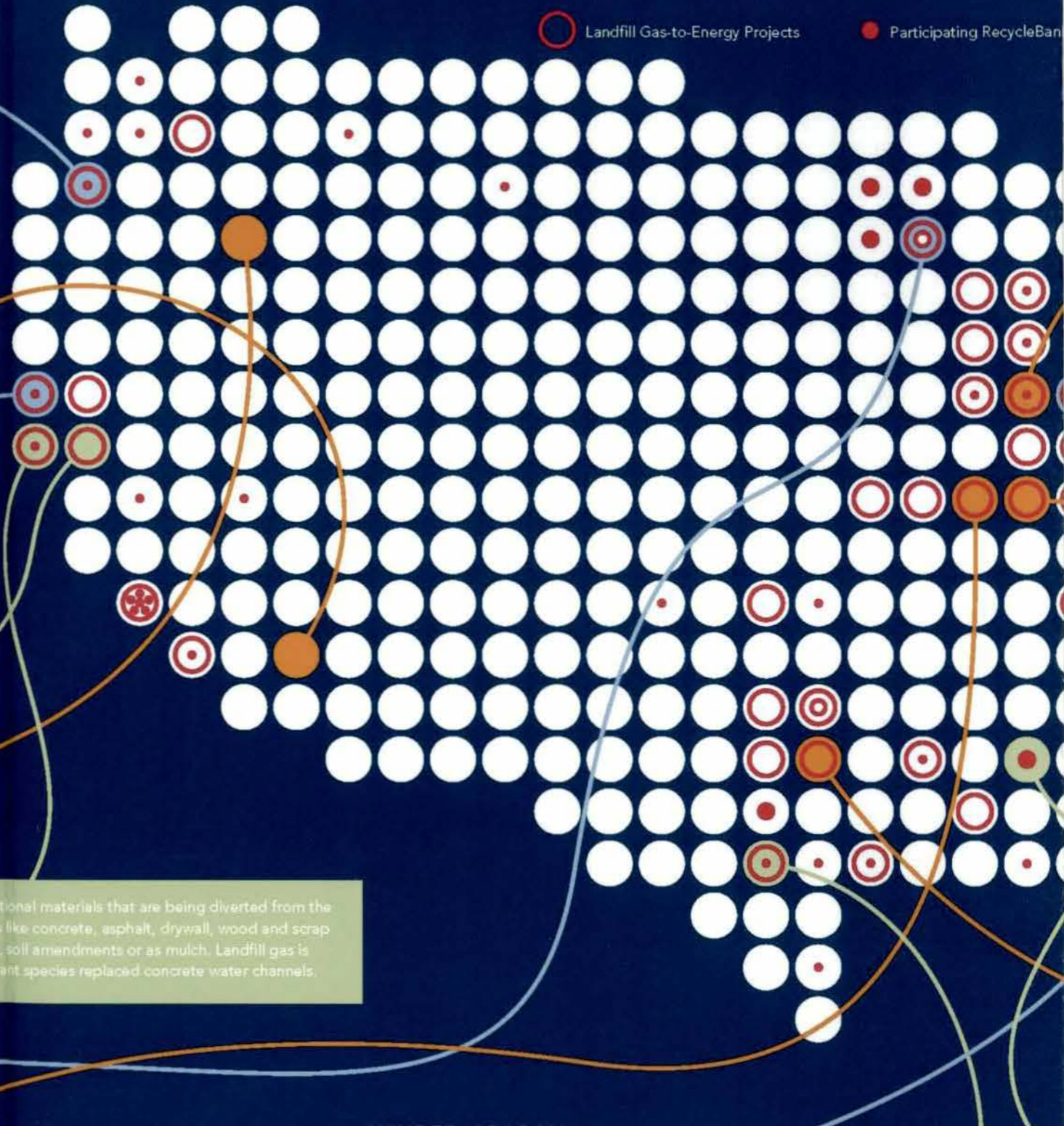
## JEFFERSON CITY, MISSOURI

Republic's Jefferson City Landfill in Missouri was named a Project of the Year by the U.S. EPA Landfill Methane Outreach Program. Natural landfill gas now provides enough renewable energy to meet the needs of nearly 2,000 average-sized homes. The use of this green energy resource reduces emissions equivalent to planting 31,000 acres of fir or pine trees. Additionally, the waste heat generated from the engines used to generate electricity is captured to provide steam and hot water for two state-owned correctional centers.

## WINDER, GEORGIA

Republic's Oak Grove Landfill gas-to-energy project in Winder, Ga. was recognized by the U.S. EPA Landfill Methane Outreach Program as a Project of the Year. The landfill supplies enough renewable energy to heat 10,500 homes. The use of this renewable resource results in 44,500 fewer tons of carbon dioxide released into the atmosphere each year.

At the Tassman Road gas-to-energy system in Atlanta, the project generates 100 megawatts of power.



Cities ● Materials Recovery Facilities

### SOUTH BARRINGTON, ILLINOIS AND ARNOLD, MISSOURI

We have found that nature is often the best solution provider. In both South Barrington, Ill. and Arnold, Mo., we are using trees and their complex microbiological processes to naturally filter water that we pump from our landfills. Phytoremediation, as the process is known, is a green technology that harnesses the ability of specific trees and plants to mitigate a range of environmental problems. The plants also play other roles at the facilities, including providing natural habitat for wildlife. The project was nationally recognized by the American Council of Engineering Companies with the National Honor Award for Engineering Excellence.

### CHICAGO, ILLINOIS

Our Chicago, Ill. division was the recipient of the Governor's Award for Sustainability for efforts to help project construction owners meet their sustainability goals through recycling of construction and demolition (C&D) debris. The award, given by the Illinois Sustainable Technology Center, recognized the company for its work to process up to 1,500 tons of C&D debris daily in order to separate usable materials for reuse. Employing both automated technology and manual sorting, the facility processes C&D loads generated from various sources including new construction, building renovations and demolition, roads, and bridges. Materials are reused and recycled in end markets such as biofuel, wood pellets, landscaping mulch, asphalt, new concrete and recycled cardboard products.

### ELYRIA, OHIO

In Elyria, Ohio and dozens of other communities nationwide, hundreds of thousands of our customers are able to be rewarded for recycling. Through a national partnership with RecycleBank, our participating customers are able to earn points that can be redeemed for discounts, full-value gift cards or charitable contributions at hundreds of participating local and national merchants and nonprofits. By year-end, more than 300,000 of our customers will have the opportunity to earn recycling rewards.

### BOSTON, MASSACHUSETTS

Established by the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) provides a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. LEED's philosophy and programs are an integral part of Republic's approach to saving energy and materials, recycling and protecting our environment. Our LEED-certified consultants in Boston and other markets nationwide specialize in sustainability and managing the LEED process for building projects of all types and sizes.

### FLOWOOD, MISSISSIPPI

At Little Dixie Landfill in Flowood, Miss. a dedication to habitat improvement and more than a decade of certification with the Wildlife Habitat Council have ensured that the facility's 635 acres are managed to maximize suitability for various species. The property comprises small ponds, a large 50-acre lake, forested areas and open grasslands. The local team works with a number of community organizations including Hinds County Soil & Water Conservation, Mississippi Forestry Commission, Mississippi Department of Wildlife, Fisheries and Parks and USDA Natural Resources Conservation Service.

### CHARLOTTE, NORTH CAROLINA

Charlotte Motor Speedway Landfill in Concord, N.C. has been certified by the Wildlife Habitat Council since 1991. The 729-acre site contains a number of habitat types including aquatic life along Rocky River. A garden was planted to improve habitat for pollinator species and nest boxes by a pond provide habitat for wood ducks and songbirds. In addition, a nature trail provides opportunities for wildlife viewing.

### SAN ANTONIO, TEXAS and ATLANTA, GEORGIA

Landfill in San Antonio, Republic combined a first-of-its-kind solar technology with an existing system to turn the facility into a sustainable energy park. The combined systems generate about 9 megawatts of power, enough to power 5,500 area homes. Our next solar landfill will be Hickory Ridge Landfill near Atlanta, which is the recipient of a \$2 million grant thanks to the American Recovery and Reinvestment Act.

### HUTCHINS, TEXAS

In Hutchins, Texas, the Company donated 20 acres of restored wetland habitat to serve as the home of Rogers Wildlife Rehabilitation Center to help injured, sick or orphaned birds return to their natural environment. It is the largest all species avian rehabilitation center of its kind in North Texas and it includes a critical care clinic, exhibits, a museum and classroom. At any given time you will find more than 600 birds, of various species, residing at the wildlife center.



When all is said and done, the positive environmental impact that Republic Services makes comes not just from our own initiatives, but through the services we provide to our customers.

Taking out the trash is not as straightforward as it once was. More and more, our customers are seeking ways to minimize their own environmental impact, and our field representatives are working with them to identify and implement the materials management program that best meets their needs. We have a growing number of specialists who are LEED® certified, meaning that they have been trained to meet the high standards of the U.S. Green Building Council's Leadership in Energy and Environmental Design program. They are uniquely qualified to offer customers assistance in waste stream reduction, recycling and energy conservation.

Forty years ago, when we celebrated the first Earth Day, just about everything that people put at the curb ended up in a landfill. Anything "left over" from a home, business or manufacturing facility was considered waste and was almost always burned or buried. Recycling was not yet a core business offered by traditional waste services companies.

Today, we look at the waste stream in different ways. We have all become more mindful of what we throw "away" and we take care to reduce what we toss, reuse what we can and recycle everything for which we have found a market.

**Our customers are seeking ways to minimize their own environmental impact, and our field representatives are working with them to identify and implement the materials management program that best meets their needs.**

Garbage is not what it used to be. Now the same material is collected, transported, processed and managed differently. Many materials that, in the past, would have been disposed of can actually be recycled into new products. They may need to be separated at the source, are often collected separately, and they must be taken to various facilities for preparation for end-market use. In short, there are a lot of infrastructure changes that go with better management of the waste stream. It's really the last link in the environmental supply chain.

We are proud to offer a variety of recycling services throughout the country. For some of our largest customers, including those with many locations or facilities that generate a great volume of material, strategic and targeted waste audits are likely the best way to identify the most sustainable and cost-effective solutions. We actually go "upstream" to see what can be done to keep materials out of the waste stream. If waste can't be eliminated, we identify alternatives to separate materials to make them more easily recyclable or marketable.

These audits can look at everything from the composition of the waste stream to the distance to recycling facilities to determine the steps that will ultimately result in the lowest environmental impact and the highest level of environmental protection. We factor in that every trip we make and every mile of road we cover has an environmental impact of its own. All of these factors and more are important when we weigh a waste stream's overall environmental impact.

## In 2009, Republic Services recycled 3.3 million tons of material.

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That's more than 200 pounds per second. By the time you read this sentence, that's another 1,000 pounds recycled.

Here are some of the environmental benefits of recycling that material:\*

### > **Reduction in greenhouse gas emissions of 9.2 million metric tons of carbon dioxide equivalent (MTCO2E)**

This is equivalent to:

- Removing 1.7 million passenger cars from roadways each year
- Conserving 1 billion gallons of gasoline
- Conserving 3.8 billion cylinders of propane used for home barbecues
- Conserving 48,037 railway cars of coal

### > **The total change in energy use is equivalent to:**

- Conserving 511,984 households' annual energy consumption
- Conserving 9,468,086 barrels of oil
- Conserving 441.8 million gallons of gasoline

\*Based on the U.S. EPA Waste Reduction Model (WARM). For explanation of methodology, see the EPA report: Solid Waste Management and Greenhouse Gases: A Life-Cycle Assessment of Emissions and Sinks (EPAS30-R-04-004) available at [http://epa.gov/climatechange/wyrd/waste/downloads/full\\_report.pdf](http://epa.gov/climatechange/wyrd/waste/downloads/full_report.pdf).

Our investment this year will bring the Company's total of natural gas vehicles to more than 480.

Natural gas is playing a major role in our operations—from fueling our trucks to recovering it from our landfills for use as an energy source for homes and businesses in communities nationwide.

This year, we are doubling our fleet of natural gas vehicles. Republic operates one of the largest private fleets of trucks in the country. This year's investment will bring the Company's total of natural gas vehicles to more than 480. Natural gas trucks are clean-burning and help reduce greenhouse gas emissions. These purchases further our efforts to reduce fuel consumption and to use alternative fuels wherever possible. Nationwide, we have more than 1,000 vehicles powered by alternative fuels.

The Company is supporting this major fleet upgrade by constructing compressed natural gas fueling stations in Boise, Idaho; Gardena, Sun Valley and Chula Vista, California; and Bellevue, Washington. A number of our fueling stations will also be open to use by other fleets and the public, further extending the benefits of this infrastructure investment.

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Republic landfills provide clean,

## Gas-To-Energy

OUR LANDFILL GAS-TO-ENERGY PROGRAM ALSO HAD A BANNER YEAR WITH THREE OF OUR NEW FACILITIES NAMED PROJECT OF THE YEAR BY THE U.S. EPA LANDFILL METHANE OUTREACH PROGRAM. ALL TOLD, OUR GAS-TO-ENERGY FACILITIES PROVIDE ENOUGH ELECTRICITY TO MEET THE NEEDS OF APPROXIMATELY 192,000 HOMES AND GAS TO HEAT ANOTHER 201,000. THE BENEFIT TO THE ENVIRONMENT IS EQUIVALENT TO REMOVING MORE THAN FOUR MILLION CARS FROM THE ROAD OR PLANTING MORE THAN 4.5 MILLION ACRES OF FIR OR PINE TREES.



we must protect and preserve the resources we all share



# Environmental protection is always front and center for us because... we live here too.

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The earth is our home. The resources available to us are ones that we share and we must protect them accordingly.

Whether it's the land uses of our operations or the fuel, energy or other resources we rely on to serve our customers and manage society's wastes, we are keenly aware that the decisions we make have an impact on the environment. We work hard to ensure that the impact is a positive one.

Trucks need fuel, recycling centers need electricity, and landfills must be carefully monitored and managed to protect air, land and water. While these are necessary and regulated business actions, it is also the right thing to do. It makes business sense as well as common sense because we live here too.

In every community that we serve, we have employees who live, work and play in that community. They breathe the same air, drink the same water and their kids play in the same neighborhood parks. We take good care because we live here too.



we're committed to a more sustainable world



A year ago, we pledged to do a number of things to further our commitment to sustainability. This included establishing a Sustainability Team, incorporating our environmental principles into our planning process, reducing our consumption of natural resources, and increasing renewable energy produced and used by our business. We're pleased to have done these things and many more.

Day in and day out, as we serve our customers, we aim to minimize any impact on the environment. We do this by ensuring that our operations and activities are undertaken in a manner consistent with best environmental practices, and by continuing to develop new and better ways to manage our customers' waste materials while protecting the environment.

Our Sustainability Team includes innovators from across the various Company departments; they are leading the way for all of us. The team's charter is to enhance the organization's environmental responsibility by providing solutions for our Company, our customers and the communities we serve while growing our business.

This past year was an exciting one for us, with a number of environmental initiatives at play. We co-organized the inaugural Residential Recycling Conference which brought more than 500 attendees together with experts on residential recycling collection and processing and the sale of recycled commodities. We also continued to invest in more fuel efficient and cleaner burning engines in our collection vehicles. In fact, we doubled the number of natural gas vehicles that we have on the road. We are proud that a number of our projects have been recognized with sustainability awards locally as well as at the state and national levels, including three of our landfill gas-to-energy projects which were named Project of the Year by the U.S. EPA Landfill Methane Outreach Program.

We remain committed to providing industry-leading solid waste and environmental services to our customers and look forward to additional partnerships with our vendors, customers and the communities we serve to advance sustainability efforts nationwide.

James E. O'Connell  
Chairman of the Board & Chief Executive Officer

Donald W. Siegel  
President & Chief Operating Officer

The 40th anniversary of Earth Day was an opportunity for Republic Services to educate and make a difference.



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This year marked the 40th anniversary of Earth Day. Since 1970, much has changed in this country environmentally. Environmental regulations, public sentiment and corporate and individual responsibility are all part of the waves of change that have meant cleaner air, land and water.

We are proud that each and every day we provide environmentally responsible disposal solutions for businesses and communities nationwide. Regulations in our industry ensure that human health and the environment are protected well before the first piece of waste goes into a landfill and for decades after the last load of trash is accepted.

In 2010, Republic Services used Earth Day as a platform for environmental education and community outreach. All of our field divisions were given tools and encouraged to host or participate in local Earth Day events. Hundreds of our employees and their family members and friends worked side by side with members of the communities we serve to make a difference for the environment in April.

Divisions in 25 states participated with community cleanups, classroom presentations and seedling giveaways. More than 120 volunteers from our headquarters office in Phoenix cleaned up a local park and installed trail markers. All in all, the positive impact was tremendous.

we made the 40th anniversary of earth day a local affair



# The Residential Recycling Conference gathered experts in order to impact the success of residential recycling.

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Republic co-organized the inaugural national Residential Recycling Conference in partnership with Waste & Recycling News. We were motivated by our desire to grow and improve participation in residential recycling programs across the country.

More than 500 individuals interested in maximizing residential recycling efforts gathered in Chicago in March 2010 to learn from peers, industry leaders and recycling experts. Delivering solutions for serious recyclers, the conference and exhibition focused entirely on technology and innovations for and about the business of residential recycling.

It was a forum for learning and for identifying ways to advance recycling locally and nationally. Two dozen presenters addressed changes in regulations, technology, end-use markets and public sentiment. Republic felt privileged to help organize and support such an exchange of best practices and new ideas, and we are proud that we will again be working with Waste & Recycling News to co-organize next year's event to be held in Nashville in March.

SO MANY THINGS IMPACT THE SUCCESS OF A RESIDENTIAL RECYCLING PROGRAM—THE QUALIFICATIONS OF YOUR SERVICE PROVIDER, THE MARKETABILITY OF YOUR MATERIALS, THE EDUCATION AND PARTICIPATION OF YOUR RESIDENTS. THE RESIDENTIAL RECYCLING CONFERENCE OFFERED RESOURCES IN THE FORM OF EXPERTS TO HELP WITH ALL OF THESE THINGS.

LORRIE ANDERLE, RECYCLING COORDINATOR FOR THE CITY OF ARLINGTON, TEXAS



republic is taking residential recycling to new levels

MA - 1500- NA11000024- 1- New- Pending

Action Menu

Load T and C Ship/Bill To Lines



General Information

Document Name :	City Facilities Collection Services	Procurement Folder :	12470
Record Date :	<input type="text"/>	Procurement Type ID :	1
Budget FY :	<input type="text"/>	Uncla	
Fiscal Year :	<input type="text"/>	Cited Authority :	<input type="text"/>
Period :	<input type="text"/>	Effective Begin Date :	12/01
Document Description :	Provide Refuse and Recycling Collection Services at City Fac	Expiration Date :	11/30
Calculated Document Total :	\$0.00	Board Award Number :	47
Total Orders :	\$0.00	Board Award Date :	11/18
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Total of All Attachments :	0	Allow Partial Payment :	<input checked="" type="checkbox"/>
		Allow Partial Receipts :	<input checked="" type="checkbox"/>
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		Replaces Award Doc Dept :	<input type="text"/>
		Replaces Award ID :	<input type="text"/>
		Replaced By Award Doc Code :	
		Replaced By Award Doc Dept :	
		Replaced By Award ID :	
		Default Form :	<input type="text"/>

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**SUBJECT:** Authorize award and execution of a 36-month requirements supply contract with **ALLIED WASTE SERVICES OF AUSTIN**, Del Valle, TX., for refuse and recycling collection services for city departments in an estimated amount not to exceed \$3,022,770, with three 12-month extension options in an estimated amount not to exceed \$1,007,590 for each option, for a total estimated contract amount not to exceed \$6,045,540.

**AMOUNT & SOURCE OF FUNDING:** Funding in the amount of \$839,658 is available in the Fiscal Year 2010 - 2011 Operating Budget of the of participating City departments. Funding for the remaining twenty-six months of the initial contract period and extension options is contingent upon available funding in future budgets.

**FISCAL NOTE:** There is no unanticipated fiscal impact. A fiscal note is not required

**PURCHASING:** Best evaluated bid of three bids received.

**PRIOR COUNCIL ACTION:** N/A

**BOARD AND COMMISSION ACTION:** Three (3) year contract draft was presented to the Solid Waste Advisory Commission on September 18th, 2010.

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

**FOR MORE INFORMATION CONTACT:** Steve Cocke, Buyer II, 974-2003

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MBE/WBE solicited: 73/13

MBE/WBE bid: 0/0

This contract will provide trash dumpsters/roll-offs, compactors and balers for cardboard, of various sizes and collection frequencies, for City departments/facilities including, but not limited to: Aviation Department, Convention Center, Palmer Events Center, Austin Energy, Financial Services Department, Library Department, Parks and Recreation Department, Police Department, Fire Department, Austin Water Utility, Public Works, Communications and Technology Management, and the Health Department.

The Solid Waste Services Department does not provide these services because they do not have the type of equipment that is required. They do, however, manage this contract. 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.

**BID TABULATION**

**IFB, BEST VALUE No. SDC0158**

**REFUSE AND RECYCLING COLLECTION SERVICES - CITY  
DEPARTMENTS**

<b><u>VENDOR</u></b>	<b><u>TOTAL BID</u></b>
<b>Allied Waste Services of Texas Del Valle, TX.</b>	<b>\$1,007,590</b>
Waste Management of Texas Houston, TX	\$1,337,231.14
Texas Disposal Systems Austin, TX	\$1,278,680

Note: An invitation for bid, best value method was used for this solicitation. Award was based on evaluation criteria including cost, experience/qualifications, equipment lists, company involvement, and resource dedication & service level. A copy of the bid tabulation and Group Evaluation Matrix is on file in the Purchasing Office and is on the City of Austin, FASD Purchasing Office website.

**PRICE ANALYSIS**

- a. Adequate competition.
- b. Five hundred twenty four notices were sent, including seventy three MBE and eighteen WBE firms. Three bids were received, with no responses from the MBE or WBE firms.
- c. The pricing offered represents an 18% increase to the last contract award in December 2005.

**APPROVAL JUSTIFICATION**

- a. Best evaluated bid received. Allied Waste Services of Texas is not the current provider of these services.
- b. The Purchasing Office concurs with the Solid Waste Service's recommended award.
- c. Advertised in the Austin American-Statesman and on the Internet.

A U S T I N C I T Y C O U N C I L

## AGENDA



Thursday, November 18, 2010

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**Purchasing Office  
RECOMMENDATION FOR COUNCIL ACTION**
**ITEM No. 47**

**Subject:** Authorize award and execution of a 36-month requirements supply contract with ALLIED WASTE SERVICES OF AUSTIN, Del Valle, TX, or one of the other qualified bidders for IFB-BV No. SDC0158, for refuse and recycling collection services for city departments in an estimated amount not to exceed \$3,022,770, with three 12-month extension options in an estimated amount not to exceed \$1,007,590 for each extension option, for a total estimated contract amount not to exceed \$6,045,540.

**Amount and Source of Funding:** Funding in the amount of \$839,658 is available in the Fiscal Year 2010-2011 Operating Budget of the of participating City departments. Funding for the remaining twenty-six months of the initial contract period and extension options is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required

**For More Information:** Steve Cocke, Buyer II, 974-2003

**Purchasing Language:** Best evaluated bid of three bids received.

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

**Boards and Commission Action:** Recommended by the Solid Waste Advisory Commission. Recommended by the Water Wastewater Commission. To be reviewed by the Electric Utility Commission on November 15, 2010.

**Additional Backup  
Material**

(click to open)

 **MATRIX**

This contract will provide trash dumpsters/roll-offs, compactors and balers for cardboard, of various sizes and collection frequencies, for City facilities including, but not limited to: Aviation Department, Convention Center, Palmer Events Center, Austin Energy, Financial Services Department, Library Department, Parks and Recreation Department, Police Department, Fire Department, Austin Water Utility, Public Works, Communications and Technology Management, and the Health Department. The Solid Waste Services Department (SWS) does not provide these services since they do not have the type of equipment that is required to perform these services. SWS does manage this contract and is responsible for monitoring the Contractor's performance. 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.

This request allows for the execution of a contract with a bidder, who provides the best value to the City, that Council selects. If this bidder does not execute a contract with the City, staff will return to Council so that Council may select another best value bidder and authorize a contract with this bidder.

MBE/WBE solicited: 73/18 MBE/WBE bid: 0/0

PRICE ANALYSIS a. Adequate competition. b. Five hundred twenty-four notices were sent, including 73 MBEs and 18 WBEs. Three bids were received, with no response from the MBE/WBEs. c. The pricing offered represents an 18% increase to the last contract award in December 2005. The increase is due to having additional facilities added for future growth and a provision for collecting recyclables that was not included in the previous contract.

APPROVAL JUSTIFICATION a. Best evaluated bid received. Allied Waste Services of Texas is not the current provider of these services. b. The Purchasing Office concurs with the Solid Waste Service's recommended award. c. Advertised in the Austin American-Statesman and on the Internet.

**Cocke, Steven**

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**From:** Castro, Carolyn  
**Sent:** Thursday, November 18, 2010 4:37 PM  
**To:** Aden, Steve; Banda, Cruz; Ceder, Sydney; Cocke, Steven; Loots, Gage; Osborne, Mick; Williams, Karen; Xoomsai, Sai; Patterson, Sharon  
**Cc:** Mueller, Lynn; Harris, Shawn; Ledesma, Rosemary; Thorpe, Lynda; Fudge, Rick  
**Subject:** COUNCIL ACTION 11/18/10 - ALL PURCHASING ITEMS APPROVED  
**Attachments:** logo-austin.gif

**AUDIT NOTE:** You are responsible for ensuring a copy of the final RCA and Council's approval are included in the contract file. This email can serve as Council approval. To access the final RCA, click on the "Backup Material" link located at each agenda item.



**Clerk's Disposition -- Thursday, November 18, 2010**

**Purchasing Office**


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33. Authorize award and execution of a 24-month requirements service contract with KELI LABS TEXAS, Grand Prairie, TX, for test instrument calibration services in an estimated amount not to exceed \$64,930, with three 12-month extension options in an estimated amount not to exceed \$32,465 per extension option, for a total estimated contract amount not to exceed \$162,325. Funding in the amount of \$27,055 is available in the Fiscal Year 2010-2011 Operating Budget of Austin Energy. Funding for the remaining 14 months of the original contract period and extension options is contingent upon available funding in future budgets. Sole bid received. This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. Recommended by the Electric Utility Commission.

 Backup Material **Action Taken:** Consent

34. Authorize award and execution of a 12-month requirements service contract with U. S. SECURITY ASSOCIATES, INC, Austin, TX, or one of the other qualified bidders to IFB-BV No. KDW0060, to provide unarmed uniformed security guard services in an estimated amount not to exceed \$1,478,110, with four 12-month extension options in an estimated amount not to exceed \$1,478,110 per extension option, for a total estimated contract amount not to exceed \$7,390,550. Funding in the amount of \$1,354,934 is available in the Fiscal Year 2010-2011 Operating Budget of Austin Energy. Funding for the remaining month of the original contract period and extension options is contingent upon available funding in future budgets. Best evaluated bid of nine bids received. This contract will be


awarded in compliance with Chapter 2-9C of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. Recommended by the Electric Utility Commission.

 Backup Material **Action Taken:** Approved

#### PULLED FOR SPEAKERS


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- 35 . Authorize award and execution of a service contract with EXCEL CONSTRUCTION SERVICES, LLC, Leander, TX for the replacement and installation of filter backwash valves and actuators for the Austin Water Utility in an estimated amount not to exceed \$85,800. Funding is available in the Fiscal Year 2010–2011 Capital Budget of the Austin Water Utility. Sole bid received. This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. Recommended by the Water and Wastewater Commission.

 Backup Material **Action Taken:** Consent

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- 36 . Authorize award and execution of a 36-month requirements supply contract for the purchase of miscellaneous utility supplies with HAVERDA ENTERPRISES INC., dba ACE CONTRACTOR SUPPLY, Austin, TX, in an estimated amount not to exceed \$91,365, with three 12-month extension options in an estimated amount not to exceed \$30,455 per extension option, for a total estimated contract amount not to exceed \$182,730. Funding in the amount \$25,380 is available in the Fiscal Year 2010–2011 Operating Budget of the Austin Water Utility. Funding for the remaining 26 months of the original contract period and extension options is contingent upon available funding in future budgets. Lowest bid of four bids received. This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. Recommended by the Water and Wastewater Commission.

 Backup Material **Action Taken:** Consent

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- 37 . Authorize award and execution of a 36-month requirements supply contract with HD SUPPLY WATERWORKS, Round Rock, TX, for the purchase of ball and gate valves of various types and sizes for the Austin Water Utility in an estimated amount not to exceed \$614,376, with three 12-month extension options in an estimated amount not to exceed \$204,792 per extension option, for a total estimated contract amount not to exceed \$1,228,752. Funding in the amount of \$170,660 is available in the Fiscal Year 2010-2011 Operating Budget of the Austin Water Utility. Funding for the remaining 26 months of the original contract period and extension options is contingent upon available funding in future budgets. Lowest bid of four bids received. This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women

Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. Recommended by the Water and Wastewater Commission.

 Backup Material **Action Taken:** Consent


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38. Authorize award and execution of two 36-month requirements supply contracts for the purchase of ductile iron fittings and pipe joint restraints of various sizes for the Austin Water Utility with: TECHLINE PIPE L.P., Austin, TX, in an estimated amount not to exceed \$310,836, with three 12-month extension options in an estimated amount not to exceed \$103,612 per extension option, for a total estimated contract amount not to exceed \$621,672, and with HD SUPPLY WATER WORKS, Round, TX, in an estimated amount not to exceed \$100,431, with three 12-month extension options in an estimated amount not to exceed \$33,477 per extension option, for a total estimated contract amount not to exceed \$200,862. Funding in the amount of \$86,343 is available in the Fiscal Year 2010-2011 Operating Budget of the Austin Water Utility. Funding for the remaining 26 months of the original contract period and extension options is contingent upon available funding in future budgets. Lowest two bids of four bids received. This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation.

 Backup Material **Action Taken:** Consent

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39. Authorize award and execution of a contract with THOMAS CONVEYOR COMPANY, Burleson, TX for the fabrication and delivery of lime slurry grit removal systems for the Austin Water Utility, in an estimated amount not to exceed \$199,488. Funding is available in the Fiscal Year 2010-2011 Capital Budget of the Austin Water Utility. Lowest bid of two bids received. This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. Recommended by the Water and Wastewater Commission.

 Backup Material **Action Taken:** Consent

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40. Authorize award and execution of a 32-month requirements supply contract through the Texas Multiple Award Schedule (TXMAS) cooperative purchasing program with FORD AUDIO-VIDEO, Austin, TX, for the purchase and installation of audiovisual equipment for the Austin Convention Center Department in an estimated amount not to exceed \$275,000. Funding in the amount of \$75,000 is available in the Fiscal Year 2010-2011 Operating Budget of the Austin Convention Center Department. Funding for the remaining 21 months of the original contract period and extension options is contingent upon available funding in future budgets. This Cooperative Contract is exempt from the MBE/WBE Ordinance. This exemption is in compliance with Chapter 2-9D of

the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this contract.

 Backup Material **Action Taken:** Consent


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41. Authorize award, negotiation, and execution of Amendment No. 1 to a 36-month contract with AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES, Alexandria, VA, for the purchase and integration of a new Spanish language security training module in an amount not to exceed \$21,500 for a revised total contract amount not to exceed \$54,800. Funding in the amount of \$21,500 is available in the Fiscal Year 2010-2011 Operating Budget of the Department of Aviation. Contract Amendment. This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. Recommended by the Airport Advisory Commission.

 Backup Material **Action Taken:** Consent

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42. Authorize award and execution of a 12-month requirements supply contract with VIDACARE, Shavano Park, TX for the purchase of EZ-IO® intraosseous infusion supplies for the Emergency Medical Services Department in an estimated amount not to exceed \$173,873, with two 12-month extension options in an estimated amount not to exceed \$173,873 per extension option, for a total estimated contract amount not to exceed \$521,619. Vidacare is the single source for these supplies. Funding in the amount of \$144,894 is available in the Fiscal Year 2010-2011 Operating Budget of the Emergency Medical Services Department. Funding for the remaining two months of the original contract period and extension options is contingent upon available funding in future budgets. This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

 Backup Material **Action Taken:** Consent

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43. Authorize award and execution of a contract with RONNIE MAX OLDHAM, dba CLEANFUEL CONVERSIONS, Austin, TX, or the other qualified bidder to IFB-BV No. AMC0022, to provide equipment and services to retrofit Prius vehicles with alternative power in an estimated amount not to exceed \$440,100. Funding in the amount of \$437,100 is available in the Fiscal Year 2010-2011 Emission Reduction grant from the Comptroller of Public Accounts, State Energy Conservation Office. Best evaluated bid of two bids received. This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

 Backup Material **Action Taken:** Consent

- 
- 44 . Authorize award and execution of a contract through the Texas Local Government Purchasing Cooperative (BuyBoard) with PHILPOTT MOTORS, LTD, Nederland, TX, for the purchase of 129 police patrol sedans in an amount not to exceed \$3,219,784.59. Funding is available in the Fiscal Year 2010-2011 Vehicle Acquisition Fund. This Cooperative Contract is exempt from the MBE/WBE Ordinance. This exemption is in compliance with Chapter 2-9D of the City Code (Minority –Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this contract.  
 Backup Material **Action Taken:** Consent
- 
- 45 . Authorize award and execution of a 12-month requirements contract with ELK ELECTRIC, INC., Austin, TX, for electrical maintenance services in an estimated amount not exceed \$300,000, with five 12-month extension options in estimated amounts not to exceed \$325,000 for the first extension option, \$325,000 for the second extension option, \$330,000 for the third extension option, \$330,000 for the fourth extension option, and \$340,000 for the fifth extension option, for a total estimated contract amount not to exceed \$1,950,000. Funding in the amount of \$250,000 is available in the Fiscal Year 2010-2011 Operating Budget of the Parks and Recreation Department. Funding for the remaining two months of the original contract period and extension options is contingent upon available funding in future budgets. Lowest bid of three bids received. This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.  
 Backup Material **Action Taken:** Consent
- 
- 46 . Authorize award and execution of a contract with LOADOMETER CORPORATION, Forest Hill, MD for the purchase of 16 portable wheel load scales for the Austin Police Department in an amount not to exceed \$70,320. Funding is available in the Fiscal Year 2010-2011 Operating Budget of the Austin Police Department funded by the 2009 Department of Justice Assistance Grant Program. Lowest bid meeting specification of three bids received. This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.  
 Backup Material **Action Taken:** Consent

**PER CHANGES AND CORRECTIONS - Funding is available in the 2009 Department of Justice Assistance Grant Program Budget.**

- 
- 47 . Authorize award and execution of a 36-month requirements supply contract with ALLIED WASTE SERVICES OF AUSTIN, Del Valle, TX, or one of the other



qualified bidders for IFB-BV No. SDC0158, for refuse and recycling collection services for city departments in an estimated amount not to exceed \$3,022,770, with three 12-month extension options in an estimated amount not to exceed \$1,007,590 for each extension option, for a total estimated contract amount not to exceed \$6,045,540. Funding in the amount of \$839,658 is available in the Fiscal Year 2010-2011 Operating Budget of the of participating City departments. Funding for the remaining twenty-six months of the initial contract period and extension options is contingent upon available funding in future budgets. Best evaluated bid of three bids received. This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation. Recommended by the Solid Waste Advisory Commission. Recommended by the Water Wastewater Commission. To be reviewed by the Electric Utility Commission on November 15, 2010.

 Backup Material **Action Taken:** Consent

**PER CHANGES AND CORRECTIONS -  
Recommended by the Electric Utility Commission.**

Thank You  
Carolyn

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**BID TABULATION  
CITY OF AUSTIN  
REFUSE COLLECTION & HAULING SERVICES FOR CITY OF AUSTIN DEPARTMENTS**

**BID NO.** SDC0158 BV  
**RX NO.** 1500 10072000526  
**DATE:** 8/26/2010  
**BUYER:** Steve Cocke

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Allied Waste Services		Waste Management of TX		Texas Disposal Systems			
City, State				Del Valle, TX		Houston, TX		Austin, TX			
MBE/WBE											
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
REFUSE CONTAINERS (DUMPSTERS)											
1.1	Dumpster Size 3 YD	3	EA	\$57.50	\$2,070.00	\$30.44	\$1,095.84	\$64.00	\$2,304.00		
1.2	Dumpster Size 3 YD	3	EA	\$108.00	\$3,888.00	\$60.88	\$2,191.68	\$119.00	\$4,284.00		
1.3	Dumpster Size 3 YD	3	EA	\$158.50	\$5,706.00	\$91.32	\$3,287.52	\$174.00	\$6,264.00		
1.4	Dumpster Size 3 YD	1	EA	\$209.00	\$2,508.00	\$121.76	\$1,461.12	\$229.00	\$2,748.00		
1.5	Dumpster Size 4 YD	10	EA	\$64.50	\$7,740.00	\$40.59	\$4,870.80	\$71.00	\$8,520.00		
1.6	Dumpster Size 4 YD	6	EA	\$120.00	\$8,640.00	\$81.18	\$5,844.96	\$131.00	\$9,432.00		
1.7	Dumpster Size 4 YD	5	EA	\$175.50	\$10,530.00	\$121.76	\$7,305.60	\$192.00	\$11,520.00		
1.8	Dumpster Size 4 YD	2	EA	\$231.00	\$5,544.00	\$162.35	\$3,896.40	\$253.00	\$6,072.00		
1.9	Dumpster Size 4 YD	1	EA	\$286.50	\$3,438.00	\$202.94	\$2,435.28	\$313.00	\$3,756.00		
1.10	Dumpster Size 4 YD	1	EA	\$342.00	\$4,104.00	\$243.53	\$2,922.36	\$374.00	\$4,488.00		
1.11	Dumpster Size 6 YD	20	EA	\$77.50	\$18,600.00	\$60.88	\$14,611.20	\$88.00	\$21,120.00		
1.12	Dumpster Size 6 YD	6	EA	\$143.00	\$10,296.00	\$121.76	\$8,766.72	\$160.00	\$11,520.00		
1.13	Dumpster Size 6 YD	2	EA	\$208.00	\$4,992.00	\$182.65	\$4,383.60	\$231.00	\$5,544.00		
1.14	Dumpster Size 6 YD	1	EA	\$274.00	\$3,288.00	\$243.53	\$2,922.36	\$303.00	\$3,636.00		
1.15	Dumpster Size 6 YD	1	EA	\$339.50	\$4,074.00	\$304.41	\$3,652.92	\$375.00	\$4,500.00		
1.16	Dumpster Size 8 YD	35	EA	\$89.50	\$37,590.00	\$81.18	\$34,095.60	\$100.00	\$42,000.00		
1.17	Dumpster Size 8 YD	10	EA	\$164.00	\$19,680.00	\$162.35	\$19,482.00	\$184.00	\$22,080.00		
1.18	Dumpster Size 8 YD	3	EA	\$240.00	\$8,640.00	\$243.53	\$8,767.08	\$267.00	\$9,612.00		
1.19	Dumpster Size 8 YD	1	EA	\$316.00	\$3,792.00	\$324.71	\$3,896.52	\$350.00	\$4,200.00		
1.20	Dumpster Size 8 YD	1	EA	\$391.00	\$4,692.00	\$405.88	\$4,870.56	\$433.00	\$5,196.00		
1.21	Dumpster Size 10 YD	15	EA	\$104.00	\$18,720.00	\$101.47	\$18,264.60	\$112.00	\$20,160.00		
1.22	Dumpster Size 10 YD	10	EA	\$189.00	\$22,680.00	\$202.94	\$24,352.80	\$206.00	\$24,720.00		
1.23	Dumpster Size 10 YD	1	EA	\$275.00	\$3,300.00	\$304.41	\$3,652.92	\$301.00	\$3,612.00		
1.24	Dumpster Size 10 YD	1	EA	\$361.00	\$4,332.00	\$405.88	\$4,870.56	\$395.00	\$4,740.00		
1.25	Dumpster Size 10 YD	1	EA	\$446.00	\$5,352.00	\$507.35	\$6,088.20	\$490.00	\$5,880.00		
1.26	Dumpster Size 10 YD	1	EA	\$532.00	\$6,384.00	\$608.82	\$7,305.84	\$584.00	\$7,008.00		
SUB-TOTAL (Items 1.1 - 1.26)				\$230,580.00		\$205,295.04		\$254,916.00			

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**BID TABULATION  
CITY OF AUSTIN**

**REFUSE COLLECTION & HAULING SERVICES FOR CITY OF AUSTIN DEPARTMENTS**

**BID NO.** SDC0158 BV  
**RX NO.** 1500 10072000526  
**DATE:** 8/26/2010  
**BUYER:** Steve Cocke

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Allied Waste Services		Waste Management of TX		Texas Disposal Systems			
City, State				Del Valle, TX		Houston, TX		Austin, TX			
MBE/WBE											
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>SINGLE-STREAM RECYCLING CONTAINERS (DUMPSTERS)</b>											
1.27	Container Size 4 YD	10	EA	\$58.50	\$7,020.00	\$52.63	\$6,315.60	\$61.00	\$7,320.00		
1.28	Container Size 4 YD	20	EA	\$100.00	\$24,000.00	\$105.26	\$25,262.40	\$113.00	\$27,120.00		
1.29	Container Size 4 YD	60	EA	\$141.50	\$101,880.00	\$157.89	\$113,680.80	\$166.00	\$119,520.00		
1.30	Container Size 4 YD	20	EA	\$183.00	\$43,920.00	\$210.52	\$50,524.80	\$218.00	\$52,320.00		
1.31	Container Size 4 YD	10	EA	\$224.50	\$26,940.00	\$263.15	\$31,578.00	\$270.00	\$32,400.00		
<b>SUB-TOTAL (Items 1.27 - 1.31)</b>				<b>\$203,760.00</b>		<b>\$227,361.60</b>		<b>\$238,680.00</b>			
<b>SPECIAL COLLECTIONS / EVENTS</b>											
1.32	3 YD	30	EA	\$57.50	\$1,725.00	\$47.70	\$1,431.00	\$45.00	\$1,350.00		
1.33	4 YD	30	EA	\$64.50	\$1,935.00	\$53.00	\$1,590.00	\$50.00	\$1,500.00		
1.34	6 YD	30	EA	\$77.50	\$2,325.00	\$58.30	\$1,749.00	\$60.00	\$1,800.00		
1.35	8 YD	45	EA	\$89.00	\$4,005.00	\$63.60	\$2,862.00	\$70.00	\$3,150.00		
1.36	10 YD	65	EA	\$104.00	\$6,760.00	\$68.90	\$4,478.50	\$85.00	\$5,525.00		
1.37	4 YD Recycling Container	50	EA	\$58.50	\$2,925.00	\$56.18	\$2,809.00	\$50.00	\$2,500.00		
<b>SUB-TOTAL (Items 1.32 - 1.37)</b>				<b>\$19,675.00</b>		<b>\$14,919.50</b>		<b>\$15,825.00</b>			
<b>ROLL-OFF / COMPACTOR RENTAL</b>											
1.38	20 YD	8	EA	\$65.00	\$6,240.00	\$105.00	\$10,080.00	\$60.00	\$5,760.00		
1.39	30 YD	22	EA	\$70.00	\$18,480.00	\$105.00	\$27,720.00	\$60.00	\$15,840.00		
1.40	40 YD	20	EA	\$75.00	\$18,000.00	\$105.00	\$25,200.00	\$60.00	\$14,400.00		
1.41	20 YD COMP	1	EA	\$450.00	\$5,400.00	\$475.00	\$5,700.00	\$400.00	\$4,800.00		
1.42	34 YD COMP	4	EA	\$450.00	\$21,600.00	\$525.00	\$25,200.00	\$400.00	\$19,200.00		
1.43	40 YD COMP	4	EA	\$450.00	\$21,600.00	\$575.00	\$27,600.00	\$400.00	\$19,200.00		
1.44	BAILER	1	EA	\$100.00	\$1,200.00	\$400.00	\$4,800.00	\$300.00	\$3,600.00		
<b>SUB-TOTAL (Items 1.38 - 1.44)</b>				<b>\$92,520.00</b>		<b>\$126,300.00</b>		<b>\$82,800.00</b>			
<b>ROLL-OFF / COMPACTOR RENTAL HAULING FEES</b>											
1.45	20 YD	200	EA	\$240.00	\$48,000.00	\$344.50	\$68,900.00	\$328.00	\$65,600.00		
1.46	30 YD	600	EA	\$255.00	\$153,000.00	\$371.00	\$222,600.00	\$328.00	\$196,800.00		
1.47	40 YD	220	EA	\$270.00	\$59,400.00	\$397.50	\$87,450.00	\$360.00	\$79,200.00		

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**BID TABULATION  
CITY OF AUSTIN  
REFUSE COLLECTION & HAULING SERVICES FOR CITY OF AUSTIN DEPARTMENTS**

**BID NO.** SDC0158 BV  
**RX NO.** 1500 10072000526  
**DATE:** 8/26/2010  
**BUYER:** Steve Cocks

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Allied Waste Services		Waste Management of TX		Texas Disposal Systems			
City, State				Del Valle, TX		Houston, TX		Austin, TX			
MBE/WBE											
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.48	20 YD COMP	52	EA	\$255.00	\$13,260.00	\$530.00	\$27,560.00	\$328.00	\$17,056.00		
1.49	34 YD COMP	35	EA	\$273.00	\$9,555.00	\$556.50	\$19,477.50	\$341.00	\$11,935.00		
1.50	40 YD COMP	70	EA	\$285.00	\$19,950.00	\$689.00	\$48,230.00	\$374.00	\$26,180.00		
1.51	BAILER	12	EA	\$250.00	\$3,000.00	\$424.00	\$5,088.00	\$400.00	\$4,800.00		
SUB-TOTAL (Items 1.45 - 1.51)				\$306,165.00		\$479,305.50		\$401,571.00			
ON-CALL											
1.52	20 YD	50	EA	\$255.60	\$12,780.00	\$344.50	\$17,225.00	\$560.00	\$28,000.00		
1.53	30 YD	130	EA	\$261.50	\$33,995.00	\$371.00	\$48,230.00	\$560.00	\$72,800.00		
1.54	40 YD	130	EA	\$277.00	\$36,010.00	\$397.50	\$51,675.00	\$592.00	\$76,960.00		
1.55	20 YD COMP	25	EA	\$255.00	\$6,375.00	\$530.00	\$13,250.00	\$600.00	\$15,000.00		
1.56	34 YD COMP	25	EA	\$273.00	\$6,825.00	\$556.50	\$13,912.50	\$600.00	\$15,000.00		
1.57	40 YD COMP	25	EA	\$285.00	\$7,125.00	\$689.00	\$17,225.00	\$600.00	\$15,000.00		
1.58	BULKY ITEM PICK-UP	52	EA	\$255.00	\$13,260.00	\$375.00	\$19,500.00	\$400.00	\$20,800.00		
SUB-TOTAL (Items 1.52 - 1.58)				\$116,370.00		\$181,017.50		\$243,560.00			
CITY OF AUSTIN FURNISHED EQUIPMENT											
1.59	40 YD COMP	72	EA	\$285.00	\$20,520.00	\$689.00	\$49,608.00	\$374.00	\$26,928.00		
SPECIAL CLEANING FEE FOR ROLL-OFFS											
1.60	Estimated # of Roll-Offs (Compactors) to be Cleaned Yearly	72	EA	\$250.00	\$18,000.00	\$742.00	\$53,424.00	\$200.00	\$14,400.00		
TOTAL BID (Items 1.1 - 1.60)				\$1,007,590.00		\$1,337,231.14		\$1,278,680.00			
ITEMS 1.61 THROUGH 1.94 FOR INFORMATIONAL PURPOSES ONLY:											
REFUSE CONTAINERS											
1.61	3 YD	1	EA	\$259.50	\$259.50	\$170.70	\$170.70	\$286.00	\$286.00		
1.62	3 YD	1	EA	\$310.00	\$310.00	\$204.85	\$204.85	\$342.00	\$342.00		
1.63	3 YD	1	EA	\$259.00	\$259.00	\$238.99	\$238.99	\$286.00	\$286.00		
1.64	6 YD	1	EA	\$405.00	\$405.00	\$409.69	\$409.69	\$450.00	\$450.00		
1.65	8 YD	1	EA	\$467.00	\$467.00	\$546.26	\$546.26	\$522.00	\$522.00		

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**BID TABULATION  
CITY OF AUSTIN  
REFUSE COLLECTION & HAULING SERVICES FOR CITY OF AUSTIN DEPARTMENTS**

**BID NO.** SDC0158 BV  
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**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Allied Waste Services		Waste Management of TX		Texas Disposal Systems			
City, State				Del Valle, TX		Houston, TX		Austin, TX			
MBE/WBE											
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>RECYCLING CONTAINERS</b>											
1.66	3 YD	1	EA	\$53.50	\$53.50	\$44.27	\$44.27	\$61.00	\$61.00		
1.67	4 YD	1	EA	\$90.00	\$90.00	\$88.54	\$88.54	\$113.00	\$113.00		
1.68	5 YD	1	EA	\$128.00	\$128.00	\$132.81	\$132.81	\$166.00	\$166.00		
1.69	6 YD	1	EA	\$170.00	\$170.00	\$177.08	\$177.08	\$218.00	\$218.00		
1.70	7 YD	1	EA	\$210.00	\$210.00	\$221.35	\$221.35	\$270.00	\$270.00		
<b>ROLL-OFFS</b>											
1.71	20 YD	1	EA	\$480.00	\$480.00	\$344.50	\$344.50	\$560.00	\$560.00		
1.72	20 YD	1	EA	\$720.00	\$720.00	\$344.50	\$344.50	\$560.00	\$560.00		
1.73	20 YD	1	EA	\$960.00	\$960.00	\$344.50	\$344.50	\$560.00	\$560.00		
1.74	20 YD	1	EA	\$1,200.00	\$1,200.00	\$344.50	\$344.50	\$560.00	\$560.00		
1.75	20 YD	1	EA	\$1,440.00	\$1,440.00	\$344.50	\$344.50	\$560.00	\$560.00		
1.76	30 YD	1	EA	\$510.00	\$510.00	\$371.00	\$371.00	\$560.00	\$560.00		
1.77	30 YD	1	EA	\$765.00	\$765.00	\$371.00	\$371.00	\$560.00	\$560.00		
1.78	30 YD	1	EA	\$1,020.00	\$1,020.00	\$371.00	\$371.00	\$560.00	\$560.00		
1.79	30 YD	1	EA	\$1,275.00	\$1,275.00	\$371.00	\$371.00	\$560.00	\$560.00		
1.80	30 YD	1	EA	\$1,530.00	\$1,530.00	\$371.00	\$371.00	\$560.00	\$560.00		
1.81	40 YD	1	EA	\$540.00	\$540.00	\$397.50	\$397.50	\$592.00	\$592.00		
1.82	40 YD	1	EA	\$810.00	\$810.00	\$397.50	\$397.50	\$592.00	\$592.00		
1.83	40 YD	1	EA	\$1,080.00	\$1,080.00	\$397.50	\$397.50	\$592.00	\$592.00		
1.84	40 YD	1	EA	\$1,350.00	\$1,350.00	\$397.50	\$397.50	\$592.00	\$592.00		
1.85	40 YD	1	EA	\$1,630.00	\$1,630.00	\$397.50	\$397.50	\$592.00	\$592.00		
<b>RECYCLING COMPACTORS</b>											
1.86	30 YD. Monthly Rental	1	EA	\$450.00	\$450.00	\$105.00	\$105.00	\$60.00	\$60.00		
1.87	Spec. Coll. Fee	1	EA	\$273.00	\$273.00	\$350.00	\$350.00	\$210.00	\$210.00		
1.88	Cleaning Fee	1	EA	\$250.00	\$250.00	\$700.00	\$700.00	\$200.00	\$200.00		
1.89	40 YD. Monthly Rental	1	EA	\$450.00	\$450.00	\$105.00	\$105.00	\$60.00	\$60.00		
1.90	Spec. Coll. Fee	1	EA	\$285.00	\$285.00	\$375.00	\$375.00	\$210.00	\$210.00		

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

**BID TABULATION  
CITY OF AUSTIN  
REFUSE COLLECTION & HAULING SERVICES FOR CITY OF AUSTIN DEPARTMENTS**

**BID NO.** SDC0158 BV  
**RX NO.** 1500 10072000526  
**DATE:** 8/26/2010  
**BUYER:** Steve Cocke

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

<b>Vendor Name</b>				Allied Waste Services		Waste Management of TX		Texas Disposal Systems			
<b>City, State</b>				Del Valle, TX		Houston, TX		Austin, TX			
<b>MBE/WBE</b>											
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.91	Cleaning Fee	1	EA	\$250.00	\$250.00	\$700.00	\$700.00	\$200.00	\$200.00		
BALERS											
1.92	Bailer Rental	1	EA	\$100.00	\$100.00	\$400.00	\$400.00	\$300.00	\$300.00		
1.93	400-600 lb bales	1	EA			\$650.00	\$650.00	\$20.00	\$20.00		
1.94	Price Per Collection/Trip	1	EA	\$250.00	\$250.00	\$375.00	\$375.00	\$300.00	\$300.00		

Prepared By: Julia Ramirez  
 Approved By: Steve Cocke

### Refuse Recycling Collection Services- City Departments

		Allied Waste Services	Waste Management of TX	Texas Disposal Systems
<b>Company:</b>		Del Valle, TX	Houston, TX	Austin, TX
<b>Location:</b>				
<b>Evaluation Criteria:</b>				
<b>50 Points</b>	<b>(1) Cost Proposal</b>	60	45.2	47.27
<b>7.5 Points</b>	<b>(2) Company Experience/History</b>	7.25	7.37	7.12
Please provide a summary of company's experience/history, especially regarding services similar to those required at designated City facilities. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.				
<b>7.5 Points</b>	<b>(3) Company Equipment</b>	6.75	6.62	6.37
Please provide with bid a list the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling at designated City facilities. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local sources), etc.				
<b>15 Points</b>	<b>(4) Company Involvement and Collaboration</b>	14.5	7.25	7.75
Please provide with bid a summary of how your company can become more creatively involved in helping the City encourage its employees at City facilities to embrace the concept of Zero Waste and generate less waste and increase recycling.				
<b>10 Points</b>	<b>(5) Resource Dedication and Service Level</b>	4.75	8.75	6
Please provide a summary of how your company has worked with previous partners or clients in Austin to be flexible and responsive to the client's concerns. In particular, identify the commitments and resources your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service at designated City facilities.				
<b>SUB TOTAL</b>		<b>93.25</b>	<b>75.19</b>	<b>74.51</b>
<b>TOTAL</b>		<b>93.25</b>	<b>75.19</b>	<b>74.51</b>

Name (Please Print Clearly)	Agency/Title	Phone #	Fax #	E-mail Address
Bruce Auna	TRI Recycling	917 8552		
JOHN BANKS	TRI Recycling	747-1294		
DAVID JACOBSON	IEEI	251-5622		d.jacobson@ieei.com
Ron Romero	City of Austin	974-4353	974-1981	RON.ROMERO@ci.austin.tx.us
Cindy M Cratz	City of Austin	974 6308	974 1981	Cindy.morenoc@ci.austin.tx.us
RON LEAHY	TDS	421-1343	421-1325	rleahy@texasdisposal.com
Eric Hise	TDS	421-1312	421-1325	ehise@texasdisposal.com
RIAN HOBBS	TDS	421-1300	243-4123	RHOBBS@TEXASDISPOSAL.COM
Ryan Beard	TDS	421-1316	421-1325	RBEARD@TEXASDISPOSAL.COM
Steve Shannon	Allied Waste Services	(6) 247-5647 (5) 563-0257	247-4884	s.shannon@republicservices.com
Daniel Rumsey	Waste Management	272-6252	272-8960	DRumsey@wm.com
Jason Kar	WM	50-272-6252	272-8960	JKar@wm.com
JOE METZGER	WM	713 417565	713 9421514	Jmetzger@wm.com
Jimmy Osowski	Waste Management	(713) 907-9043	(713) 957 6965	j.osowski@wm.com
Cruz Banda	POA	979-2153	979 2389	CRUZ.BANDA@CI.AUSTIN.TX.US



PRE-PROPOSAL/PRE-BID CONFERENCE AGENDA

Date: 8/12/2010	Time: 10:00 AM
-----------------	----------------

1. Opening/Welcome:

Solicitation Number	SDC0158
Project Description:	Refuse and Recycling Collection Services- City Departments

2. Sign-in: All attendees shall sign in.

3. Introductions: Introduction of City staff and their functions. Attendees shall identify themselves and the company they represent.

4. Project Information: Explanation of Proposal or Bid closing/opening date and time and the time for submission of the Compliance Plan, if applicable.

Opening/Closing Date	8/2/2010(Issue) 8/26/2010 (Close)
Time Proposals are Due	3:00 PM
Time Compliance Plans Due	N/A
Buyer's Name	Steve Cocke
Project Manager's Name	Ron Romero

Submission of Offers: Review of Cover Sheet

A. **Mailing:** Offers must be returned in a sealed envelope or container marked on the outside with the Offeror's/Bidder's name, address and the solicitation number and the opening/closing date and time. Telegraphic or facsimile Offers **will not** be accepted. When sending an Offer via the U.S. Postal Service, use the P.O. address shown below. When using a delivery service that requires a street address, use the street address shown below. Please note that the zip codes are different.

**P.O. Address for U.S. Mail Service**

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

**Street Address for Hand Delivery or Courier**

City of Austin  
Purchasing Office  
Municipal Building  
124 W. 8<sup>th</sup> St. 3<sup>rd</sup> Floor  
Austin, Texas 78701  
512/974-2500 FAX: 512/974-2388

*Note: Proposals/Bids that are not submitted in a sealed envelope or container will not be considered. Proposal/Bid that is submitted late will not be allowed and returned to the Offeror. It is the responsibility of the proposer/bidder to ensure that their proposal/bid is received before due date and time or closing time. There are no exceptions.*

B. **Documents due**

(i) IFBBV – Review Cover Sheet and 0600 Bid Sheet (Any document that requires a signature must be returned with bid along with any license, certification etc... required by 0600 Specifications

5. **MBE/WBE Procurement Program**, Section 0900, (Presented by SMBR or Purchasing)

If no subcontracting has been identified for this project; however, if you have areas that you need to subcontract out you are required to contact the Department of Small and Minority Business Resources Department @ 512/974-7600 to obtain a list of certified MBE/WBE firms. Both pages of this document needs to be completed, signed and returned with your bid submittal.

6. **General Solicitation Requirements:** (Presented by Purchasing)

- A. Please remember that Sections 0100 (Definitions), 0200 Solicitation Instructions, and 0300 (Standard Purchase Provisions) are incorporated into this solicitation and subsequent contract by reference. These documents can be located on line at [www.ci.austin.tx.us](http://www.ci.austin.tx.us), scroll down the green banner on the left hand side to "Purchasing", click on "Purchasing", scroll approximately half way down the page until you see "Procurement Information" and you will see "Standard Bid Documents" in blue letters.

Section 0100, are various definitions

Section 0200, Solicitation Instructions, contains information on several items that may be referred to such as:

Vendor Registration  
MBE/WBE Procurement Program  
Clarifications  
Preparation of Bid/Offers  
Submission of Bid/Offers

These are just a few of the many covered, and you should be familiar with them.

- B. Section 0300 Standard Terms and Conditions and Section 0400, Supplemental Terms and Conditions: These two sections comprise the basis of all City contracts. It is important that you are aware of these terms and conditions and discuss them with the necessary parties with your firm and identify in your response any exceptions to these terms and conditions. Should your firm be the recommended vendor and if you take exceptions that your response did not disclose, your response *may* be deemed non-responsive at that time.
- C. Supplemental Purchase Provisions, Section 0400, explain that these augment the standard terms and conditions. They will also be incorporated into any resultant contract.
- ✓ Additional questions may be faxed to (512) 974-2388 or (512) 974-6334, ATTN: Steve Cocke. Questions may also be emailed to [steven.cocke@ci.austin.tx.us](mailto:steven.cocke@ci.austin.tx.us). Cut-off for additional questions is no later than 8/19/2010, 3:00 PM.
  - ✓ **Insurance - Worker's Compensation, General Liability, Auto Liability** - Requirements are outlined in this section as well as Section 0300, paragraph 32, of the Standard Purchase Terms and conditions. Remember that the City of Austin should be named as an additional insurer on the certificate. In addition it must include a Waiver of Subrogation in favor of the City of Austin. The contractor has 14 calendar days after notice award to provide the City with the Certificate of Insurance.
  - ✓ **Term of Contract:** 36 month with (3) three (12) month extensions
  - ✓ **Living Wages & Benefits** - Any contractor working on a City of Austin contract where the majority of the work involves the use of labor, those employees will be paid the City's minimum wage of \$11.00 per hour. In addition, contractors must offer health insurance with optional family coverage

for all employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of this contract.

- ✓ **No Collusion/non-conflict of interest & anti-lobbying (0810)** - During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the solicitation. Offerors contacting anyone other than the Authorized Contact person, their offer will be disqualified from other consideration.
- ✓ All questions and answers will be distributed via an addendum.

7. **Technical Requirements** (Presented by Ron Romero)

- (1). Scope of Work or Specifications, Section 0500
- (2). Discussion of any applicable Attachments

8. **Questions from attendees**

Steve Cocke  
Buyer II  
City of Austin  
Purchasing Office

Addendum - Assignments needs to be made.

Relation  
1.1 - 1.26 / ATTA!  
Diffe contain eant 134  
to bid. show 199

- Computer don't add up  
- #'s need to match off 65  
Front loader Contractors

- Single stream contains, where they will be??  
do we know  
each location in ATTA will participate in SS.

- Color coding is it gonna be the same.



Solicitation Type & Number: IFBBV SDC0158  
 Solicitation Description: REFUSE & RECYCLING COLLECTION SVCS-CITY DEPT  
 Bid Opening Date & Time: 08/26/2010 @ 3:00 pm  
 Pre-Bid Information: 08/12/2010 @ 10:00 am/124 w. 8th St. STE 310

Vendor's Name	Rec'd By	Date & Time Rec'd
✓ 1 <u>IESI Corp</u>	<u>[Signature]</u>	<u>8-26-10 @ 10:35am - 7th Bid</u>
✓ 2 <u>Waste Management of TX</u>	<u>[Signature]</u>	<u>8-26-10 @ 11:45am</u>
✓ 3 <u>Allied Waste</u>	<u>[Signature]</u>	<u>8/26/10 @ 1:04 pm Bid Room</u>
✓ 4 <u>Texas Disposal Sys</u>	<u>[Signature]</u>	<u>8/26/10 @ 1:20pm Bid Room</u>
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____
8 _____	_____	_____
9 _____	_____	_____
10 _____	_____	_____
11 _____	_____	_____
12 _____	_____	_____
13 _____	_____	_____
14 _____	_____	_____
15 _____	_____	_____
16 _____	_____	_____
17 _____	_____	_____
18 _____	_____	_____
19 _____	_____	_____
20 _____	_____	_____

Bids Distributed By: [Signature]  
 Bids Received By: [Signature]

**City of Austin  
Purchasing Office  
Advertisements  
08/09/2010**

On October 2, 1995, a revision to the City's MBE/WBE DBEs Ordinance became effective. The Ordinance establishes new goals for MBE/WBE or DBE Participation Bid/Proposal. Bidders are required to document efforts to solicit MBE/WBE or DBEs in the Compliance Plan. The Goals for each project and the instructions and forms for the Compliance Plan are included in the MBE/WBE or DBE Program Packet included in the solicitation. For construction contracts, the MBE/WBE or DBE Program Packet is a separately bound volume of the Project Manual. ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH WILL BE RETURNED TO THE BIDDER UNOPENED. SPECIAL NOTICE: Solicitations issued on behalf of the Electric Utility Dept. (Austin Energy) are no longer advertised in the Austin American Statesman. Notices will be posted on the City of Austin Purchasing website at:

<http://www.ci.austin.tx.us/purchase>

**A. CONSTRUCTION ADVERTISEMENTS  
- ALL CONSTRUCTION SEALED BIDS**

addressed to the City of Austin will be received PRIOR TO date and time indicated for the following project(s), in the Reception Area, 10th FL., Ste. 1045, Contract and Land Management Department, CLMD, One Texas Center (OTC), 505 Barton Springs Rd., Austin, TX, then publicly opened and read aloud in the 10th FL. Conference Room, Ste. 1045, unless otherwise indicated in the advertisement. All Bids received after the time set forth will be returned to the bidder unopened. The OWNER's Official opening the Bids shall establish the time for opening of the Bids. All Bid Deposits are refundable upon return of documents within the specified time frame and in good condition, unless otherwise indicated. UNLESS OTHERWISE INDICATED, Project Manuals, Plans and Addenda may be obtained at the Office of Engineering Design & Surveying, PWD, Ste. 760, OTC. First time bidders are encouraged to

attend the pre-bid conference to assure their understanding of Owner's bidding and contracting requirements, particularly M/WBE Procurements Program requirements. Cashiers or Certified Check Payable to the City of Austin or acceptable Bid Bond must accompany each bid. Bidders will be required to provide Payment/Performance bonds as specified in the bidding documents. The City reserves the right to reject any and all Bids and to waive any informality in the bids received.

Bidders must attend any Mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

1. DAVIS WTP ROOF IMPROVEMENTS 2010(CIP 3960 2207 7099). IFB 6100 CLMC205. Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 8/9/10. A refundable deposit of \$75 is required. For info: Robert Egan, 974-7220. A Vendor Conf will be held at Davis Water Treatment Plant, 3500 W. 35th St., Austin, TX 78703, in the new meeting room adjacent to the administration bldg at 9:30A on 8/18/10. Offers **due prior to** 10:30A on 9/2/10. Offers will be opened on 9/2/10 at 10:30A. **SPECIAL NOTICE:** Immediately following the pre-bid conference interested persons will be escorted through the facility to view the roofs first hand.

2. NORTH AUSTIN WASTEWATER OVERFLOW ABATEMENT (CIP 4570 2307 8524). IFB 6100 CLMC206. Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 8/2/10. A refundable deposit of \$100 is required. For info: Demira Wyatt, 974-7213. A **MANDATORY** Vendor Conf will be held at OTC, 505 Barton Springs Rd., 13th floor Director's Conf Room, Austin, TX, 78704 at 10:00A on 8/12/10. Offers **due prior to** 9:30A on 8/26/10. Compliance plans **due prior to**

1:30P on 8/26/10. Offers will be opened on 8/26/10 at 1:30P. **SPECIAL NOTICE:** Bidder must arrive & sign-in within 15 min. of scheduled start time of the Pre-bid mtg. otherwise the Bidder will no be allowed to submit a bid for this project.

**3. ABIA RECLAIMED WATER PIPELINE EXTENSION (CIP 3960 2207 6015). IFB 6100 CLMC191.** Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan, 974-7151 after 7/26/10. A refundable deposit of \$100 is required. For info: John Wepryk, 974-7010. A **MANDATORY** Vendor Conf will be held at 2210 S. F. M. 973, Austin, TX 78725 Hornsby Bend Biosolids Management Plant, Auditorium at 10:00A on 8/5/10. Offers **due prior to** 10:30A on 9/2/10. Compliance plans **due prior to** 2:30P on 9/2/10. Offers will be opened on 9/2/10 at 2:30P.

**4. CARSONHILL WATER REHABILITATION (CIP 3960 2207 7038). IFB 6100 CLMC202.** Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 7/26/10. A refundable deposit of \$100 is required. For info: Rustin Roussel, 974-7159. A **MANDATORY** Vendor Conf will be held at OTC, 505 Barton Springs Rd., 10 Flr. Ste 10C, Austin, TX 78704 at 10:30A on 8/5/10. Offers **due prior to** 10:00A on 9/2/10. Compliance plans **due prior to** 2:00PM on 8/26/10. Offers will be opened on 8/26/10 at 2:00P.

**5. SOUTH METRIC DAM MODERNIZATION (CIP 4850 6307 2050). IFB 6100 CLMC200.** Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 7/26/10. A refundable deposit of \$50 is required. For info; Darryl Haba, 974-7205. A Vendor Conf will be held at OTC, 505 Barton Springs Road, 8th Floor Conf Rm 8A, Austin, TX 78704 at 10:00A on 8/4/10. Offers **due prior to** 10:30A on 8/19/10. Compliance plans **due prior to** 2:30P on 8/19/10. Offers will be opened on 8/19/10 at 2:30P.

**B. SERVICES AND SYSTEMS CONTRACTING / C. COMMODITIES -**

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



**B.**            **SERVICES AND**  
**SOLICITATION** **SYSTEMS**

1. SDC0157    REFUSE COLLECTION  
AND HAULING  
SERVICES  
FOR THE DOWNTOWN  
SERVICE DISTRICT (IFB  
BEST-VALUE). A Vendor  
Conf will be held at  
Municipal Building, 124 W  
8<sup>th</sup> St., Ste., Rm 310,  
Austin, TX at 9:00A on  
8/12/10. Offers **due prior**  
**to 2:00P** on 8/26/10.
2. SDC0158    REFUSE AND  
RECYCLING  
COLLECTION  
SERVICES - CITY  
DEPARTMENTS (IFB  
BEST-VALUE). A Vendor  
Conf will be held at  
Municipal Building, 124 W  
8<sup>th</sup> St., Ste., Rm 310,  
Austin, TX at 10:00A on  
8/12/10. Offers **due prior**  
**to 3:00P** on 8/26/10.
3. CEA0008    UPHOLSTERY AND  
REPAIR SERVICE FOR  
VEHICLES AND  
EQUIPMENT (IFB – Best  
Value). Offers **due prior**  
**to 12:00P** on 8/24/10.
4. PAX0003    REPAIR        SERVICES  
WITH        ASSOCIATED  
PARTS FOR VEHICLES  
AND EQUIPMENT WITH  
CATERPILLAR  
ENGINES. Offers **due**  
**prior to 11:30A** on  
8/24/10.

**C.**            **COMMODITIES**  
**SOLICITATION**

1. SSC0114    SCALE, WHEEL LOAD,  
PORTABLE. Offers **due**  
**prior to 4:00P** on 8/31/10.
2. RDR0070    LIME SLURRY GRIT  
REMOVAL SYSTEM.  
Offers **due prior to**  
**11:30A** on 8/25/10.

THE CITY OF AUSTIN HEREBY  
NOTIFIES ALL OFFERORS THAT IN  
REGARD TO ANY CONTRACT  
ENTERED INTO PURSUANT TO THIS

ADVERTISEMENT; MINORITY  
BUSINESS ENTERPRISES WILL BE  
AFFORDED EQUAL OPPORTUNITIES  
TO SUBMIT OFFERS IN RESPONSE TO  
THIS INVITATION AND WILL NOT BE  
DISCRIMINATED AGAINST ON THE  
GROUNDS OF RACE, COLOR, SEX,  
NATIONAL ORIGIN OR DISABILITY IN  
CONSIDERATION FOR AN AWARD.



## INVITATION FOR BID BEST VALUE

### PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Refuse and Recycling Collection Services- City Departments

**IFB No.: SDC0158**

**Addendum No. 1**

**Date of Addendum: August 19, 2010**

1.0 Please incorporate the revisions to the supplemental purchase provisions (0400), & bid sheet (0600) (attached) into the above referenced Invitation for Bid Best Value. **Any bid sheets submitted other than the attached sheet, revised 8/19/2010, will be deemed non-responsive and not be considered for evaluation.**

#### 2.0 Supplemental Purchase Provisions (0400)

Remove "hazardous" from the **Environmental Impairment Liability Insurance** section.

Remove Section 9, **Interlocal Purchasing Agreements**

3.0 All other terms and conditions will remain the same

**BY THE SIGNATURES** affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke

Steve Cocke, Buyer II  
Finance and Administrative Services Department

ACKNOWLEDGED BY: \_\_\_\_\_  
Bidder Authorized Signature Date

**RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.**

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (BEST VALUE)

Offer Sheet

SOLICITATION NO: SDC0158

COMMODITY/SERVICE DESCRIPTION: REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS

DATE ISSUED: 8/2/2010

PRE-BID CONFERENCE TIME AND DATE: 8/12/2010 at 10:00 A.M.

REQUISITION NO.: 1500 10072000526

LOCATION: City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street, Rm 310 Austin, Texas 78701

COMMODITY CODE: 96239 / 96270

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

BID DUE PRIOR TO: 8/26/2010 at 3:00 P.M.

Steve Cocke

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 8/26/2010 at 3:00 P.M.

Buyer II

Phone: (512) 974-2003

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

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto https://www.cityofaustin.org/purchase and follow the directions.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

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

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

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

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

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

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

Phone No. ( ) \_\_\_\_\_

Fax No. ( ) \_\_\_\_\_

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

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

Email Address \_\_\_\_\_

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SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.ci.austin.tx.us/purchase/standard.htm">http://www.ci.austin.tx.us/purchase/standard.htm</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	9
0501	CURRENT CITY FACILITIES (ATTACHMENT A)	7
0600	BID SHEET	6
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	1
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

**RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL\*\***

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

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

**NOTES:**

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

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. 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.

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

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

**Notes:** Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

**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 August 19, 2010 via fax at 512-974-2388 or email at [steven.cocke@ci.austin.tx.us](mailto:steven.cocke@ci.austin.tx.us) **A Pre-Bid Conference will be held on August 12, 2010 at 10:00 AM, at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

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

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

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

City of Austin Purchasing Office  
Attn: Steve Cocke – SDC0158  
P. O. Box 1088  
Austin, Texas 78767

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

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

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- (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
- (1) The policy shall contain the following provisions:
- (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - (b) Independent Contractor's Coverage.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

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

Environmental Impairment Liability Insurance with a minimum limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of hazardous and non-hazardous wastes. *Removal this*

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who

**CITY OF AUSTIN  
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who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

**3. 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 3 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

*Also submit  
see 1*

THIS IS A 36 MONTH CONTRACT.

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

**4. QUANTITIES**

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

**5. PICKUP REQUIREMENTS**

Location: See Specification & Bid Sheet _____ _____ _____	Days: _____
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- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.



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- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	City of Austin Solid Waste Services
Attn:	SWS Finance
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

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

**7. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

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- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated 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. The City requires Offerors submitting Offers on this Solicitation to provide a signed 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

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the Ordinance (see the **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit** included in the Solicitation).

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.
  
- A. 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:

Ron Romero

\_\_\_\_\_  
(512) 974-4353  
\_\_\_\_\_  
\_\_\_\_\_

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



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

**REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS**

**1.0 SCOPE AND CLASSIFICATION**

**1.1 Scope**

This purchase specification establishes the requirements for refuse collection and recycling services for the City of Austin departments at multiple locations. The City Of Austin, hereinafter referred to as "City", seeks bids from companies interested in providing these services. Included are sections on Applicable Specifications, Performance Requirements, Equipment Requirements, Equipment Maintenance, Other Requirements, Insurance, Invoice Submittal, Annual Adjustment of Unit Price, Contract Administration, Omissions, Contractor Requirements, and Best Value Criteria.

**1.2 Classification**

The successful bidder will be required to provide refuse collection and recycling collection services for various City of Austin departments.

<b><u>Date</u></b>	<b><u>Prepared By</u></b>	<b><u>Issuance/Revision</u></b>	<b>Departmental Approval</b>	
			<b><u>Using</u></b>	<b><u>Purchasing</u></b>
10/20/1999	Gerard Bickham	Revision	SWS	Purchasing
05/17/2005	Bobby Jones	Revision	SWS	R.C. Hernandez
07/15/2010	Ron Romero	Revision	SWS	Steve Cocke

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

## 2.0 APPLICABLE PERMITS, LICENSES, LAWS AND REGULATIONS

The successful bidder, hereinafter referred to as "Contractor", shall obtain and maintain all permits and licenses to perform all services described herein. All services provided in relation to this agreement, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations for this service as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, and any other federal, state, or local governmental provisions prevailing during the term of this agreement.

## 3.0 PERFORMANCE REQUIREMENTS

The Contractor shall provide refuse collection services, single-stream recycling collection, cardboard recycling compactor and bailer services in accordance with these specifications and the attached "Bid Sheet." All personnel and equipment required for the provision of these services, with the exception of City owned compactors, shall be provided by the Contractor.

For the purpose of this specification, the services required shall be defined as follows:

- A. **Scheduled Collection** – The Contractor shall provide refuse collection, single-stream recycling collection, cardboard recycling compactor and baler services for multiple City facilities and locations on a scheduled collection frequency. Attachment A details the City facilities currently receiving service by Dept., Facility, Address, Equipment Type, Size, Qty., and Collection Frequency. (Note: Single-stream recycling collection is not currently being provided. Single-stream material, as defined under this service, shall include uncontaminated corrugated cardboard, boxboard, mixed paper, aluminum and metal cans, rigid plastics #1–7, and glass. The City reserves the right to modify the list of items to be recycled at its discretion.)
  - B. For the purpose of this document the term "container(s)" shall refer to dumpster(s) and roll-off(s), unless the context clearly indicates or requires a different meaning.
  - C. **SPECIAL COLLECTION** shall be the process followed by the Contractor and the City to accomplish the emptying of refuse containers or compactors, single-stream recycling containers, or the collection of bales of recyclable materials, outside the scheduled collection frequency (item A. above) for a particular location. Special collection unit prices for containers, compactors and collection of bales of recyclable materials shall be based on the size and type of equipment and be calculated on a "per trip" basis.
  - D. **ON- CALL** services shall be for the provision of and servicing of the specified size and type of container, compactor, or baler only upon the request of the City. On-Call containers, compactors, and balers shall not have a scheduled collection frequency. All charges associated with collecting refuse or recyclable materials from an On-Call location shall be in addition to the monthly unit lease price.
  - E. **BULKY ITEM PICK-UP** shall be provided by the Contractor to collect items that are too large in dimension to fit in refuse containers or compactors. This service shall be provided on an "as requested" basis.
- 3.1 For reference, a list summarizing the City's current service locations is included as Attachment A. This list contains the current container type, size, quantity, service location, and collection frequency. (Single-stream recycling collection is not currently being provided.) Equipment size, type, service locations, and collection frequency will vary throughout the term of the contract.

- 3.1.1 The Contractor shall empty all refuse containers and compactors used for the collection of solid waste and properly dispose of the solid waste.
- 3.1.2 The Contractor shall deliver all recyclables (i.e. single-stream recycling, cardboard, etc.) collected under the terms of this contract to the City of Austin Material Recovery Facility (MRF) located at 3810 Todd Lane, Austin Texas 78744. The City reserves the right to designate an alternate recycling facility where the Contractor shall take recyclable materials. The aforementioned facility shall be either within the city limits of the City of Austin, or within the extraterritorial jurisdiction (ETJ) of the City of Austin, or within the city limits or ETJ of one of the municipalities immediately abutting the city limits or ETJ of the City of Austin. The Contractor shall follow the receiving 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 shall not commingle recyclable materials collected from City facilities with materials from any other source. All revenue generated from the sale of recyclable materials collected by the Contractor from City of Austin facilities or events shall be the sole property of the City of Austin. There will not be a sorting or drop-off charge passed through to the Contractor. The Contractor shall only deliver items that are collected from City of Austin facilities or City of Austin special events. *See bid sheet special collection*
- 3.2 The City shall provide an updated list of City facilities and the equipment and services required with notification of contract award. The Contractor shall coordinate complete delivery of all equipment as required within thirty (30) days after notice of contract award. Additionally, a list of contacts and phone numbers shall be exchanged between the City and Contractor with notification of contract award.
- 3.3 A sufficient quantity of refuse containers, single-stream recycling containers, compactors, and balers shall be provided by the Contractor according to the service requirements of the location, and as determined and requested by the City. The City reserves the right to increase or decrease the number, size, and collection frequency of containers, compactors, and balers required, at any time. The Contractor shall bill the City at prorated amounts for all services that are performed for less than the entire month.
- 3.4 The Contractor will provide or remove a refuse container or single-stream recycling container within forty-eight (48) hours of the request by the City. The Contractor shall provide or remove a compactor or baler within thirty (30) days of notification by the City.
- 3.5 Contractor shall, upon request by the City, empty refuse containers, single-stream recycling containers, and compactors of refuse or recyclable materials within twelve (12) hours of request by the City, regardless of the equipment's collection frequency.
- 3.5.1 Refuse containers, single-stream recycling containers, or compactors on a scheduled collection frequency will be charged in accordance with the Bid Sheet unit prices for "Spec. Coll. Fee" for the specific size and type of container or compactor emptied.
- 3.5.2 Refuse containers, recycling containers, or compactors serviced on an On-Call basis shall be charged in accordance with the Bid Sheet unit prices for "On-Call" for the specific size and type of container or compactor emptied.
- 3.6 Should spillage occur outside the container(s) or compactor(s) during servicing, the Contractor shall sweep up and properly dispose of the material. Sweeping shall include, at a

minimum, the gathering and removal of refuse and/or recyclable material from the container occupied premises and adjoining areas using either manual or mechanized brooms and/or sweeping machines.

- 3.7 The Contractor shall provide bulky item pick-up within twenty-four (24) hours of a request by the City.
- 3.8 The City reserves the right to designate the time of day during which the Contractor may empty and replace containers and compactors and collect bales of recycled materials from baler locations. The Contractor shall schedule collections in advance with the various departments for locations where containers, compactors, or bales are stored in secured areas.
- 3.9 The Contractor shall not be required to provide collection services on the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day. If as a result of the Contractor's observance of one of these holidays the facility will not receive its scheduled collection, the Contractor shall contact the City's facility contact person or the City's designated Contract Manager (see Sec. 10.0) in advance to arrange service on the day preceding or following the holiday. This service shall be provided at the discretion of the City and at no additional cost.

#### 4.0 EQUIPMENT REQUIREMENTS

The Contractor shall supply all refuse containers, refuse and recycling compactors, cardboard recycling balers, single-stream recycling containers which meet the following requirements:

- 4.1 Cardboard recycling balers shall be a mechanized container that converts loose cardboard to bound and compacted bales, which upon removal from the baler can be maneuvered without dislodging pieces of the cardboard. The balers provided shall be of vertical downstroke 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 shall provide metal banding material 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.
- 4.2 Containers and roll-offs shall be uniform in appearance and color. Containers shall be provided in 3, 4, 6, 8, and 10 cubic yard sizes. Roll-offs shall be provided in 20, 30, and 40 cubic yard sizes. If a location requires multiple containers, the containers shall be of uniform design and color.
- 4.3 Compactors shall be electrically powered equipment that compresses 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). City owned compactors are listed on Attachment A as COAFE-COMP under the column titled "Equipment Type."
- 4.4 Containers, compactors and roll-offs shall be sealed or plugged at the bottom to prevent leakage.
- 4.5 Locking lids and/or doors for containers, compactors, and balers shall be furnished when required by the City. The Contractor shall furnish any locks and keys required within three (3) working days after receipt of order.

- 4.6 Compactors shall be of sufficient size and capacity to correspond to and work in conjunction with the existing facility attributes found at that location (i.e. access by/for trucks, overhead lines, location of power source, etc.).
- 4.7 All containers, compactors, and balers provided shall be installed and maintained in such a way that all applicable ANSI regulations and OSHA standards are continuously met.

## **5.0 EQUIPMENT MAINTENANCE**

- 5.1 The Contractor shall provide cleaning of containers on an 'as needed' basis at no additional charge. Compactors and compaction containers, both those provided by the Contractor and those which are the property of the City, shall be cleaned by the Contractor and charged as bid on the Bid Sheet. 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 set up on a scheduled cleaning frequency, otherwise cleaning shall be provided only upon request of the City.
- 5.2 Cleaning shall include the entire process of physically removing a container, compactor or compaction container from the City's premises, transporting the equipment to the Contractor's facility, sweeping, scrubbing, and rinsing out the equipment using soaps or detergents which will remove all refuse and kill bacteria both on the internal and external surfaces of components. The Contractor shall re-deliver and re-install the equipment on the City's premises. When the equipment being cleaned is supplied by the Contractor, containers, compactors, or compaction containers shall be switched out with equipment of like size and type which has already been cleaned, unless other arrangements have been approved by the City.
- 5.3 The Contractor 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 shall provide containers of sufficient quantity, size, and collection frequency to containerize and dispose of the waste and/or containerize recyclable materials generated by the facility normally served by the inoperable compactors or balers.
- 5.4 Upon request by the City, the Contractor 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 at the same or another City facility without the prior written approval of the City.
- 5.5 Contractor shall, at no additional cost to the City, re-paint Contractor-owned equipment within forty-eight (48) hours of notification by the City.

## **6.0 OTHER REQUIREMENTS**

- 6.1 The City reserves the right to increase or decrease the quantity, size, and collection frequency of containers, compactors, and balers. Such modifications shall be submitted through the City's designated Contract Manager (see Sec. 10.0) or his/her designee only, and shall be priced according to the prices listed on the Bid Sheet.
- 6.2 The City shall have sole discretion in selecting the specific electronic communication method(s) (i.e. fax, email, telephone) that shall be utilized.



- 6.3 All revenue generated from the sale of recyclable materials collected by the Contractor within the scope of this agreement shall be the sole property of the City.
- 6.4 The Contractor shall provide the City with phone numbers where a responsible party can be reached at all times. Contractor shall respond to complaints forwarded by the City within two (2) hours of notification by the City. The Contractor shall keep the City informed of any operational or employee changes that may effect the Contractor's method(s) of implementing services, and/or that may require the City to make adjustments to daily contract administration duties. The Contractor shall notify the City within one (1) business day of such changes taking place.
- 6.5 It shall be the responsibility of the City to provide suitable locations and electrical connections for compactors and balers.
- 6.6 The City shall require the Contractor to equip up to two collection trucks with digital based scales to allow for data and weight collection from City facilities. The City and Contractor will jointly discuss and agree upon the type of scale or weighing system which the Contractor will acquire and install. The Contractor shall supply the necessary staff, including administrative support, to collect, analyze and transmit collected data to the City on a monthly basis.
- 6.7 All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, larger than industry standard brake lining and synthetic or semi-synthetic fluids. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a particular location.

## **7.0 INSURANCE**

The Contractor shall carry insurance in the amounts and for the duration as described in the Insurance Section of the Standard Purchase Terms and Conditions of the City of Austin.

## **8.0 INVOICE SUBMITAL**

- 8.1 Contractor shall submit a combined monthly invoice to the City by the tenth (10<sup>th</sup>) day of each calendar month that details the charges billed for each facility served under the contract for the previous calendar month. Invoices shall be mailed to the City of Austin, Solid Waste Services, Attn: SWS Finance, P.O. Box 1088, Austin, Texas 78767-8845.
- 8.2 The Contractor's monthly invoice shall list at a minimum the following information for each City facility served:
  - 8.2.1 The quantity of items or services billed by Equipment Type, Equipment Size, Collection Frequency, Monthly Lease Charges (for On-Call equipment), Number of Cleans, and Number of Special Collections.
  - 8.2.2 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 to calculate prorated bills is subject to the approval of the Contract Manager;

8.2.3 Original weigh tickets provided by the designated recycling facility for the delivery of recyclable materials for the billing period.

8.3 The City reserves the right to require the Contractor to provide the monthly invoice through electronic means in addition to standard paper invoices. Upon written request from the City, the Contractor shall commence providing monthly invoices through electronic means in a format acceptable to the City within ninety (90) days of receipt of said written notice.

## 9.0 ANNUAL ADJUSTMENT OF UNIT PRICES

Unit Prices as bid shall remain firm for the initial 1-year term of this contract. The Unit Prices for the second and subsequent 1-year terms (extension options) of this contract may be adjusted upward or downward. On the effective date of the second and subsequent 1-year terms, the Unit Prices on this contract may be increased (or decreased) by the same percent increase (or decrease), if any, as accrued during the designated 12-month period (see below) in the Consumer Price Index - All Urban Consumers, South Region, All Items. A request for a Unit Price increase must be submitted by the Contractor in writing to the City Purchasing Officer or designee at least ninety (90) days prior to the expiration date of each 1-year term. 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 preceding the year the adjustment is made.)

Designated 12-month Period for Consumer Price Index – At the time the Contractor submits a request for an increase in the Unit Prices, the Contractor 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.

## 10.0 CONTRACT ADMINISTRATION

This contract will be administered by the City of Austin's Solid Waste Services Department (SWS) – Finance Division. Ron Romero, (512) 974-4353, will be Contract Manager and will service as the primary point of contact between the City and the Contractor.

## 11.0 OMISSIONS

It is the intention of this specification to acquire a complete refuse collection service. Any services omitted from this specification which are clearly necessary for the complete operation of this service shall be considered a requirement, although not directly specified or called for in the specification.

## 12.0 CONTRACTOR REQUIREMENTS

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

- 12.1 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain certain requirements, or outstanding financial obligations to the City.
- 12.2 Contractor shall have provided services similar in scope to the services required in this specification on a continuing basis over a recent minimum twelve (12) month period. Contractor shall provide with bid submittal detailed relevant company experience, including the year, the name of the customer, company or agency for whom prior projects were performed, contact person, title, present address, and phone number, and brief description of the project. A minimum of five (5) customer references must provide evidence of satisfactory performance of similar projects as detailed in this specification. Each customer reference must be able to verify that the Contractor performed the work satisfactorily.

## 13.0 BEST VALUE CRITERIA

- 13.1 This contract will be awarded to the Vendor who can demonstrate that they are able to provide the 'Best Value' to the City. While cost will be a major consideration, other criteria will be considered related to the company such as experience, type of collection equipment used, etc. (see item 13.2).
- 13.2 Evaluation Criteria (see Section 0600 - Bid Sheet)

<p><b>Bid Price (60 Points)</b></p> <p>These points will be awarded on a prorated basis among all bidders. The bidder offering the lowest total cost will receive the most points.</p>
<p><b>Company Experience/History (7.5 Points)</b></p> <p>Please provide a summary of company's experience/history, especially regarding services similar to those required at designated City facilities. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.</p>
<p><b>Company Equipment (7.5 Points)</b></p> <p>Please provide with bid a list the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling at designated City facilities. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local sources), etc.</p>
<p><b>Company Involvement and Collaboration (15 Points)</b></p> <p>Please provide with bid a summary of how your company can become more creatively involved in helping the City encourage its employees at City facilities to embrace the concept of Zero Waste and generate less waste and increase recycling.</p>
<p><b>Resource Dedication and Service Level (10 Points)</b></p> <p>Please provide a summary of how your company has worked with previous partners or clients in Austin to be flexible and responsive to the client's concerns. In particular, identify the commitments and resources</p>

your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service at designated City facilities.

## Current and Anticipated Service Requirements by Locations Attachment A

City Department	Address	Description of Container and Size	Frequency of p/u per week
Fire Department	4800 Shaw Lane - Fire Master	6 Yard	1
Fire Department	4800 Shaw Lane - Fire Master	8 Yard	1
Fire Department	2011 E. 51st St - COA Srv Ctr	6 Yard	1
Fire Department	2011 E. 51st St - COA Srv Ctr	8 Yard	1
Fire Department	517 S. Pleasant Valley Rd	8 Yard	1
Fire Department	2011 E. 51st St	6 Yard	1
Fire Department	4201 Ed Bluestein Blvd - Fire/EMS	4 Yard	1
Fire Department	517 S Pleasant Valley- Fire recycle	4 Yard	1
Library	800 Guadalupe - Main Central	10 Yard	1
Library	833 Rundberg - Walnut Creek	3 Yard	1
Library	7051 Village Center - Old Quarry	4 Yard	1
Library	651 Pleasant Valley Rd - Zaragosa	10 Yard	1
Parks and Recreation	1110 Barton Springs Rd. - Dougherty Art	10 Yard	1
Parks and Recreation	1165 Angelina - Carver Museum	4 Yard	1
Parks and Recreation	600 River St - Mexican Cult Ctr	6 Yard	1
Parks and Recreation	2100 Bergman - Fiesta Gardens	6 Yard	1
Parks and Recreation	2100 Bergman - Fiesta Gardens	40 yard	1
Parks and Recreation	1000 Robert E Lee - Wright Field	10 Yard	1
Parks and Recreation	400 Deep Eddy - Deep Eddy Pool	40 yard	1
Parks and Recreation	1100 Kingsbury St - Pease Park	10 Yard	1
Parks and Recreation	1401 Cedar Bend - Walnut Creek Park	8 Yard	1
Parks and Recreation	1401 Cedar Bend - Walnut Creek Park	6 Yard	1
Parks and Recreation	6705 Northpark - NW Pony Fields	10 Yard	1
Parks and Recreation	1401 Cedar Bend - Walnut Creek Park	30 yard	1
Parks and Recreation	3101 Oak Springs Blvd- Detention Pond	3 Yard	1
Parks and Recreation	403 E. 15th St - Waterloo Park	8 Yard	2
Parks and Recreation	1706 City Park Rd - Emma Long Park	10 Yard	1
Parks and Recreation	1706 City Park Rd - Emma Long Park	30 yard	1
Parks and Recreation	9608 Decker Lake Rd - Lake Long	8 yard	1
Parks and Recreation	6614 Blue Bluff Rd - Lake Long	8 Yard	1

## Current and Anticipated Service Requirements by Locations Attachment A

City Department	Address	Description of Container and Size	Frequency of p/u per week
Parks and Recreation	8011 Beckett - Dick Nichols	10 Yard	1
Parks and Recreation	6614 Blue Bluff Rd - Lake Long	40 yard	1
Parks and Recreation	6614 Blue Bluff Rd - Lake Long	20 yard	1
Parks and Recreation	1200 S. 6th St - Mabel Davis Park	30 yard	1
Parks and Recreation	907 W Slaughter - Mary Moore Park	4 Yard	2
Parks and Recreation	907 W Slaughter - Mary Moore Park	10 yard	2
Parks and Recreation	907 W Slaughter - Mary Moore Park	30 yard	1
Parks and Recreation	3427 Parker - Mabel Davis Park	30 yard	1
Parks and Recreation	6001 Manchaca - Garrison Park	30 yard	2
Parks and Recreation	614 Commons Ford Rd -Ford Caretaker	6 Yard	1
Parks and Recreation	2525 Lakeshore Blvd - Central Main	10 Yard	2
Parks and Recreation	2525 Lakeshore Blvd - Central Main	40 yard	1
Parks and Recreation	2220 Barton Springs Rd - Zilker Gardens	8 Yard	1
Parks and Recreation	2220 Barton Springs Rd - Zilker Gardens	30 yard	2
Parks and Recreation	2200 Barton Springs Rd - Zilker Sunshine	40 yard	2
Parks and Recreation	Zilker Irrigations - Stafford and Lou Neff	20 yard	1
Parks and Recreation	1800 E. 51st St - Bartholemew	10 Yard	1
Parks and Recreation	1800 E. 51st St - Bartholemew	lock	1
Parks and Recreation	4200 Brookview Rd - Patterson Park	8 Yard	1
Parks and Recreation	2401 Columbus Dr - Macbeth Rec Center	lock	1
Parks and Recreation	2401 Columbus Dr - Macbeth Rec Center	4 Yard	1
Parks and Recreation	2803 Loyola - Dottie Jordan	3 Yard	1
Parks and Recreation	2803 Loyola - Dottie Jordan	30 yard	1
Parks and Recreation	2608 Gonzales St - Zaragosa	10 Yard	1
Parks and Recreation	2608 Gonzales St - Zaragosa	8 Yard	1
Parks and Recreation	1800 E. 41st St - Hancock Rec	8 yard	1
Parks and Recreation	2913 Northland - Northwest Rec Ctr	8 Yard	1
Parks and Recreation	1009 Dittmar - Dittmar Rec Center	8 Yard	1
Parks and Recreation	2100 Alamo St - Alamo Rec	8 Yard	1
Parks and Recreation	3811 E. 12th St. - Givens Rec Center	8 Yard	1
Parks and Recreation	2300 Rosewood - Rosewood Park	10 Yard	1
Parks and Recreation	2300 Rosewood - Rosewood Park	8 Yard	1
Parks and Recreation	2300 Rosewood - Rosewood Park	30 yard	1
Parks and Recreation	3911 Manchaca Rd - South Austin Rec	6 Yard	1

## Current and Anticipated Service Requirements by Locations Attachment A

City Department	Address	Description of Container and Size	Frequency of p/u per week
Parks and Recreation	1100 Cumberland - South Austin Rec	8 Yard	1
Parks and Recreation	1100 Cumberland - South Austin Rec	10 Yard	1
Parks and Recreation	2407 Canterbury - Metz	6 Yard	1
Parks and Recreation	800 Grove - Montopolis Sport Ctr	8 Yard	1
Parks and Recreation	1200 Montopolis - Montopolis Rec Center	8 Yard	1
Parks and Recreation	5801 Ainez - Dove Springs Rec	10 Yard	1
Parks and Recreation	5801 Ainez - Dove Springs Rec	8 Yard	1
Parks and Recreation	34 Robert Martinez - Camacho	8 Yard	1
Parks and Recreation	808 Nile St - Conley Guerrero	4 Yard	1
Parks and Recreation	2416 Barton Springs Rd - Austin Nature	6 Yard	1
Parks and Recreation	919 W 28th 1/2 St - PARD Annex	30 yard	1
Parks and Recreation	4300 Manor Rd - Morris Williams	8 Yard	1
Parks and Recreation	5400 Jimmy Clay - Jimmy Clay Golf Course	30 yard	1
Parks and Recreation	517 Pleasant Valley Rd - Kreig Fields	3 Yard	1
Parks and Recreation	517 Pleasant Valley Rd - Kreig Fields	8 Yard	1
Austin Police Dept	1801 E. 51st St - Blue Santa/Misc	40 Yard	1
Austin Police Dept	4800 Shaw Lane - Police Academy	6 yard	1
Austin Police Dept	12425 Lamplight Village - North Sub	4 yard	1
Austin Police Dept	404 Ralph Ablanedo - S Sub Station	6 yard	1
Austin Police Dept	812 Springdale - Forensics	10 yard	1
Electric Department	721 Barton Springs Rd - Townlake Ctr	10 Yard	1
Electric Department	2412 Kramer Ln - Bldg D	8 Yard	1
Electric Department	2412 Kramer Ln - Bldg D	30 Yard	2
Electric Department	2526 Kramer Lane - EUD Illumination	20 Yard	1
Electric Department	2412 Kramer Ln - Bldg C	40 Yard Compactor	1
Electric Department	2309 Gardenia - Howard Ln Site	30 Yard	1
Electric Department	301 West Avenue - Elec Serv Bldg	6 Yard	1
Electric Department	10001 Decker Rd - Decker Power Plt	30 Yard	1
Electric Department	13005 Fallwell Lane - Sandy Hill	6 Yard	1
Electric Department	11400 Burnet Rd - Suite 62	6 Yard	1

## Current and Anticipated Service Requirements by Locations Attachment A

City Department	Address	Description of Container and Size	Frequency of p/u per week
Electric Department	8003 Decker Lane - Decker Plant	8 Yard	1
Electric Department	2400 Holly St.- Holly Power Plant	4 Yard	1
Electric Department	2400 Holly St.- Holly Power Plant	6 Yard	1
Electric Department	2500 Montopolis Dr - Field Office	4 Yard	1
Electric Department	2526 Kramer Lane - EUD Illumination	8 Yard	1
Electric Department	4411 Meinardus - Elect Ro	40 Yard	2
Electric Department	4411 Meinardus - Elect Ro	40 Yard Compactor	1
Electric Department	2100 E. St Elmo - Department Office	8 Yard	1
Electric Department	900 Ben White - Laydown Yard	40 yard	1
Electric Department	906 Justin Ln - Electric	10 Yard	1
Electric Department	906 Justin Ln - Electric Subs	40 Yard	1
Electric Department	906 Justin Lane - Service Center	40 Yard	2
Water & Waste Water	10330 Golfcourse Rd - Bergstrom Gold	8 Yard	1
Water & Wastewater	3635 RR 620 - Reicher Ranch	4 Yard	1
Water & Waste Water	600 W Cesar Chavez - Green Water	8 Yard	1
Water & Waste Water	3500 W. 35th St - Davis Treatment	8 Yard	1
Water & Waste Water	1000 Forest View - Ullrich Plant	3 yard	1
Water & Waste Water	14050 Summitt - Summitt Ctr	3 yard	1
Water & Waste Water	6301 Harold Ct - E Service Center	10 Yard	1
Water & Waste Water	3616 S. 1st St - South Austin Ctr	6 Yard	1
Water & Waste Water	2600 Webberville Rd - Webberville Ctr	30 yard	1
Water & Waste Water	625 E. 10th St - Waller Creek	10 Yard	1
Water & Waste Water	3511 Manor Rd - Manor Rd Site	4 Yard	1
Water & Waste Water	901 Koenig Lane - N Service Ctr	10 Yard	1
Water & Waste Water	13009 Fallwell Lane - S Austin Plant	4 Yard	1
Water & Waste Water	911 Linder Lane - Govalle WTP	6 Yard	1
Water & Waste Water	2210 FM 973 - Hornsby Bend	8 Yard	1
Water & Waste Water	2210 FM 973 - Hornsby Bend	30 yard	1
Water & Waste Water	2210 FM 973 - Hornsby Bend	20 yard	1
Water & Waste Water	7113 E. MLK - Walnut Creek Plant	8 Yard	1
Water & Waste Water	3907 S Industrial - SE Service Ctr	8 Yard	1
Water & Waste Water	3907 S Industrial - SE Service Ctr	6 Yard	1



## Current and Anticipated Service Requirements by Locations Attachment A

City Department	Address	Description of Container and Size	Frequency of p/u per week
SWS	3810 Todd Lane	40 Yard	1
Code Compliance	8301 Cameron Rd	30 Yard	1
Convention Center	500 E. Cesar Chavez Dock C	34 Yd Compactor	1
Convention Center	500 E. Cesar Chavez Dock B	34 Yd Compactor	1
Convention Center	500 E. Cesar Chavez	40 Yard	1
Convention Center	500 E. Cesar Chavez Dock A - Bale Recycle	34 Yd Compactor	1
Convention Center	500 E. Cesar Chavez Dock C	Compactor Rental	1
Convention Center	500 E. Cesar Chavez Dock B	Compactor Rental	1
Convention Center	500 E. Cesar Chavez Dock A	Compactor Rental	1
Convention Center	900 Barton Springs - Palmer	Compactor Rental	1
Convention Center	900 Barton Springs - Palmer	34 Yd Compactor	1
Aviation	2901 Employee Dr	10 Yard	1
Aviation	3819 Bergstrom Dr	10 Yard	1
Aviation	2716 Spirit of Texas Dr	8 Yard	1
Aviation	9400 Freight Lane	8 yard	1
Aviation	3819 Bergstrom Dr	30 Yard	1
Aviation	3601 General Aviation Blvd	30 Yard	1
TPSD	6301 Harold Ct - Harold Court	3 Yard	1
TPSD	6301 Harold Ct - Harold Court	4 Yard	1
TPSD	6301 Harold Ct - Harold Court	6 Yard	1
TPSD	6301 Harold Ct - Harold Court	10 Yard	1
TPSD	4411 Meinardus	4 Yard	1
TPSD	2412 Kramer Lane	3 Yard	1
TPSD	1501 Toomey - Traffic Signal Trash	10 Yard	1

## Current and Anticipated Service Requirements by Locations Attachment A

City Department	Address	Description of Container and Size	Frequency of p/u per week
TPSD	1501 Toomey - Traffic Signal Recycle	8 Yard	1
Financial Services	4916 IH35 - First Workers	8 Yard	1
Financial Services	1156 W Cesar Chavez - Humane Soc	8 Yard	1
Financial Services	100 IH35 N - Palm	8 Yard	1
Financial Services	4201 Ed Bluestein Blvd - Building Svc	8 Yard	2
Financial Services	8301 Cameron Rd - Building 4	4 Yard	1
Financial Services	1006 Smith Rd - Radio Shop	8 Yard	1
Financial Services	2001 E. 5th St - Central Stores	4 Yard	1
Financial Services	8301 Cameron Rd - Compactor Recycle	40 yard Compactor	1
Financial Services	8301 Cameron Rd - Compactor Trash	40 yard Compactor	1
Financial Services	8301 Cameron Rd	30 Yard	1
Financial Services	8301 Cameron Rd	Compactor Rental	1
Financial Services	411 Chicon - Building Services	10 Yard	1
Financial Services	601 Airport Blvd - Admin East Campus	8 Yard	1
Financial Services	700 E. 7th St - Municipal Court	10 Yard	1
Financial Services	15 Waller St - RBJ	4 yard	1
Financial Services	2508 Durwood - S Austin Neighbor	6 Yard	1
Financial Services	2209 Rosewood Ave - Dewitty	6 Yard	1
Financial Services	2800 Webberville Rd - R/Z neighbor	8 Yard	1
Financial Services	4122 Todd Lane - Building Services	3 Yard	1
Financial Services	6301 Harold Ct - Street&Bridge	10 Yard	1
Financial Services	1416 Montopolis - Montopolis Neigh	8 Yard	1
Financial Services	301 W 2nd St - City Hall	4 yard	2
Financial Services	6301 Harold Ct - Fleet Master	4 Yard	1
Financial Services	6301 Harold Ct - Fleet Master	6 Yard	1
Financial Services	714 E. 8th St - Service Ctr 5	6 Yard	1
Financial Services	1182 Hargrave - Auction	10 Yard	1
Financial Services	4411 Meinardus - Service Ctr 8	6 Yard	1
Financial Services	4411 Meinardus - Service Ctr 8	8 Yard	1
Financial Services	2400 Kramer Ln - Service Ctr 13	8 Yard	1
Financial Services	5010 Old Manor Rd - 911 Facility	6 Yard	1

## Current and Anticipated Service Requirements by Locations Attachment A

City Department	Address	Description of Container and Size	Frequency of p/u per week
Future Location #1	To be Decided	4 yard	1
Future Location #2	To be Decided	4 yard	1
Future Location #3	To be Decided	4 yard	1
Future Location #4	To be Decided	4 yard	1
Future Location #5	To be Decided	4 yard	1
Future Location #6	To be Decided	6 yard	1
Future Location #7	To be Decided	6 yard	1
Future Location #8	To be Decided	6 yard	1
Future Location #9	To be Decided	6 yard	1
Future Location #10	To be Decided	6 yard	1
Future Location #11	To be Decided	20 yard roll off	1
Future Location #12	To be Decided	20 yard roll off	1
Future Location #13	To be Decided	40 yard roll off	1
Future Location #14	To be Decided	40 yard roll off	1
Future Location #15	To be Decided	40 yard roll off	1

**BID SHEET**  
**REFUSE COLLECTION AND HAULING SERVICES**  
**FOR CITY OF AUSTIN DEPARTMENTS**  
**IFB - BEST VALUE - SDC0158**

**SECTION 1 – BID PRICE (60 Points)**

These points will be awarded on a prorated basis among all bidders. The bidder offering the lowest total cost will receive the most points. Bidders shall submit prices for providing all refuse and recycling collection and hauling services as required by the specifications, including all landfill disposal charges and fees. The landfill disposal of refuse may be at the Bidder's own disposal facility or other legally operated landfill facility of Bidder's choice. Prices should reflect maximum price charged per product category.

**REFUSE CONTAINERS (DUMPSTERS)** - Furnish all labor and equipment to provide refuse collection, hauling, and disposal services for the City Departments as required per the attached specification.

**NOTE:** Container quantities, sizes and collection schedules are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers per facility. Annual bid prices for refuse collection, hauling, and disposal will be calculated based on estimated quantities and schedules. However, the Contractor shall invoice the City based on actual container quantities, sizes and collection schedules.

BID LINE	DUMPSTER SIZE	PICK-UPS PER WEEK	EST. CONTAINERS		UNIT PRICE PER CONTAINER PER MONTH		# OF MONTHS	ANNUAL PRICE
1.1	3 YD	1	14	x	\$ /mo	x	12	\$
1.2	3 YD	2	1	x	\$ /mo	x	12	\$
1.3	3 YD	3	2	x	\$ /mo	x	12	\$
1.4	3 YD	4	2	x	\$ /mo	x	12	\$
1.5	4 YD	1	16	x	\$ /mo	x	12	\$
1.6	4 YD	2	6	x	\$ /mo	x	12	\$
1.7	4 YD	3	1	x	\$ /mo	x	12	\$
1.8	4 YD	4	2	x	\$ /mo	x	12	\$
1.9	4 YD	5	2	x	\$ /mo	x	12	\$
1.10	4 YD	6	2	x	\$ /mo	x	12	\$
1.11	6 YD	1	17	x	\$ /mo	x	12	\$
1.12	6 YD	2	17	x	\$ /mo	x	12	\$
1.13	6 YD	3	2	x	\$ /mo	x	12	\$
1.14	6 YD	4	2	x	\$ /mo	x	12	\$
1.15	6 YD	5	2	x	\$ /mo	x	12	\$
1.16	8 YD	1	37	x	\$ /mo	x	12	\$
1.17	8 YD	2	25	x	\$ /mo	x	12	\$
1.18	8 YD	3	7	x	\$ /mo	x	12	\$
1.19	8 YD	4	2	x	\$ /mo	x	12	\$
1.20	8 YD	5	1	x	\$ /mo	x	12	\$
1.21	10 YD	1	15	x	\$ /mo	x	12	\$
1.22	10 YD	2	18	x	\$ /mo	x	12	\$
1.23	10 YD	3	2	x	\$ /mo	x	12	\$
1.24	10 YD	4	2	x	\$ /mo	x	12	\$
1.25	10 YD	5	1	x	\$ /mo	x	12	\$
1.26	10 YD	6	1	x	\$ /mo	x	12	\$
<b>Sub-Total (Items 1.1 - 1.26)</b>								<b>\$</b>

BID SHEET  
 REFUSE COLLECTION AND HAULING SERVICES  
 FOR CITY OF AUSTIN DEPARTMENTS  
 IFB - BEST VALUE - SDC0158

**SINGLE-STREAM RECYCLING CONTAINERS (DUMPSTERS)** - Furnish all labor and equipment to provide refuse collection, hauling, and disposal services for the City Departments as required per the attached specification.

**NOTE:** Recycling container quantities and number of collections per week are estimates. The City reserves the right to increase or decrease the number of containers and the size of the containers. The City also reserves the right to change the frequency of recycling collection per facility. Annual bid prices for recycling collection and hauling will be calculated based on estimated quantities and an estimated collection schedule. However, Contractor shall invoice the City based on actual quantities and sizes, and actual collection frequency.

BID LINE	CONTAINER SIZE	PICK-UPS PER WEEK	EST. CONTAINERS		UNIT PRICE PER CONTAINER PER MONTH		# OF MONTHS	ANNUAL PRICE
1.27	4 YD	1	10	x	\$ /mo	x	12	\$
1.28	4 YD	2	20	x	\$ /mo	x	12	\$
1.29	4 YD	3	60	x	\$ /mo	x	12	\$
1.30	4 YD	4	20	x	\$ /mo	x	12	\$
1.31	4 YD	5	10	x	\$ /mo	x	12	\$
<b>Sub-Total (Items 1.27 - 1.31)</b>								<b>\$</b>

*include events*

**SPECIAL COLLECTIONS** - Cost of extra pick-ups for containers already at a specified location and specified collection schedule

BID ITEM	SIZE	ESTIMATED # OF HAULS PER YR.	x	PRICE PER HAUL	=	ANNUAL PRICE
1.32	3 YD	30	x	\$	=	\$
1.33	4 YD	30	x	\$	=	\$
1.34	6 YD	30	x	\$	=	\$
1.35	8 YD	45	x	\$	=	\$
1.36	10 YD	65	x	\$	=	\$
1.37	4 YD Recycling Container	50	x	\$	=	\$
<b>Sub-Total (Items 1.32 - 1.37)</b>						<b>\$</b>

**ROLL-OFF / COMPACTOR RENTAL** - Items 1.38 - 1.44 are on collection frequencies as requested

BID ITEM	SIZE	ESTIMATED # OF ROLL-OFFS		MONTHLY RENTAL RATE		# OF MONTHS	YEARLY RENTAL RATE
1.38	20 YD	8	x	\$	x	12	\$
1.39	30 YD	16	x	\$	x	12	\$
1.40	40 YD	22	x	\$	x	12	\$
1.41	20 YD COMP	1	x	\$	x	12	\$
1.42	34 YD COMP	1	x	\$	x	12	\$
1.43	40 YD COMP	3	x	\$	x	12	\$
1.44	BAILER	1	x	\$	x	12	\$
<b>Sub-Total (Items 1.38 - 1.44)</b>							<b>\$</b>

*Maybe make*

BID SHEET  
 REFUSE COLLECTION AND HAULING SERVICES  
 FOR CITY OF AUSTIN DEPARTMENTS  
 IFB - BEST VALUE - SDC0158

ROLL-OFF / COMPACTOR RENTAL HAULING FEES						
BID ITEM	SIZE	ESTIMATED # OF HAULS PER YR.		PRICE PER HAUL		ANNUAL PRICE
1.45	20 YD	200	x	\$	=	\$
1.46	30 YD	600	x	\$	=	\$
1.47	40 YD	220	x	\$	=	\$
1.48	20 YD COMP	52	x	\$	=	\$
1.49	34 YD COMP	35	x	\$	=	\$
1.50	40 YD COMP	70	x	\$	=	\$
1.51	BALER	12	x	\$	=	\$
		(bail size 1000/1200)				
<b>Sub-Total (Items 1.45 - 1.51)</b>						<b>\$</b>

ON-CALL - Includes cost for container rental fee (including delivery and pick-up of roll-off) and haul fee						
BID ITEM	SIZE	ESTIMATED # OF HAULS PER YR.		PRICE PER HAUL		ANNUAL PRICE
1.52	20 YD	50	x	\$	=	\$
1.53	30 YD	130	x	\$	=	\$
1.54	40 YD	130	x	\$	=	\$
1.55	20 YD COMP	25	x	\$	=	\$
1.56	34 YD COMP	25	x	\$	=	\$
1.57	40 YD COMP	25	x	\$	=	\$
1.58	BULKY ITEM PICK-UP	52	x	\$	=	\$
<b>Sub-Total (Items 1.52 - 1.58)</b>						<b>\$</b>

CITY OF AUSTIN FURNISHED EQUIPMENT (COAFE)						
BID ITEM	SIZE	ESTIMATED # OF COMPACTORS	ESTIMATED # OF HAULS		PRICE PER HAUL	ANNUAL PRICE
1.59	40 YD COMP	2	72	x	\$	= \$

BID SHEET  
 REFUSE COLLECTION AND HAULING SERVICES  
 FOR CITY OF AUSTIN DEPARTMENTS  
 IFB - BEST VALUE - SDC0158

SPECIAL CLEANING FEE FOR ROLL-OFFS							
BID ITEM		ESTIMATED # OF ROLL-OFFS (COMPACTORS) TO BE CLEANED YEARLY	TOTAL ESTIMATED # OF CLEANINGS PER YEAR		PRICE PER CLEANING		TOTAL COST FOR CLEANING
1.60		6	72	x	\$	=	\$

<b>TOTAL 1.1 through 1.60</b>	<b>\$</b>
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BID SHEET  
 REFUSE COLLECTION AND HAULING SERVICES  
 FOR CITY OF AUSTIN DEPARTMENTS  
 IFB - BEST VALUE - SDC0158

**ITEMS 1.61 THROUGH 1.94 ARE FOR INFORMATIONAL PURPOSES ONLY:**

**THE CITY OF AUSTIN RESERVES THE RIGHT TO MODIFY THE CONTRACT AND ADD ANY OF THE ITEMS LISTED IN SECTION 2.0 TO THE CONTRACT. BIDDERS SHALL PUT PRICING IN FOR EACH ITEM (1.61- 1.94).**

REFUSE CONTAINERS				
ITEM	SIZE	PICK-UPS PER WEEK	EST. QTY.	UNIT PRICE
1.61	3 YD	5	1	\$ /mo
1.62	3 YD	6	1	\$ /mo
1.63	3 YD	5	1	\$ /mo
1.64	6 YD	6	1	\$ /mo
1.65	8 YD	6	1	\$ /mo

RECYCLING CONTAINERS				
ITEM	SIZE	PICK-UPS PER WEEK	EST. QTY.	UNIT PRICE
1.66	3 YD	1	1	\$ /mo
1.67	3 YD	2	1	\$ /mo
1.68	3 YD	3	1	\$ /mo
1.69	3 YD	4	1	\$ /mo
1.70	3 YD	5	1	\$ /mo

ROLL-OFFS				
ITEM	SIZE	PICK-UPS PER MONTH	EST. QTY.	UNIT PRICE
1.71	20 YD	2	1	\$ /mo
1.72	20 YD	3	1	\$ /mo
1.73	20 YD	4	1	\$ /mo
1.74	20 YD	5	1	\$ /mo
1.75	20 YD	6	1	\$ /mo
1.76	30 YD	2	1	\$ /mo
1.77	30 YD	3	1	\$ /mo
1.78	30 YD	4	1	\$ /mo
1.79	30 YD	5	1	\$ /mo
1.80	30 YD	6	1	\$ /mo
1.81	40 YD	2	1	\$ /mo
1.82	40 YD	3	1	\$ /mo
1.83	40 YD	4	1	\$ /mo
1.84	40 YD	5	1	\$ /mo
1.85	40 YD	6	1	\$ /mo



**BID SHEET  
REFUSE COLLECTION AND HAULING SERVICES  
FOR CITY OF AUSTIN DEPARTMENTS  
IFB - BEST VALUE - SDC0158**

<b>RECYCLING COMPACTORS - Hauled to &amp; emptied at City-designated recycling facility.</b>			
ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE
1.86	30 YD. Monthly Rental	1	\$
1.87	Spec. Coll. Fee	1	\$
1.88	Cleaning Fee	1	\$
1.89	40 YD. Monthly Rental	1	\$
1.90	Spec. Coll. Fee	1	\$
1.91	Cleaning Fee	1	\$

<b>BAILERS - Leasing of vertical downstroke bailers for recycling cardboard. 1.92 through 1.94 are for bale delivery to City-designated recycling facility.</b>			
ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE
1.92	BAILER RENTAL	1	\$
1.93	400-600 lb bales	1	\$
1.94	Price Per Collection/Trip	1	\$

**SECTION 2 – COMPANY EXPERIENCE / HISTORY (7.5 Points)**

Please provide with bid a summary of company's experience/history, especially regarding services similar to those required at designated City facilities. Additionally, please include any documented recognition or commendation for environmental excellence in the Austin area.

**SECTION 3 – COMPANY EQUIPMENT (7.5 Points)**

Please provide with bid a list the size, type and age of collection equipment/vehicles that will be used to collect refuse and recycling at designated City facilities. Be sure to indicate if the vehicles included on your list have alternative fuel capability, such as hybrid, CNG, biodiesel (from local sources), etc.

**SECTION 4 – COMPANY INVOLVEMENT AND COLLABORATION (15 Points)**

Please provide with bid a summary of how your company can become more creatively involved in helping the City encourage its employees at City facilities to embrace the concept of Zero Waste and generate less waste and increase recycling.

**SECTION 5 – RESOURCE DEDICATION AND SERVICE LEVEL (10 Points)**

Please provide a summary of how your company has worked with previous partners or clients in Austin to be flexible and responsive to the client's concerns. In particular, identify the commitments and resources your company is willing to dedicate to implement adjustments quickly and work positively with the City to provide excellent service at designated City facilities.

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

**SOLICITATION NUMBER:** SDC0158

**OFFEROR'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Offeror shall furnish, with the Offer, the following information, for at least 3 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     )  
Email Address \_\_\_\_\_
  
2. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     )  
Email Address \_\_\_\_\_
  
3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     )  
Email Address \_\_\_\_\_
  
4. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     )  
Email Address \_\_\_\_\_
  
5. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     )  
Email Address \_\_\_\_\_

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NONDISCRIMINATION CERTIFICATION**  
**SOLICITATION NO. SDC0158**

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

**Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:**

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

**Please check one of the following:**

- Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.
- Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

**Minimum Standard Nondiscrimination in Employment Policy:**

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

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

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

**Sanctions:**

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

Contractor's Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**  
**SOLICITATION NO. SDC0158**

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

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

Contractor's Name:

Signature of Officer  
or Authorized  
Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. SDC0158**

**FOR  
REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS**

**State of Texas**

**County of Travis**

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

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

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

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

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

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

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

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

OFFEROR'S EXPLANATION:

Contractor's Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION**  
*(Please duplicate as needed)*

**SOLICITATION NO. SDC0158**

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number: SDC0158	Description of Services: REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS
--------------------------	---

Contractor Name: Insert Contractor's Name

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)



**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. SDC0158**

- 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 principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (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: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

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

SOLICITATION NUMBER: SDC0158

PROJECT NAME: REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

SOLICITATION NUMBER:	
PROJECT NAME:	

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

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

Date \_\_\_\_\_

Director/Deputy Director \_\_\_\_\_

Date \_\_\_\_\_

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

**SOLICITATION NUMBER:**                      **SDC0158**

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

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

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

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

**COMMODITY CODE:** 96239

**DESCRIPTION:**Hauling Services

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

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

Contractor's Name: \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Signature of Officer or \_\_\_\_\_  
Authorized \_\_\_\_\_  
Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title \_\_\_\_\_



TO: Stephen Elkins, Director  
Department of Small and Minority Business Resources

FROM: Steve Cocke, Buyer II

DATE: July 20, 2010

SUBJECT: Approval to use Zero Goals for Solicitation No. SDC0158  
Project Name:

REFUSE AND RECYCLING COLLECTION SERVICES - CITY DEPARTMENTS

Commodity

Code(s): 96239- Hauling Services / 96270- RECYCLING SERVICES,  
(INCLUDING COLLECTION)

Estimated Value: \$975,000 Annually

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

No Goals (Goal of 0%)

This determination is based on the following reasons:

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

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

Approval is hereby granted to use the above Goals.

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

a. Goals: \_\_\_\_\_% MBE \_\_\_\_\_% WBE

b. Subgoals \_\_\_\_\_% African American \_\_\_\_\_% Hispanic

\_\_\_\_\_% Native/Asian American \_\_\_\_\_% WBE

This determination is based on the following reasons:

*There are very limited subcontracting opportunities for this solicitation. This is an agreement to collect Refuse / Recycling Collection Services.*

*Amelie Jones on behalf of*  
Stephen Elkins, Director  
cc: Lorena Resendiz

Date: 7/23/2010



TO: Stephen Elkins, Director  
Department of Small and Minority Business Resources

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\_\_\_\_\_% Native/Asian American \_\_\_\_\_% WBE

This determination is based on the following reasons: \_\_\_\_\_

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

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

Stephen Elkins, Director  
cc: Lorena Resendiz