



**Amendment No. 1
to
Contract No. NR160000006
for
Curbside Textile Recycling Services
between
Great Lakes Recycling dba Simple Recycling
and the
City of Austin**

1.0 The City hereby amends contract number NR160000006 as follows:

1.1 Section 3 F. of the contract shall be amended to include the following:

- ✓ Contractor shall provide the City's Contract Manager with copies of current compliance with any and all State of Texas regulatory agencies business license and permit requirements, local city and county licenses, permits and/or regulatory compliances needed to operate a textile recycling business in the State of Texas, County of Travis and City of Austin. Contractor shall provide to the City's Contract Manager copies of all documents on or before November 10, 2016. Failure to provide proper authorization to do business in the State Texas, Travis County and City of Austin shall subject the start date of the program to be suspended and or termination of the agreement.
- ✓ Contractor shall provide the City's Contract Manager with a copy of its current hauler's permit to operate a collection business in the City of Austin and State of Texas on or before November 10, 2016.
- ✓ Contractor shall provide to the City's Contract Manager a copy of its Texas, Secretary of State, registration and authorization to operate a foreign or out-of-state business in Texas on or before November 10, 2016.

"Trial run" shall be conducted by the Contractor prior to launch. Within two weeks after the "trial run" period of the program, Contractor agrees to provide written documentation to the City's Contract Manager detailing all areas of concern, suggestions, and relevant information noted during the trial period, relating to routes, scheduling and other matters to address or for resolution or with description of remedies already implemented prior to launch.

1.2 Section 3 H. of the contract scope of work shall be amended to include the following:

- ✓ Contractor shall coordinate with their secondary markets to collect, bale, recycle and/or return to ARR for recycling all plastic bags collected from ARR customers.

1.3 Section 3 I. of the contract scope of work shall be amended to include the following:

- ✓ Contractor agrees the start/launch date of the curbside residential textile recycling program will not begin until Contractor has properly secured a sufficient facility to handle the volume of materials collected from all residential customers in the City of Austin. No promotional or other materials shall be mailed out to residents prior to Contractor securing said facility, licenses and permits as detailed in Section 3 F., and receiving approval from the City.
- ✓ Contractor shall provide the City with a fully executed copy of the lease or purchase agreement of the facility at least two weeks prior to any mail outs relating to the program or indicating start dates, as stipulated below.
- ✓ If Contractor fails to provide the City with a properly approved facility and licenses and permits as detailed in Section 3 F., the launch dates shall be delayed until such time that the City has been assured of a properly secured facility and licenses and permits as detailed in Section 3 F. Start date shall be subject to City approval.



Office of the Secretary of State

CERTIFICATE OF FILING OF

Great Lakes Recycling, Inc.
File Number: 802547424
Assumed Name
Simple Recycling

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing

Dated: 09/21/2016

Effective: 09/21/2016



A handwritten signature in black ink, appearing to read "C. Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

Great Lakes Recycling, Inc.
File Number: 802547424

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign For-Profit Corporation to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

Great Lakes Recycling, Inc.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/21/2016

Effective: 09/21/2016



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State



City of Austin

P.O. Box 1088, Austin, TX, 78767

AUSTIN **CODE** DEPARTMENT

September 29, 2016

Dear Waste Hauler Customer:

Your 2016 Vehicle License Decals are enclosed. Please place one on each door of the vehicle.

If you have any questions, please feel free to contact me via phone or e-mail.

Sincerely,

Mark Wensel
Program Specialist
City of Austin – Austin Code Department
Office 512-974-9035
Email mark.wensel@austintexas.gov
www.austintexas.gov/hauler



**City Of Austin
Austin Code Department**



2016



**Private Recycling Hauler
License**

1155-V1001-BP-2016

GXR4962



**City Of Austin
Austin Code Department**



2016



**Private Recycling Hauler
License**

1155-V1001-BP-2016

GXR4962

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made this 7 day of October 2016, by and between X-PRESS MICRO, INC. (herein, "Sublessor"), and Mercantile Thrift Stores, Inc. (herein, "Sublessee").

Sublessor is the Tenant under that certain Lease Agreement (as amended, the "Main Lease") by and between Western A South TX LLC, a Delaware LLC, as Landlord (herein, "Landlord") and X-Press Micro, Inc., a Texas corporation, as Tenant (herein "Sublessor"), executed on or about January 26, 2012, for the premises described in the Main Lease (herein, "Leased Premises"), a true and correct copy of which Main Lease and all amendments are attached hereto as Exhibit "C" and incorporated herein by this reference.

In consideration of the mutual promises contained herein, Sublessor hereby subleases the Leased Premises to Sublessee, subject to the terms of the Main Lease, and subject further to the provisions of this Sublease, as follows:

1. Sublessee hereby agrees to abide by and observe all the terms, covenants and conditions of the Main Lease. The Main Lease provides for certain premises consisting of approximately 21,175 rentable square feet of space located at 2120 Grand Avenue Parkway, Suite 175, Austin, TX 78728. Sublessee shall have access to a portion of the Leased Premises totaling 4,898 square feet as shown in Exhibit A attached hereto.
2. The term of this Sublease shall commence November 1, 2016, but no sooner than execution of Sublease document and consent of Landlord, provided, however, that this Sublease shall terminate upon the termination (for any cause whatsoever) of the Main Lease, effective as of the effective date of the termination of the Main Lease, or ii). The termination date of the Main Lease is December 21, 2017.
3. Insofar as the provisions of the Main Lease do not conflict with the specific provisions of this Sublease Agreement, they and each of them are incorporated into this Sublease as if fully completely rewritten herein, and Sublessee agrees to be bound to the Sublessor by all the terms of the Main Lease and to assume towards Sublessor and perform all the obligations and responsibilities that Sublessor, by the Main Lease, assumes towards the Landlord, except for the payment of rent by Sublessee to Sublessor, which is governed by Paragraph 4 herein. Sublessee further agrees to indemnify and hold harmless Sublessor from any claim or liability under the Main Lease. The relationship between Sublessee and Sublessor shall be the same as that between Sublessor and Landlord under the Main Lease.
4. Rentals. On the Effective Date of this Agreement, Sublessee shall pay to Sublessor rent for the Premises at the following rates per month during the term hereof. Sublessee agrees to pay Sublessor, the sum of the base rent, in advance on the 1st day of each calendar month during the term of the Sublease.

A. Gross Rent.

11/01/2016 – 12/31/2017: 

5. Miscellaneous Agreements. The following agreements are exclusively agreed upon between Sublessor and Sublessee:
- A. Sublessee shall have access to the subleased premises on a 24/7/365 basis through the personnel door near the drive-in ramp to the warehouse area.
 - B. Sublessee shall have access to one restroom during Sublessor's business hours.
 - C. Sublessor shall construct fence in order to separate the area to be subleased at its expense.
 - D. Sublessor shall pay for all operating costs for the building with the exception of telecom services.
6. The following events shall be deemed to be events of default by Sublessee under this Sublease: any events of default by Sublessee, listed as events of default by Tenant set forth in the Main Lease, or any default in the provisions of this Sublease Agreement. Upon the occurrence of any such events of default, and in addition to any other available remedies provided by law or in equity, Sublessor shall have all remedies granted to Landlord in the Main Lease.
7. Upon Execution of this Sublease, Sublessee shall deposit with Sublessor the sum of [REDACTED] as a security deposit to be held by Sublessor pursuant to the provisions of the Main Lease.
8. Time is of the essence of this Sublease, and each and all the terms hereof.
9. Any notice or other communication required or permitted to be given under this Sublease or under the Main Lease shall be in writing and shall be deemed to be delivered on the date it is hand delivered to the party to whom such notice is given, at the address set forth below, or if such notice is mailed, on the date on which it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom such notice is directed, at the address set forth below:
- | | |
|--|---|
| If to Sublessor:
2120 Grand Avenue Parkway, Suite 175
Austin, TX 78728
Attn: Paul Tumlinson | If to Sublessee:
5425 NAIMAN PKWY
SOLON OH 44139
Attn: ADAM WINFIELD |
|--|---|
10. Sublessor shall have no liability to Sublessee for any wrongful action or default on the part of Landlord pursuant to the terms of the Main Lease, and Sublessee hereby agrees to look solely to Landlord in event of any such default, the liability and obligations of Sublessor being solely pursuant to the terms and conditions of this Sublease Agreement.
11. In the event any one or more of the provisions contained in this Sublease Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other ~~provision~~ provision hereof and this agreement shall be

construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

12. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and written or oral agreements between the parties respecting the subject matter of this Sublease Agreement.
13. Sublessor shall pay a brokerage commission to Centric Commercial and Transwestern Commercial Services pursuant to separate agreements.

EXECUTED on the 7 day of October, 2016.

SUBLESSOR:

X-Press Micro, Inc.

By: E. Noble Haden
Title: V.P.
Date: 10-13-16

SUBLESSEE:

Mercantile Thrift Stores, Inc.

By: Adam Winfield
Title: Vice President
Date: 10/7/16

CONSENT BY LANDLORD

Landlord's consent for this Sublease is provided in Exhibit B attached hereto.

Exhibit A

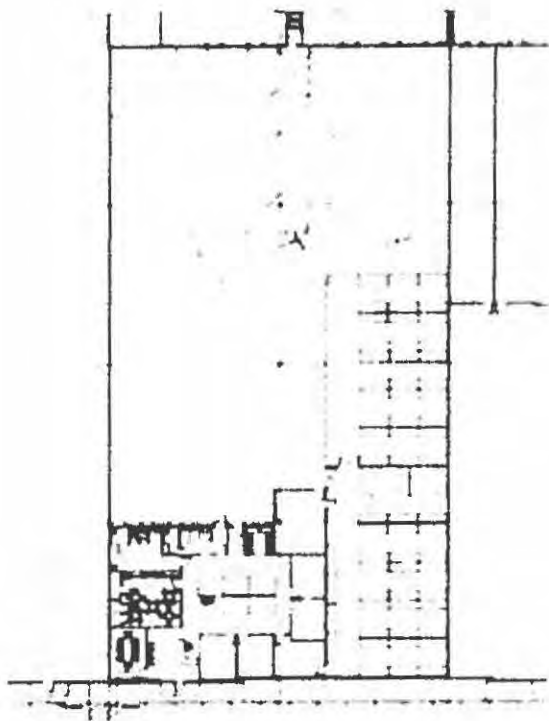


EXHIBIT B - CONSENT BY LANDLORD TO SUBLEASE

Whereas, the undersigned is the current Landlord under that certain Lease Agreement, dated January 26, 2012 (as amended and extended from time to time, the "Prime Lease"), with X-PRESS MICRO, INC., a Texas corporation ("Tenant"), for that certain premises located at 2120 Grand Avenue Parkway, Suite 175, Austin, Texas 78728 (the

EX. B

CONSENT BY LANDLORD TO SUBLEASE

Whereas, the undersigned is the current Landlord under that certain Lease Agreement, dated January 26, 2012 (as amended and extended from time to time, the "Prime Lease"), with X-Press Micro, Inc., a Texas corporation ("Tenant"), for that certain premises located at 2120 Grand Avenue Parkway, Suite 175, Austin, Texas (the "Premises").

Whereas, Tenant desires to enter into that certain Sublease Agreement, dated ~~October 1~~ ^{November 1}, 2016 (the "Sublease"), with Mercantile Thrift Stores Inc., a Texas corporation ("Sublessee"), for a portion of the Premises and has requested that Landlord consent to the Sublease. Landlord hereby conditionally consents to the entry into the Sublease upon the express understandings and conditions that:

1. Landlord neither approves nor disapproves the terms, conditions and agreements contained in the Sublease (all of which shall be subordinate and subject at all times to the terms, covenants and conditions of the Prime Lease) and assumes no liability or obligation of any kind whatsoever on account of anything contained in the Sublease;
2. By executing this consent, Landlord shall not be deemed to have waived any rights under the Prime Lease nor shall Landlord be deemed to have waived Tenant's obligations to obtain any required consents under the Prime Lease (other than consent to the Sublease);
3. Notwithstanding anything in the Sublease to the contrary, Tenant shall be and continue to remain liable for the payment of rent and the full and prompt performance of all of the obligations of Tenant under and as set forth in the Prime Lease;
4. Nothing contained in the Sublease shall be taken or construed to in any way modify, alter, waive or affect any of the terms, covenants or conditions contained in the Prime Lease, or be deemed to grant Sublessee any privity of contract with Landlord, or require Landlord to accept any payments from Sublessee on behalf of Tenant;
5. The Sublease shall be deemed and agreed to be a sublease only and not an assignment and there shall be no further subletting or assignment of all or any portion of the Premises demised under the Prime Lease except in accordance with the terms and conditions of the Prime Lease;
6. If Landlord terminates the Prime Lease as a result of a default by Tenant thereunder, the Sublease shall automatically terminate concurrently therewith unless Landlord elects in writing to keep the Sublease in full force and effect in which case the Sublease shall be deemed a direct indenture of lease between Landlord and Sublessee.

TENANT:

X-Press Micro, Inc., a Texas corporation

By: Paul T. Milson
Name: X-Press Micro, Inc.
Title: President

Dated: 10-12-16

LANDLORD:

Western A South TX, LLC,
a Delaware limited liability company

By: GLP US Management LLC,
a Delaware limited liability company,
as agent for Landlord

By: Michael R. Merrier
Name: Michael R. Merrier
Title: SVP - Operations

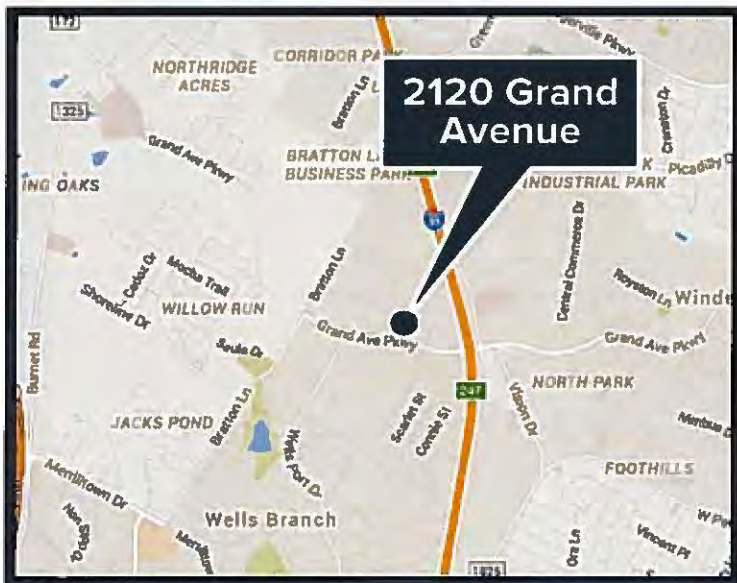
Dated: October 12, 2016



FOR SUBLEASE

Office/Warehouse - 21,175 SF

2120 Grand Avenue Pkwy, Suite 175, Austin, TX



Map Data: Google

PROPERTY INFORMATION

- **Total Building Size:** 21,175 SF
Approx. 3,400 SF office area, 2,500 SF HVAC storage area, 15,275 SF warehouse area
- **Loading:** 5 dock high doors; one drive in ramp
- **Expiration:** 11/30/17
- **Rate:** \$6.00 + NNN
- **Location:** Close proximity to I-35 and Grand Avenue Parkway.
- **Clear Height:** 28'
- **ESFR fire sprinkler system**
- **Space can be available in 30 days**
- **Will sublease up to 8,000 SF of warehouse only (area to be separated by chain link fence)**

The information contained herein was obtained from sources deemed reliable. Centric Commercial, however, makes no guarantees, warranties, or representations as to the accuracy or completeness thereof. This property information flyer is submitted subject to error, omissions, change of price or conditions, prior to sale or lease, or withdrawal without notice

**FOR MORE INFORMATION OR TO SCHEDULE A TOUR,
PLEASE CONTACT:**

ANDY SWANSON • email: swanson@centric-re.com
mobile: (512) 777 9916

RUSSELL TODD • email: todd@centric-re.com
mobile: (512) 917 9753



**CENTRIC
COMMERCIAL**

5407 Parkcrest Drive, Suite 100
Austin, Texas 78731

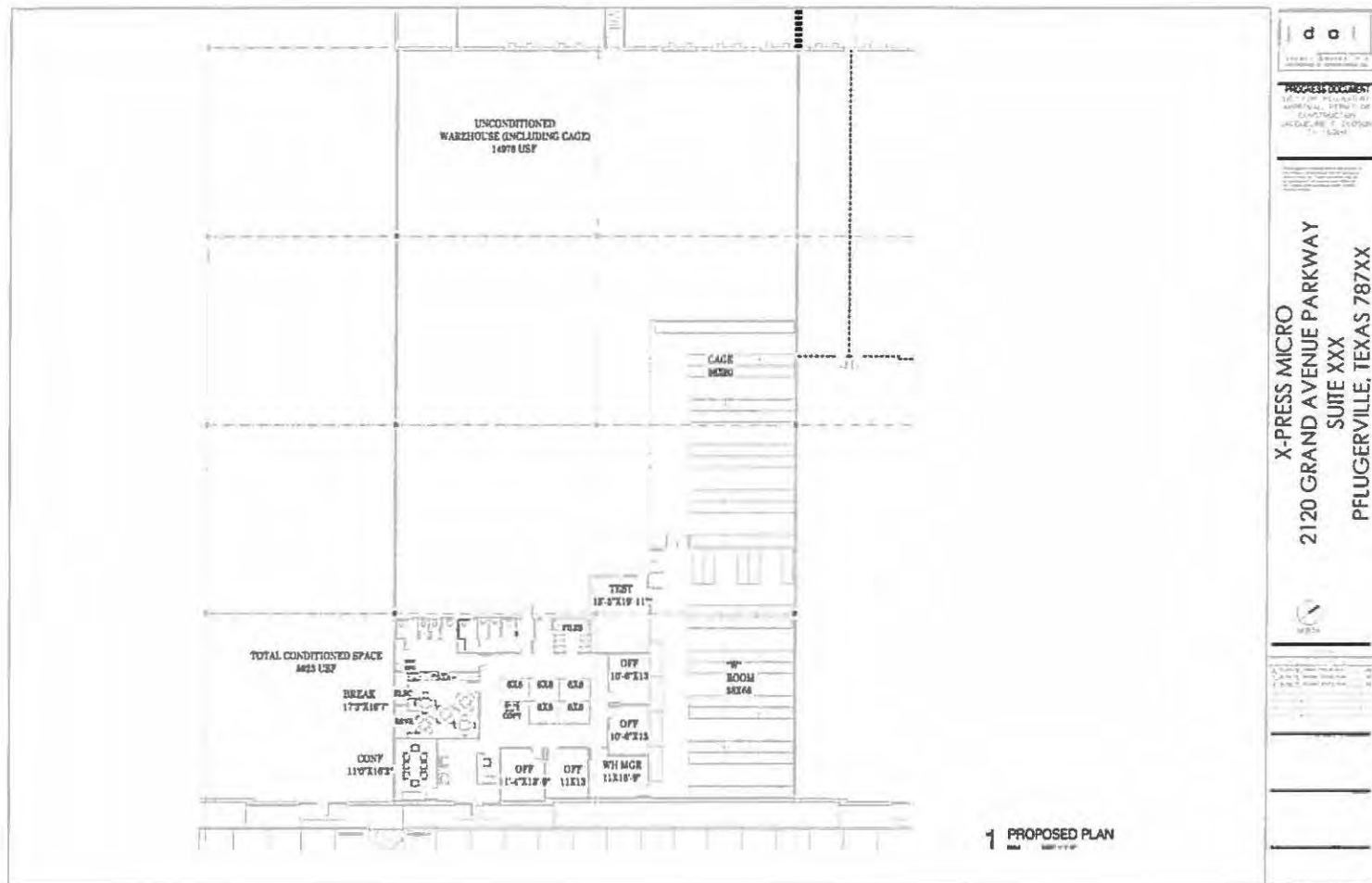
www.centric-re.com

FOR SUBLEASE

Office/Warehouse - 21,175 SF

2120 Grand Avenue Pkwy, Suite 175, Austin, TX

FLOORPLAN



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FOR MORE INFORMATION OR TO SCHEDULE A TOUR,
PLEASE CONTACT:

ANDY SWANSON • email: swanson@centric-re.com
mobile: (512) 777 9916

RUSSELL TODD • email: todd@centric-re.com
mobile: (512) 917 9753



CENTRIC
COMMERCIAL

5407 Parkcrest Drive, Suite 100
Austin, Texas 78731

www.centric-re.com



Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and

(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

TREC No. OP-K



Amendment No. 1
to
Contract No. NR160000006
for
Curbside Textile Recycling Services
between
Great Lakes Recycling dba Simple Recycling
and the
City of Austin

1.0 The City hereby amends contract number NR160000006 as follows:

1.1 Section 3 F. of the contract shall be amended to include the following:

Contractor shall provide the City's Contract Manager with copies of current compliance with any and all State of Texas regulatory agencies business license and permit requirements, local city and county licenses, permits and/or regulatory compliances needed to operate a textile recycling business in the State of Texas, County of Travis and City of Austin. Contractor shall provide to the City's Contract Manager copies of all documents on or before November 10, 2016. Failure to provide proper authorization to do business in the State Texas, Travis County and City of Austin shall subject the start date of the program to be suspended and or termination of the agreement.

Contractor shall provide the City's Contract Manager with a copy of its current hauler's permit to operate a collection business in the City of Austin and State of Texas on or before November 10, 2016.

Contractor shall provide to the City's Contract Manager a copy of its Texas, Secretary of State, registration and authorization to operate a foreign or out-of-state business in Texas on or before November 10, 2016.

"Trial run" shall be conducted by the Contractor prior to launch. Within two weeks after the "trial run" period of the program, Contractor agrees to provide written documentation to the City's Contract Manager detailing all areas of concern, suggestions, and relevant information noted during the trial period, relating to routes, scheduling and other matters to address or for resolution or with description of remedies already implemented prior to launch.

1.2 Section 3 H. of the contract scope of work shall be amended to include the following:

Contractor shall coordinate with their secondary markets to collect, bale, recycle and/or return to ARR for recycling all plastic bags collected from ARR customers.

1.3 Section 3 I. of the contract scope of work shall be amended to include the following:

Contractor agrees the start/launch date of the curbside residential textile recycling program will not begin until Contractor has properly secured a sufficient facility to handle the volume of materials collected from all residential customers in the City of Austin. No promotional or other materials shall be mailed out to residents prior to Contractor securing said facility, licenses and permits as detailed in Section 3 F., and receiving approval from the City.

Contractor shall provide the City with a fully executed copy of the lease or purchase agreement of the facility at least two weeks prior to any mail outs relating to the program or indicating start dates, as stipulated below.

If Contractor fails to provide the City with a properly approved facility and licenses and permits as detailed in Section 3 F., the launch dates shall be delayed until such time that the City has been assured of a properly secured facility and licenses and permits as detailed in Section 3 F. Start date shall be subject to City approval.

- 1.4 Section 3 U. of the contract scope of work shall be amended to include the following:

Contractor shall provide weekly reports for the first four weeks after the launch date of all customer service complaints, comments, and concerns and how they were resolved. The City may request to continue to receive the reports weekly if it is determined to be necessary for the success of the program.

Contractor shall coordinate with The City's customer service representative(s) to develop a protocol for customer calls, concerns and matters for resolve. The City shall have final approval of the procedures. As the program evolves, changes may be made to the procedures.

- 1.5 Section 4 A. of the contract scope of work shall be amended to include the following:

Contingent upon securing a facility, and proof of documentation to do business in Texas, as amended in Section 3 I. and 3 F. above, Contractor and City tentatively agree to the following program start dates:

November 14, 2016 - Contractor to mail out introductory materials to residents,
November 28, 2016 - Contractor to mail out program information and collections bags,
December 5, 2016 - Curbside textile recycling collection program launch start date.

- 1.6 Section 6 of the contract shall be amended to include the following:

Contractor shall work with the City's media representatives to establish guidelines for publications, media participation and event participation, subject to City's final approval.

Contractor shall list the return address of all correspondence sent to customers as their Texas Headquarters address and not an out of state address.

- 2.0 Total Contract amount is unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 6/23/2016 – 6/22/2019	\$0.00	\$0.00
Amendment No. 1: Amend Contract language	\$0.00	\$0.00

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

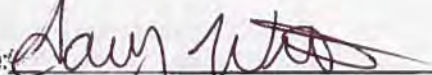
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement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

- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature: 

Printed Name: Aaron Winfield
Authorized Representative

Signature: 

Sandy Wirtanen, Senior Buyer
City of Austin
Purchasing Office

Great Lakes Recycling dba Simple Recycling
5425 Naiman Pkwy
Solon, OH 44139



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

June 23, 2016

Great Lakes Recycling dba Simple Recycling
Adam Winfield
President
5425 Naiman Pkwy
Solon, OH 44139

Dear Mr. Winfield:

The City of Austin approves the execution of a contract with your company for curbside textile recycling services in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Jocabed Gutierrez
Department Contact Email Address:	Jocabed.gutierrez@austintexas.gov
Department Contact Telephone:	512-974-6084
Project Name:	Curbside Textile Recycling Services
Contractor Name:	Great Lakes Recycling dba Simple Recycling
Contract Number:	MA 1500 NR160000006
Contract Period:	6/23/2016 – 6/22/2019
Extension Options:	Three 12-month extension options
Requisition Number:	RQM 16020100232
Solicitation Type & Number:	RFP SLW0511

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,

Sandy Wirtanen
Senior Buyer
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
GREAT LAKES RECYCLING DBA SIMPLE RECYCLING ("CONTRACTOR")
FOR
CURBSIDE TEXTILE RECYCLING SERVICES
MA 1500 NR160000006**

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

This Contract is between Great Lakes Recycling dba Simple Recycling having offices at 5425 Nairman Parkway, Solon, Ohio 44139 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 Request for Proposal 1500 SLW0511 (the "RFP").

- 1.1 **This Contract is composed of the following documents:**
 - 1.1.1 This document
 - 1.1.2 The RFP including all documents incorporated by reference and subsequent clarifications
 - 1.1.3 The Contractor's Proposal, dated April 29, 2016, including subsequent clarifications ("Contractor's Proposal").
- 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 document
 - 1.2.2 The RFP as referenced in Section 1.1.2, including all documents incorporated by reference and subsequent clarifications
 - 1.2.3 The Contractor's Proposal as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of 36 months and may be extended thereafter for up to three 12 month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 of the RFP for additional Contract requirements.
- 1.4 **Compensation.** The City shall be paid \$20 per ton for all materials collected under the Contract for the initial Contract term and \$20 per ton for each extension option.
- 1.5 **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.
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
 - 1.6.1 The first sentence of Section 0300 Paragraph 27 Termination for Cause of the RFP is replaced in its entirety with the following:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the non-defaulting party, within such thirty (30) 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.
 - 1.6.2 Section 0300 Paragraph 28 Termination Without Cause of the RFP is replaced in its entirety with the following:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon forty five (45) calendar days' prior written notice. Should the City elect to terminate the Contract without

cause, it shall not enter into any other agreement for curbside textile recycling services for a period of three (3) years unless undertaken with the Contractor unless said restriction is waived in writing in advance by the Contractor. 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.

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.

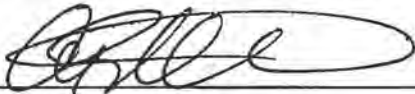
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

GREAT LAKES RECYCLING DBA SIMPLE RECYCLING

CITY OF AUSTIN

ADAM WINFIELD

Printed Name of Authorized Person



Signature

PRESIDENT

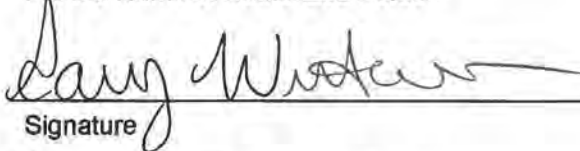
Title:

6/27/16

Date:

Sandy Wirtanen

Printed Name of Authorized Person



Signature

Senior Buyer

Title:

7/5/16

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP 1500 SLW0511

DATE ISSUED: April 4, 2016

COMMODITY/SERVICE DESCRIPTION: Curbside Textile Recycling Services

REQUISITION NO.: RQM 1500 16020100232

COMMODITY CODE: 96270

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

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

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

Sandy Wirtanen
Senior Buyer

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

Marian Moore
Buyer II

Phone: (512) 974-2062

E-Mail: marian.moore@austintexas.gov

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

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

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

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

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

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

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

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

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

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

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

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

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

Company Name: GREAT LAKES RECYCLING DBA SIMPLE RECYCLING
Company Address: 5425 NAIMAN PKWY
City, State, Zip: SOLON OH 44139
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: ADAM WINFIELD
Title: PRESIDENT
Signature of Officer or Authorized Representative: [Signature]
Date: 4/29/16
Email Address: ADAM@SIMPLERECYCLING.COM
Phone Number: 862-268-2550 (DIRECT)

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

**CITY OF AUSTIN
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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 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

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

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

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

12. INVOICES:

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

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made 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:

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

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

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

19. WARRANTY-PRICE:

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

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

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

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

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. 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

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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 March 2013).

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.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, 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 2nd Street, 4th 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

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **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.
39. **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.
40. **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.

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41. **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.
42. **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.
43. **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.
44. **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.
45. **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.
46. **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.
47. **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.
48. **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

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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.
49. **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.
50. **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.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

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52. **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.

53. **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.

54. **EQUAL OPPORTUNITY**

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

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

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- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- 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".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

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

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

Alternate Offers may be considered.

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

4. **TERM OF CONTRACT:**

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

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

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

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

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

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

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

Invoices shall be mailed to the below address:

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

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

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

C. Invoice and Administration Requirements:

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

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

7. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

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

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

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

8. **ECONOMIC PRICE ADJUSTMENT:**

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

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

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

Jocabed Gutierrez

jocabed.gutierrez@austintexas.gov

512-974-6084

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

1. **Purpose**

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

2. **Background**

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

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

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

3. **Contractor Requirements**

Contractor shall be solely responsible to provide the following:

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

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

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

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

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

- H. Contractor shall collect, grade, sort, bale, recycle, and properly dispose of waste and sell all marketable textiles collected through the program to secondary markets for repurposing, resale and/or reuse.
- I. Contractor shall maintain a properly permitted collection facility for the sorting, baling, collection and marketing of the textile materials. The City reserves the right to inspect the facility and perform an audit with notice and as deemed necessary by the City. Where recommendations are made by the City, Contractor and the City shall mutually agree upon necessary methods to satisfy all recommendations.
- J. Contractor shall be solely responsible for properly recycling and or disposal of any and all contamination, foreign/non-textile matter and/or materials that are placed in the Contractor's bags/containers. The City will not be responsible for contamination placed in Contractor's containers. Payments to the City shall be based upon weight of containers as collected including and prior to any non-textile matter being removed.
- K. Contractor shall provide the location(s) used for disposal of contaminants. The contamination disposal site must be approved by the City, as well as a properly licensed authorized disposal site. The site must be in compliance with all federal, state and local environmental requirements.
- L. Contractor must provide documentation [e.g. contract or authorization] to support that it has established relationships with suitable secondary markets for the resale of the textile materials.
- M. Contractor shall provide a description of all types of items that will be accepted in the curbside program; however, at a minimum the following soft recyclable textile items must be accepted:
 - Stuffed toys, pillows, clothing, denim, shoes, sweaters, coats, fabric hats, curtains, wool materials, all items made of fabric and scraps, textile rugs, blankets, bedding, towels, upholstery, yarns, and other fabric/textile materials and accessories.

Note: Additional materials may be added subject to mutual agreement of the parties.

- N. Contractor shall be responsible for all the expenditures and requirements for the marketing and sale of all curbside collected "soft textile recycling" materials from the program, subject to City approval.
- O. Contractor shall be solely responsible for the collection, transportation, recycling, storage and processing of the materials, and processing and disposal of all contaminants.
- P. Contractor shall provide the location(s) used for disposal of contaminants. The contamination disposal site must be approved by the City, as well as a properly licensed authorized disposal site. The site must be in compliance with all federal, state and local environmental requirements.
- Q. Contractor shall provide a collection container for customers to drop-off materials at the Austin Recourse Recovery Center, located at 2514 Business Center Drive, Austin, Texas. The container shall be clearly labeled with instructions and a list of acceptable items. Collections shall be made on a weekly basis by Contractor with the exact schedule to be determined and agreed upon by Contractor and the City. The collection schedule will be subject to change by the City based upon the volume of materials being dropped-off. The City may also require additional collection containers at other locations as well as modifications to the pickup schedule(s).
- R. Contractor shall ensure all staff and persons making collections are properly wearing protective safety clothing.
- S. Contractor shall comply with all Occupational Safety and Health Administration and applicable safety rules and regulations and shall be solely liable for any failure to do so.

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

- T. Contractor shall maintain and adequately staff either a local or toll-free telephone number where complaints from service recipients shall be received, recorded and handled to the best of Contractor's abilities between the hours of 9:00 AM and 4:30 PM, Monday through Friday excluding City holidays. Contractor shall maintain a record of all calls and provide that record to the City on a monthly basis without prior notification.
- U. All customer calls and complaints that are reported to 311 will be forwarded to Contractor's telephone for handling. Contractor shall provide the City with a full monthly report of all complaints, comments and concerns and how they were resolved. The continuation of the program will be subject to the review and determination of the City based upon the reports. The City will also record the number of calls that come into the 311 call center relating to the performance of this contract.
- V. Contractor shall properly train all employees and subcontractors to communicate respectfully with City customers in all media forms including telephone, in person, on routes and in promotion of the collection program. When complaints against Contractor are lodged, the City reserves the right to determine actions to be taken against Contractor.
- W. Contractor shall be available and participate in at least 2 (two) City directed promotion and education events/efforts through each year of the contract. More events may be requested by the City.
- X. The City will not guarantee any customer participation, volume of collections, or placement of collection containers. The number of collection customers is subject to change without notification.

4. **Curbside Collections**

- A. Contractor shall follow and collect its containers/bags to coincide with the City's residential recycling collection schedule and coordinate with the City's Contract Manager for specific times and dates for collections. Contractor shall provide a detailed schedule to the City's Contractor Manager prior to the commencement of the collections and the schedule is subject to approval by the City. Schedule and routing are subject to change as the City deems appropriate.
- B. The City will inform customers to place the bags/containers at the curbside a few feet from the recyclable carts; however, the City will not guarantee containers will be in exact/specific locations each week.
- C. Contractor to provide a collection container for materials dropped off at the Recourse Recovery Center, located at 2514 Business Center Drive, Austin, Texas within 5 business day of execution of this contract.
 - 1. The collection container shall be clearly labeled, with instructions and a list of acceptable items.
 - 2. Collections shall be made on a weekly basis, to be determined and agreed upon by Contractor and the City. Collection schedule is subject to change based upon the volume of materials being dropped-off. The City may also request additional drop-off containers at other locations.

5. **Community Impact** – With its proposal, Contractor shall provide how it will consider public impact on all areas of performance of this program. Contractor shall provide an annual report to the City describing its efforts and the resulting impact on the community and citizens of the Austin area from this program as well as the annual diversion rate per ton for materials diverted from the landfills resulting from this program.

6. **Publications**

Contractor shall be solely responsible for development, production and distribution of promotional materials related to the service, such as media buys, media interviews, handouts, direct mail and outreach, subject to approval by the City. The City shall approve all public information, promotional materials and promotional activities to inform service recipients of this program.

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

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

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

8. **Term of Contract**

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

9. **Damages**

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



Nov. 29, 2016

Attn: City of Austin Texas
C/O: Lori Scott
RE: SOLICITATION NO: RFP 1500 SLW0511

Subject: RFP / Contract Information – “Section 3. Contractor Requirements, Subsection K. and L.”

Please see Simple Recycling’s formal responses as agreed upon in the contract terms noted in “Section 3. Contractor Requirements, Subsection K. and L.” :

K. Through Simple Recycling’s extensive experience with this program operating in other markets around the nation, we do not expect to receive contaminants through out collection operations and therefore do not require a disposal site. If in the future, contaminants are encountered in our collection operations, Simple Recycling will notify the City of Austin of the issue and provide and acceptable proper disposal site.

L. Simple Recycling has long term relationships with downstream markets located in Houston, Texas for both domestic resale and material sorting for international resale and recycling. Simple Recycling’s partners have established track records of finding “best use” for all collected materials and have operating in Texas for decades.

We look forward to a long and successful partnership with the City of Austin and are committed to offering top notch service to each and every resident who chooses to participate. Together, we can dramatically reduce the 6 million pounds of clothing in Austin’s waste stream.

Sincerely,
Adam Winfield
Simple Recycling, President

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

1. PROPOSAL FORMAT

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

- A. **Tab 1 – Executive Summary:** Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal.
- B. **Tab 2 – City of Austin Purchasing Documents:**
Complete and submit the following documents:
- i. Offer Sheet
 - ii. Section 0510 – Exceptions Checklist
 - iii. Section 0605 – Local Business Presence Identification
 - iv. Section 0835 – Non-Resident Bidder Provisions
 - v. Completed and signed Section 0900 No Goals Utilization Plan (if applicable). **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include 0900 No Goals Utilization Plan in Tab 2v.**
- C. **Tab 3 – Authorized Negotiator:** Include the name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.
- D. **Tab 4 – Company Organization/History:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- E. **Tab 5 – Equipment:** Describe all equipment including vehicles, trailers, containers, trucks, and other that will be used for this program. Describe if any vehicles are environmentally friendly.
- F. **Tab 6 – Collection/Sorting Methods:** Describe your technical plan for accomplishing required work. Describe in detail the methods you will utilize for the collection of the textile methods, such as size and types of bags to be used, how bags will be replaced and where replacement bags will be left at customers' residence, collection methods, sorting methods and all collections processes. Where needed to support methods, include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Describe how sorting is completed, the location where sorting is completed, and how debris is disposed of.
- G. **Tab 7 – Prior Experience:** Describe only relevant experience related to the scope of this bid proposal. Describe all experience in the textile recycling business, length of time, cities where you have successfully incorporated this program.
- H. **Tab 8 – Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- I. **Tab 9 – Cost and Revenue Proposal:** Information described in the following subsections is required from each Proposer. Describe revenue percentage and how revenue will be calculated and provided, describe cost, if any, to provide the drop box (es). Define how textiles are to be resold, and markets used in for resale of the products.
- J. **Tab 10 – Local Presence and Community Impact:** Describe your local presence in the community. Location of local office, headquarters and other local presence.

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

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

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

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

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

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

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

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

7. **EVALUATION FACTORS AND AWARD**

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

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

B. Evaluation Factors:

i. 100 points.

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

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

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

**FORMAL BID SHEET
CITY OF AUSTIN
CURBSIDE TEXTILE COLLECTION PROGRAM**

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

The City reserves the right to determine if an alternative product submitted will meet the needs of the specifications and select an alternative to the specifications provided. Where an equivalent product is submitted, the City reserves the right to select a buyer approved equal.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are estimates and not a guarantee of actual quantities. The City does not guarantee the purchase of the quantities listed. Actual quantities may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	REVENUE ~ Price per ton, to the City for all materials collected	N/A	PER TON	\$ 20.00	\$ 20.00
2	Non-routine, special event collection fee (if any), beyond the 2 required	5-7 PER YEAR	EACH	No Cost up to 7	#VALUE!
3	Collection Container rental fee (if any)	1-2 containers	EACH	No Cost	No Cost
TOTAL:					

Section 0510: Exceptions Checklist

Solicitation Number: RFP SLW0511 Curbside Textile Recycling Services

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 2 of your offer. Copies of this form may be utilized if additional pages are needed.

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
☒ 0400 Supplemental Purchase Provisions
☐ 0500 Scope of Work

Page Number

Section Number

Section Description

Alternative Language:

Termination: Either party may terminate this Agreement without cause upon forty-five (45) days written notice. Should **CITY of Austin** elect to terminate this Agreement without cause under the aforementioned provisions or if CONTRACTOR terminates this agreement for-cause, it shall not enter into any other Soft Recyclables program in the Service Area for a period of three (3) years unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should **CITY of Austin** elect to terminate this Agreement for-cause due to an uncured breach of the Contractor, **CITY of Austin** shall not be precluded from entering into any other agreements for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement upon providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of said period. In the event **CITY of Austin** is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by **CITY of Austin**.

Justification:

Due to the significant investment required to establish a free curbside clothing and home goods recycling program, Simple Recycling requires a fair and reasonable opportunity to maintain the contract for the full term of the agreement if there are no uncured breaches of the contract. This protects Simple Recycling from investing in Austin and having another provider capitalize on Simple Recycling's unrecoverable launch costs.

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 2 - Reference Sheet

Responding Company Name SIMPLE RECYCLING

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

*PLEASE SEE ATTACHED REFERENCE SHEET.
EXHIBIT A.*

1. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

2. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

3. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

EXHIBIT A: REFERENCES

First Name	Last Name	Title	Mailing Street	Mailing City	Mailing Zip/Postal Code	Mailing State/Province (text only)	Phone	Email	
Scott	Thomas	Director of Public Service	350 Dover Center Rd.	Bay Village	44140	Ohio	(440) 899-3437	stthomas@cityofbayvillage.com	
Marshall	Pitchford	Village Solicitor	45 East Boston Mills Road	Boston Heights	44236	Ohio	(330) 762-7477	mpitchford@dpylaw.com	
Becky	McCleary	Admin Assistant	2310 Second St	cuyahoga falls	44221	Ohio	(330) 971-8240	mcdearym@cityofcf.com	
Matt	Hrubey	Development Administrator	20777 Lorain Rd	Fairview Park	44126	Ohio	(440) 356-4499	matthew.hrubey@fairviewpark.org	
Anne	DiCola	Community/Economic Development Director	43 Monroe Falls Ave.	Monroe Falls	44262	Ohio	(330) 688-7941	adicola@munroefalls.com	
Michelle	Teresi	Recycling Coordinator	6281 Pearl Rd.	Parma Hts.	44130	Ohio	(440) 884-9607	teresl@parmaheightsoh.gov	
Cheryl	Jackson	Assistant	4410 West Streetsboro Road	Richfield	44286-0387	Ohio	(330) 659-9201 ext 5	cjackson@richfieldvillageohio.org	
Pat	Sauner	Community Development	46 North Avenue	Tallmadge	44278	Ohio	(330) 633-5639	psauner@tallmadge-oh.org	
Jane	Pierce	Admin. Assistant to the Mayor	3700 Northfield Rd.	Highland Hills	44122	Ohio	216-283-3000 Ext. 263	jperce@vhhohio.org	
Elizabeth	Workman	Clerk/Zoning Inspector	1582 Main St.	Peninsula	44264	Ohio	330-657-2151	peninsulaclerk@windstream.net	
Samuel	Cocco	Administrator	9546 Brandywine Rd.	Northfield Center	44067	Ohio	330-467-7646 Ext.5	townhall@northfieldcenter.com	
Valerie	Carr	Administrative Officer	4060 Columbia Woods Dr.	Norton	44203	Ohio	330-825-7815 Ext.314	adminofficer@cityofnorton.org	
Chris	Campbell	Public Works Director	10231 Ravenna Rd.	Twinsburg	44087	Ohio	330-963-6297	ccampbell@twinsburg.oh.us	
Diane	Wolgamuth	Director of Administration	6622 Wilson Mills Rd.	Mayfield Village	44143	Ohio	440-471-1048	dvolgamuth@mayfieldvillage.com	
Donald	Glauner	Safety Service Director	5200 Dover Center Rd.	North Olmsted	44070	Ohio	440-716-4137		
Mindy	Remec	Administrator	4410 W. Streetsboro Rd.	Richfield Township	44286	Ohio	330-659-4700		
Melanie	Baker	Administrator	4410 W. Streetsboro Rd.	Village of Richfield	44286	Ohio	330-659-9201 Ext. 5		
Erin	Blckett	Administrative Assistant	1755 Town Park Blvd.	Green	44232	Ohio	330-896-4176	ebickett@cityofgreen.org	
Pat	Salemi	Community/Public Relations/Grant Coordinator	5407 Turney Rd.	Garfield Hts.	44125	Ohio	216-475-1100Ext.2425	psalemi@garfieldhts.org	
Susan	Oyster	Assistant to the Service Director	7325 Summerview Dr.	Seven Hills	44131	Ohio	216-525-6258		
Hannah	Krumheuer	Executive Assistant	3864 W. Bath Rd.	Bath	44210	Ohio	330-666-4007 Ext.1505	hkrumheuer@BathTownship.org	
Robert	Harris Jr.	Solid Waste and Recycling Manager	1436 Triplett Blvd.	Akron	44306	Ohio	330-375-2801	Rharris@akronohio.gov	
Cathy	Deshambo	Environmental Services Administrator	410 Abbot Rd	East Lansing	48823	Michigan	(517) 337-9459	cdesham@cityofeastlansing.com	
Ken	Verkest	Supervisor	38151 L'Anse Creuse	Harrison Twp	48045	Michigan	(586) 466-1400	kverkest@harrison-township.org	
Lori	Welch	Environmental Specialist	601 E. South St.	Lansing	48910	Michigan	(517) 483-4599	lori.welch@lansingmi.gov	
Steve	Smith	Director of Finance	36300 Warren Rd	Westland	48185	Michigan	(734)467-3167	ssmith@cityofwestland.com	
Lisa	Nocerini	City Manager	32101 Stellwagen St	Wayne	48184	Michigan	(734)722-2000	lnocerini@cityofwayne.com	
Mike	Kondek	Treasurer	425 Glengary	Wolverine Lake	48390	Michigan	(248)926-6055	treasurer@wolverinelake.com	
Todd	Campbell	City Manager	100 N. Harris Street	Saline	48176	Michigan	(734)429-3148	tcampbell@cityofsaline.org	
Ralph	Lange	City Manager	1 South Huron St	Ypsilanti	48197	Michigan	(734)483-1810	rlange@cityofypsilanti.com	
Dennis	Whitt	City Manager	1499 East West Maple Rd.	Walled Lake	48390	Michigan	(248)624-4847	ldenniswhitt@walledlake.com	
Tony	Nowicki	City Manager	49045 Pontiac Trail	Wixom	48393	Michigan	(248)624-0894	cityofwixom@wixomgov.org	
Lynn	Ladner	City Manager	335 S. Warren St.	South Lyon	48178	Michigan	(248)437-1735	lladner@southlyonmi.org	
Mike	Csapo	RRRASOC	20000 W B Mile Rd	Southfield	48075	Michigan	248) 208-2272	mcsapo@rrrasoc.org	
Robert	Herrington	Public Affairs Manager	16 S. 10th St.	Noblesville	46060	Indiana	(317) 776-6324	rherrington@noblesville.in.us	
Melissa	Hoffman	Asst Dir./Environmental & Neighborhood Services	111 Gillingham Lane	Sugar Land	77478	Texas	281-275-2401	mhoffman@sugarlandtx.gov	
Dawn	Steph	Director/Environmental & Neighborhood Services	111 Gillingham Lane	Sugar Land	77478	Texas	(281) 275-2483	dsteph@sugarlandtx.gov	
Julie	Oreback	Community Projects Coordinator	4839 Broadway Avenue	Haltom City	76117	Texas	817.222.7767	joreback@haltomcitytx.com	
Kevin	Mattingly	Public Works Director	1600 Mark Tree Lane	Little Elm	75068	Texas	(972) 377-5565	kmattingly@litleelm.org	
Mike	Stump	Solid Waste Manager	301 6th Street North	Texas City	77590	Texas	409.643.5817	mstump@texas-city-tx.org	
Meg	Jakubik	Strategic Services Manager	2000 Forest Ridge Drive	Bedford	76021	Texas	817.952.2112	megan.jakubik@bedfordtx.gov	
Kelly	Cooper	Director of Human Resources	405 Municipal Drive	Kennedale	75060	Texas	(817) 985-2106	kcooper@cityofkennedale.com	

Section 0835: Non-Resident Bidder Provisions

Company Name GREAT LAKES RECYCLING DBA SIMPLE RECYCLING

- 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: NON-RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: OHIO

- 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: _____

* CURRENT CURBSIDE PROGRAMS IN HOUSTON AND DFW AREA.

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

SOLICITATION NUMBER: SLW0511

PROJECT NAME: Curbside Textile Recycling Services

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

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

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

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

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.

Yes _____

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

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

SIMPLE RECYCLING

Company Name

ADAM WINFIELD, PRESIDENT

Name and Title of Authorized Representative (Print or Type)

[Signature]

Signature

4/29/16
Date

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

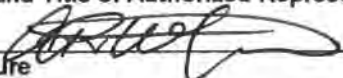
SOLICITATION NUMBER:	SLW0511
PROJECT NAME:	Curbside Textile Recycling Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	GREAT LAKES RECYCLING DBA SIMPLE RECYCLING		
Address	5425 NAIMAN PKWY		
City, State Zip	Solon OH 44139		
Phone Number	440 519 9200	Fax Number	
Name of Contact Person	ADAM WINFIELD		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" 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.

ADAM WINFIELD PRESIDENT
Name and Title of Authorized Representative (Print or Type)

 4/29/16
Signature Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

EXHIBIT A: REFERENCES

First Name	Last Name	Title	Mailing Street	Mailing City	Mailing Zip/Postal Code	Mailing State/Province (text only)	Phone	Email	
Scott	Thomas	Director of Public Service	350 Dover Center Rd.	Bay Village	44140	Ohio	(440) 899-3437	stthomas@cityofbayvillage.com	
Marshall	Pitchford	Village Solicitor	45 East Boston Mills Road	Boston Heights	44236	Ohio	(330) 762-7477	mpitchford@dpplaw.com	
Becky	McCleary	Admin Assistant	2310 Second St	Cuyahoga Falls	44221	Ohio	(330) 971-8240	mcclearym@cityofcf.com	
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Michelle	Teresi	Recycling Coordinator	6281 Pearl Rd.	Parma Hts.	44130	Ohio	(440) 884-9607	teresl@parmahelghtsoh.gov	
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Donald	Glauner	Safety Service Director	5200 Dover Center Rd.	North Olmsted	44070	Ohio	440-716-4137		
Mindy	Remac	Administrator	4410 W. Streetsboro Rd.	Richfield Township	44286	Ohio	330-659-4700		
Melanie	Baker	Administrator	4410 W. Streetsboro Rd.	Village of Richfield	44286	Ohio	330-659-9201 Ext. 5		
Erin	Blckett	Administrative Assistant	1755 Town Park Blvd.	Green	44232	Ohio	330-896-4176	ebckett@cityofgreen.org	
Pat	Salemi	Community/Public Relations/Grant Coordinator	5407 Turney Rd.	Garfield Hts.	44125	Ohio	216-475-1100 Ext.2425	psalemi@garfieldhts.org	
Susan	Oyster	Assistant to the Service Director	7325 Summerview Dr.	Seven Hills	44131	Ohio	216-525-6258		
Hannah	Krumheuer	Executive Assistant	3864 W. Bath Rd.	Bath	44210	Ohio	330-666-4007 Ext.1505	Hkrumheuer@BathTownship.org	
Robert	Harris Jr.	Solid Waste and Recycling Manager	1436 Triplett Blvd.	Akron	44306	Ohio	330-375-2801	Rharris@akronohio.gov	
Cathy	Deshambo	Environmental Services Administrator	410 Abbot Rd	East Lansing	48823	Michigan	(517) 337-9459	cdesham@cityofeastlansing.com	
Ken	Verkest	Supervisor	38151 L'Anse Creuse	Harrison Twp	48045	Michigan	(586) 466-1400	kverkest@harrison-township.org	
Lori	Welch	Environmental Specialist	601 E. South St.	Lansing	48910	Michigan	(517) 483-4599	lori.welch@lansingmi.gov	
Steve	Smith	Director of Finance	36300 Warren Rd	Westland	48185	Michigan	(734)467-3167	ssmith@cityofwestland.com	
Lisa	Nocerini	City Manager	32101 Stellwagen St	Wayne	48184	Michigan	(734)722-2000	lnocerini@cityofwayne.com	
Mike	Kondek	Treasurer	425 Glengary	Wolverine Lake	48390	Michigan	(248)926-6055	treasurer@wolverinelake.com	
Todd	Campbell	City Manager	100 N. Harris Street	Saline	48176	Michigan	(734)429-3148	tcampbell@cityofsaline.org	
Ralph	Lange	City Manager	1 South Huron St	Ypsilanti	48197	Michigan	(734)483-1810	rlange@cityofypsilanti.com	
Dennis	Whitt	City Manager	1499 East West Maple Rd.	Walled Lake	48390	Michigan	(248)624-4847	ldenniswhitt@walledlake.com	
Tony	Nowicki	City Manager	49045 Pontiac Trail	Wixom	48393	Michigan	(248)624-0894	cityofwixom@wixomgov.org	
Lynn	Ladner	City Manager	335 S. Warren St.	South Lyon	48178	Michigan	(248)437-1735	lladner@southlyonmi.org	
Mike	Csapo	RRRASOC	20000 W 8 Mile Rd	Southfield	48075	Michigan	(248) 208-2272	mcsapo@rrrasoc.org	
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Melissa	Hoffman	Asst Dir./Environmental & Neighborhood Services	111 Gillingham Lane	Sugar Land	77478	Texas	281-275-2401	mhoffman@sugarlandtx.gov	
Dawn	Steph	Director/Environmental & Neighborhood Services	111 Gillingham Lane	Sugar Land	77478	Texas	(281) 275-2483	dsteph@sugarlandtx.gov	
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Mike	Stump	Solid Waste Manager	301 6th Street North	Texas City	77590	Texas	409.643.5817	mstump@texas-city-tx.org	
Meg	Jakubik	Strategic Services Manager	2000 Forest Ridge Drive	Bedford	76021	Texas	817.952.2112	megan.jakubik@bedfordtx.gov	
Kelly	Cooper	Director of Human Resources	405 Municipal Drive	Kennedale	76060	Texas	(817) 985-2106	kcooper@cityofkennedale.com	



EXHIBIT C 1 of 2





EXHIBIT D



Simple Recycling – FAQ

Q: What happens to the collected clothing?

A: All of the materials are graded and sorted locally based quality and condition. The top quality materials will be resold to local thrift outlets, mid grade is exported to international markets and “unusable” items are processed for raw materials.

Q: Is Simple Recycling a non profit?

A: No, Simple Recycling is a for profit recycler that is committed on offering residents the most simple and easy way to keep usable materials from the landfill. If you would prefer to donate items to charity, we recommend the free home pickup service of Purple Heart. Would you like their phone number or website?

Q: Do you accept.....?

A: Our primary focus is on clothing and accessories but we also take small usable household discards. (Refer to our complete list of items we accept) Do you have a specific item you have a question on?

Q: If I have more stuff than can fit in your green bag, what do I do?

A: We are happy to mail you additional bags, however you can use regular household trash bags as well, but will need to be clearly marked for “Simple Recycling” so that they are not confused with trash.

Q: How can I get more bags and tags?

A: We are happy to mail you additional bags. What is your address?

Q: Can I put the clothing and other items in the bin with my other recycling?

A: No, the clothing and household discards will need to be set separately and alongside your trash and recycling bins.

Q: What day will you pick up my stuff?

A: We follow the same pickup schedule as your current trash and recycling pickup.

Q: Is the trash truck going to pick up my stuff?

A: No, there will be a separate Simple Recycling truck that will pick up your designated bags/items.

Q: Do you take furniture?

A: We take small furniture items (that one man can carry) that are in good/usable condition.

Q: What if I don't live in your pickup area?

A: If you are not in our designated pickup area, we can schedule a pickup of your items.

Q: Do you have a limit on how much stuff you will take?

A: No, as long as the items qualify as the types of items we are able to accept, we can take as much as you would like.

Q: Can you give me a tax receipt?

A: No, we are not a nonprofit organization. If you would prefer to donate your items to a charity and receive a tax receipt, please contact Purple Heart at DonateStuff.com or (734) 728-4560.



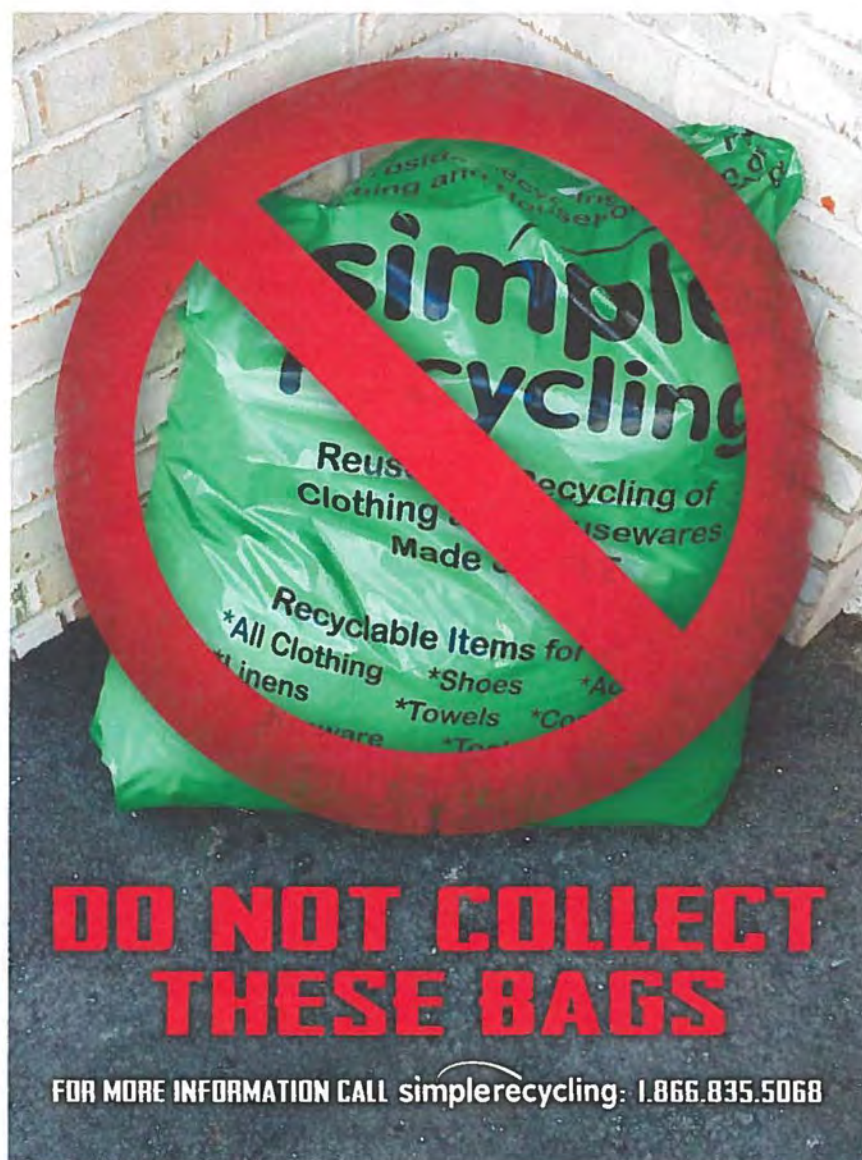
**FREE CURBSIDE
CLOTHING & HOME GOODS
RECYCLING PROGRAM**

FREE

**TURN
KEY**

**SIMPLE
& EASY**

**SAVE \$
MAKE \$**



THE LIFE CYCLE OF SECONDHAND CLOTHING

simple
recycling

WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



10-20%

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



80%

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.



45%

Reused and Repurposed

Majority exported as secondhand clothing.



30%

Recycled and Converted

Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



20%

Recycled into Fiber

Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only **5%** ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.¹

WE MAKE IT SIMPLE
TO DRAMATICALLY REDUCE TEXTILE WASTE.

simplerecycling.com

Source

¹ "Textile Recycling in the U.S." Report submitted to SMART by Dr. Jana Hawley
PhD Univ. of Missouri 2009



2015 Year End Review : RRRASOC

2015 -
Results

2016 -
Pace & Progress

1,000,000+ Residents

2015 was a year of rapid growth for Simple Recycling and our partner municipalities. With proven success in 2014, Simple Recycling has grown to offer curbside recycling service to over 1 million residents across Ohio and Michigan.

The results are in and we are proud of our collective success and appreciative of the partnerships we have built. It is with great thanks and admiration that we present the 2015 Simple Recycling Curbside Clothing Recycling Results.

Sincerely,

The Simple Recycling Team

THE BENEFITS



Curbside Recycling for Clothing & Housewares follows existing recycling collection schedule



Offered at ZERO cost to the city and residents



Without a curbside program, 85% of clothing and usable home goods get thrown into a landfill. That's 20 Billion pounds!



2015 Year End Review :

Results

RRRASOC Totals -

**Total Pounds
Diverted from
Landfills: 64,228**

**Estimated #
Participating
Residents : 4825**

Cost to Cities: \$0.00

**Revenue Generated
for Cities: \$642.28**

*Est. annual participation rate estimated at
1 pickup per household

S. Lyon:

Launch Date: February 10, 2014

2016 Total Pounds Diverted from Landfills: 34,098

Estimated Annual Participation Rate: 72%

Wixom :

Launch Date: February 12, 2014

Total Pounds Diverted from Landfills: 21,931

Estimated Annual Participation Rate: 44%

Walled Lake:

Launch Date: August 27, 2014

2016 Total Pounds Diverted from Landfills: 5,752

Estimated Annual Participation Rate: 43%

Wolverine Lake:

Launch Date: December, 2015

2016 Total Pounds Diverted from Landfills: 2,291

Estimated Annual Participation Rate: TBD



2015 Year End Review :

2016 Pace & Progress

2015 Growth

2016 Pace - Explosive Growth, Epic Results

Simple Recycling has been validated as the largest, most effective zero waste initiative a city can implement for zero cost and with zero ongoing operational resources. We are focused on expanding our offerings to surrounding communities in the Michigan, Ohio, Indiana and Texas regions and we need your help. A referral is the highest compliment you can provide, so please, Tell Your Friends!

2016 Progress -

Within your city or town, we can continue to increase our diversion rates, reduce environmental impact and maintain fiscal responsibility through effective education and consistent reinforcement.

We encourage you to consider including information about the Simple Recycling Curbside Recycling program in your community outreach efforts.

Please let us know how we can better provide you with the information and resources you need to educate your residents on the program and it's benefits.

We sincerely appreciate your partnership, participation and support as we drive towards zero waste and sustainability within our communities.

Wishing you a happy and healthy 2016,

The Simple Recycling Team

Impact of Simple Recycling on Charity Clothing Donation Programs



CASE STUDY



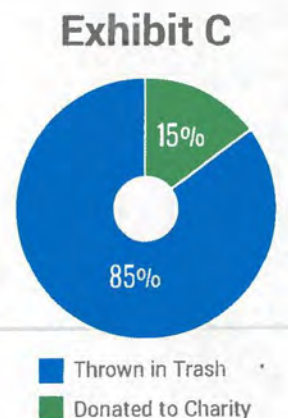
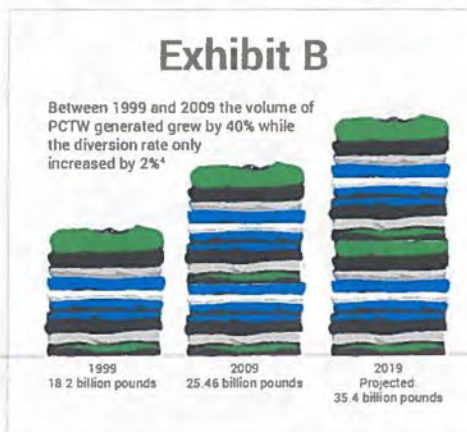
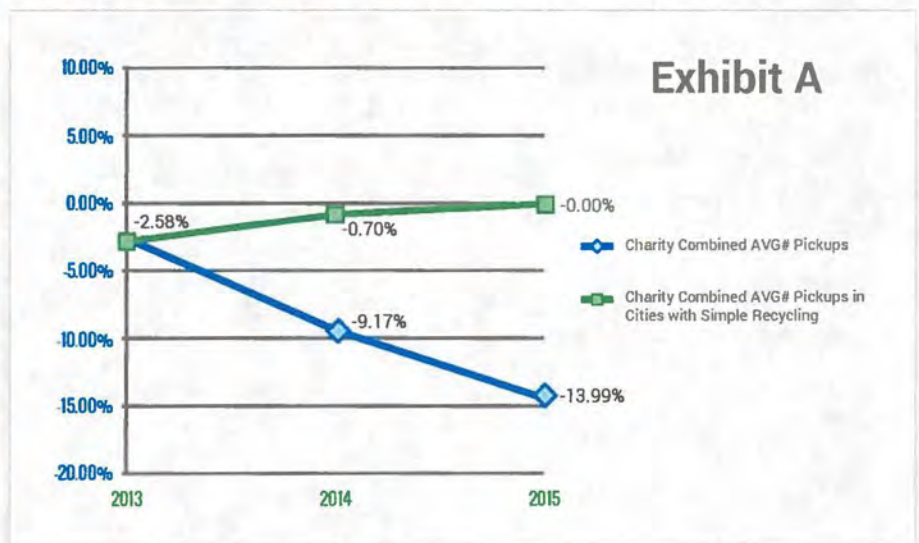
INTRODUCTION:

According to EPA data, 85% of all clothing ends up in the landfills (only 15% is donated or recycled) in communities without a curbside program. The purpose of this case study is to further explore impact of curbside clothing recycling on local organizations collecting clothing donations.

CASE BACKGROUND:

Make it Simple. Make it Easy. Make it Free. Simple Recycling launched in 2013 with the ambition of dramatically reducing the amount of waste entering the landfill in an effort to help cities drive further towards sustainability. Through extensive review of regional and national residential waste audits, it became clear that clothing, shoes and home goods were the largest and highest value material that could be eliminated through a curbside program without cost to the city or residents.

PRESENTATION OF DATA:



the review

July/August 2015

the official magazine of the  michigan municipal league

**VILLAGE OF
SEBEWAING IS
MICHIGAN'S
FIRST GIGABIT
COMMUNITY!**

"We hope this
puts Sebewaing
on the map
as a leader in
providing top-
notch technology
to residents and
businesses."

-Village President
Alex Khoury

Code for America
Mobile Apps
Bay City Live Chat
Sustainable Southfield

+ Convention 2015 Preview

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Social Media—Meeting People Where They Are
By League Staff

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An Effective Civic Engagement Standard for 21st Century Governments
By Preston Rhea and Catherine Bracy



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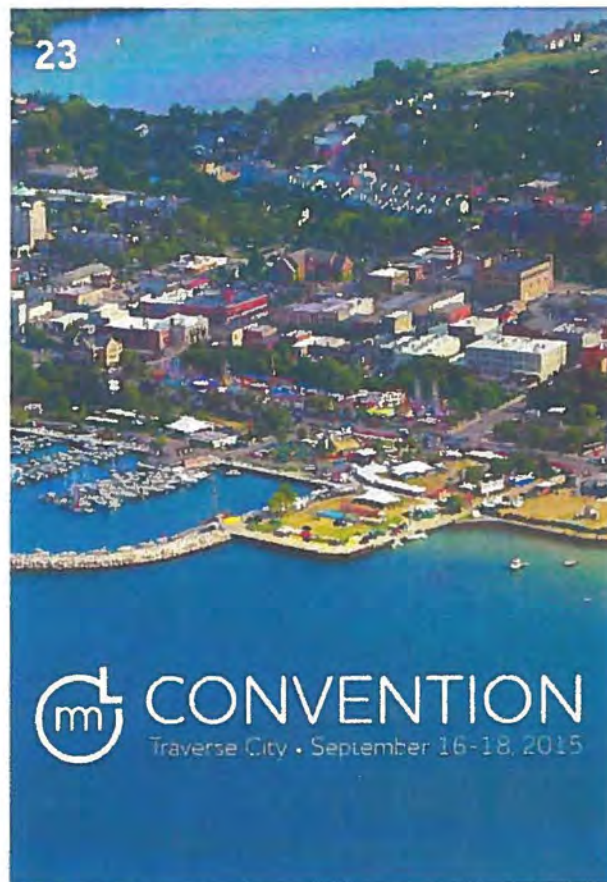
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Village President Alex Khoury is the youngest leader in the history of the village of Sebewaing. Khoury was first elected to village council in 2011, when he was just 18. The village, population 1,759, is located in Huron County in Michigan's thumb.

Cover photo by Ashley Wehner of Memories by Ashley.

the review

The official magazine of the Michigan Municipal League



23
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Clothes the Loop in Residential Waste Reduction:

Reduce Your Trash by 10 Percent for Free

By Adam Winfield

Over the past couple of decades, the growth and adoption of "traditional" recycling initiatives has progressed at a fairly steady pace across Michigan and the U.S. as a whole. Once a curbside residential recycling model is in place, the conversation has orbited singularly around the subject of adoption—carts vs. bins, education and outreach, and refining the materials residents put in carts to improve quality of the collected materials. There has been limited conversation around expansion into different material categories to further reduce the massive volume of material flowing through our waste stream and into landfills.

Clothing and Housewares— 10 Percent of Trash Stream

Because of the access to low cost goods combined with constantly changing styles and trends, the proliferation of clothing and housewares in our residential waste stream now stands at approximately 10 percent of trash production. Through the integration of curbside clothing and housewares recycling, our communities can have a significant and immediate reduction in residential waste.

For obvious reasons, this has a dramatic environmental impact but it is also fiscally responsible. Every ton of material diverted from the waste stream saves on significant tipping fees and in the case of cities like Lansing, East Lansing, Wixom, South Lyon, and Walled Lake, it is a revenue producing program.

Michigan Pilot Communities

Piloted in Wixom and South Lyon in early 2014 and expanded to Lansing, East Lansing, and Walled Lake in late 2014 with

Simple Recycling, curbside clothing and housewares recycling has proven to be a huge success.

In just a few months, over 200,000 pounds of material have been diverted from Michigan landfills and saved these cities thousands of dollars.

"We would love the opportunity to work with more communities in Michigan. This is a great program that is simple for residents and municipalities to implement and it's completely free," stated Adam Winfield, president of Simple Recycling.

How It Works

Through the program, Simple Recycling will provide residents with custom printed recycling bags and free curbside pick up service. The items are collected on the resident's regular recycling day, sorted and graded for condition before being reused, repurposed, or recycled.

Mike Csapo of Resource Recovery Recycling Authority of Southwest Oakland County (RRRASOC) explains, "The program basically works like this: Simple Recycling, at its own cost, sends out postcards and literature to community members...saying that the program is coming, this is what they'll take, and this is how it works. Residents can then, at their own leisure, fill up bags and set them out at the curb on trash day along with their other recycling."

Simple Recycling follows the existing recycling schedule, so residents don't need to remember a "special" day. They are able to recycle more than just clothing as well. Items such as shoes, toys, small electronics, books, and even kitchenware are all recyclable through this program.

Curbside Recycling vs. Charity Donation

What about the local charities that collect clothing? According to the Environmental Protection Agency, only 15 percent of clothing is donated or recycled when a curbside recycling program is not offered. That leaves 85 percent to go in the trash and end up in our landfills. This program gives residents an additional option to help discourage them from putting these reusable and recyclable materials in the trash.


"It's great when people donate to local charitable organizations and we hope they continue to do that, but in fact, a lot of times that doesn't happen and people just throw the items away," Lori Welch, environmental specialist for the city of Lansing said. "This is a really easy way for them to properly dispose of them."

"As Americans, we generate about 70 pounds per household of used clothing that is either usable, wearable, or recyclable and only about 15 percent of that gets donated," Csapo said. "We're looking for ways to capture that other 85 percent. We want to get that back into the value chain."

Curbside Recycling vs. Parking Lot Collection Boxes

The proliferation of parking lot clothing collection boxes has exploded in recent years and become a hot button issue in many municipalities. The exploitation of difficult to enforce or non-existent regulations has led to thousands of collection boxes dotted throughout Michigan. "We do not operate parking lot recycling boxes, but their abundance points to the demand for convenience in clothing recycling. Simple Recycling takes it a step further by collecting a wider variety of materials and offering greater convenience for residents at their curb while working with the city to make sure it is done responsibly," Winfield said.

How to Get Started

Simple Recycling is expanding collection operations throughout Michigan, Ohio, Indiana, and beyond. "From the time an agreement is signed, it typically takes between four to six weeks to prepare and mail out the program launch materials before the first day of pickup. It's a seamless process and our proven launch campaign ensures immediate and long lasting results," stated Winfield. 

Interested in learning more about how to bring this service to your community? Contact Simple Recycling at Info@SimpleRecycling.com.

Adam Winfield is the president of Simple Recycling. You may contact him at 866-835-5068 or info@simplerecycling.com

The parking lot recycling bins are often a thorn in municipalities' side since they are unregulated, and this service can help to alleviate the problem.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Great Lakes Recycling dba Simple Recycling
Solon, OH United States

Certificate Number:
2016-74414

Date Filed:
06/21/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 1500 NR160000006


Curbside collection of clothing and home goods

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Great Lakes Recycling dba Simple Recycling	solon, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ADAM WINFIELD, this the 22ND day of JUNE, 20 16, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Helen A Terpylak

Printed name of officer administering oath

Notary Public

Title of officer administering oath

HELENA TERPYLAK, Notary Public

[illegible]

May 5, 2016

2:00 PM

DESCRIPTION: Curbside Textile Recycling Services

CITY, STATE

HOUSTON, TX

SOLO, OH

Solicitation Type & Number:

RFP SLW0511

Solicitation Description:

Curbside Textile Recycling Services

Bid Closing Date & Time:

Closes: 5/5/16 at 2pm

Vendor's Name	Rec'd By	Date & Time Received	IN BID ROOM
1. Adam Winfield	CS	5/3/16 1:27 PM	<input checked="" type="checkbox"/>
2. Green City Recycler	SA	5/5/16 @ 10:08 am	<input checked="" type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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20. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Bids Distributed By:

SA Bolenders

Bids Received By:

Dany Wug