

## CITY OF AUSTIN, TEXAS

PURCHASING OFFICE  
INVITATION FOR BID (IFB)

## Cover sheet

<b>SOLICITATION No.:</b> SH98300019	<b>COMMODITY/SERVICE DESCRIPTION:</b>
<b>DATE ISSUED:</b> NOVEMBER 24, 1997	REFUSE, YARD TRIMMINGS AND RECYCLING COLLECTION AND DISPOSAL SERVICES
<b>REQUISITION No.:</b> 150GBC000221	<b>PRE-BID CONFERENCE TIME AND DATE:</b> 10:30 A.M. DECEMBER 9, 1997 <b>LOCATION:</b> 206 E. 9 <sup>TH</sup> STREET, TWO COMMODORE PLAZA 15 <sup>TH</sup> FLOOR, STE 15.105, AUSTIN, TEXAS 78701
<b>FOR CONTRACTUAL ISSUES</b> <b>CONTACT:</b> SAMUEL HARRIS 512-499-2435	<b>BID DUE PRIOR TO:</b> 10:00 A.M. ON DECEMBER 18, 1997 <b>COMPLIANCE PLAN DUE PRIOR TO:</b> N/A
<b>FOR TECHNICAL ISSUES</b> <b>CONTACT:</b> GERARD BICKHAM 512-499-3594	<b>BID OPENING TIME AND DATE:</b> 10:00 A.M. DECEMBER 18, 1997 <b>LOCATION:</b> 206 E. 9 <sup>TH</sup> STREET, TWO COMMODORE PLAZA, 15 <sup>TH</sup> FLOOR, STE 15.120, AUSTIN, TEXAS 78701

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\* TO BE COMPLETED AND RETURNED AS PART OF THE BID

IFB Cover Sheet

Revised 08/30/97

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

B. The following Terms and Conditions are hereby incorporated and shall apply to this procurement:

1. Term of Contract

This agreement shall be in effect for a period of five (5) years from the date of its commencement; subject to allocation of funds in each fiscal year.

Subject agreement may, however, be extended for up to two (2) twelve (12) month periods subject to the approval of the Contractor and City Manager or his designee.

Upon expiration of the initial term or period of extension, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as is reasonably necessary to complete the project (not to exceed 90 days).

2. Performance

Failure of the City of insist in any one or more instances upon performance of any of the terms and conditions of this contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Vendor's obligation with respect to such performance shall continue in full force and effect.

3. Contract Administrator


Gerard Bickham, Contract Compliance Supervisor, Solid Waste Services Department, P.O. Box 1088, Austin, Texas 78767-1088 (512) 499-3594 is hereby designated Contract Administrator for the City and shall serve as the point of contact between the City and the Contractor.

4. Payment and Performance Bond

Contractor agrees that within ten (10) days of the execution of this Contract and before beginning work, it shall make, execute and deliver to the City of Austin a good and sufficient surety bond in a form furnished by the City, to secure the faithful performance of the terms and conditions herein. Such bond shall be in the amount equal to one hundred percent (100%) of the value of the first year of the contract and signed by the president or general officer of the Contractor, together with the signature of the corporate secretary and the corporate seal. The Surety shall be a surety company duly authorized to do business in the State of Texas, and acceptable to the City.

CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE TERMS AND CONDITIONS

5. Unit Price Adjustment



The unit prices which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted to reflect changes in fees imposed by the State of Texas for land fill disposal. Such adjustments may be incorporated into the contract, only after written agreement by the Contractor and the City Manager, or designee. The annual measurement date ("Rate Modification Date") for purposes of calculating unit price adjustment based on state fee changes shall be the first day of the last month of the first year of the contract.


6. Licenses, Permits and Fees

Contractor agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by the law or otherwise necessary to perform the services prescribed hereunder throughout the term of this contract. Contractor shall also pay, at his/her own expense, all fees associated with the collection, removal, processing and disposal of refuse.

7. Complaints and non-performance

- a. The Contract Administrator or his/her representative shall notify the Contractor of each complaint reported to the City. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Contract Administrator or his/her representative of its disposition within 24 hours after receipt of the complaint by the Contractor. The Contract Administrator or his/her representative shall provide to the Contractor a facsimile (FAX) copy of each complaint received by the City within one hour of receiving the complaint.
- b. When the Contractor receives a complaint directly, the complaint must be resolved within 24 hours of receipt of the complaint. The Contractor must provide a daily list of these complaints specifying the customer's name, address, complaint and resolution to the Contract Administrator.
- c. Failure to remedy the cause of any complaint shall be considered a breach of the contract. The amount of liquidated damages assessed for late performance may be deducted by the City from any payment to the Contractor and the Contractor agrees to the assessment and payment of liquidated damages in the event of his failure to complete the contract as agreed. For the purpose of computing damages under the provisions of this section, it is agreed that the City may deduct from payments due or to become due the Contractor, the following amounts as liquidated damages:

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

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1. Failure to clean up spilled refuse, yard-trimming or recyclable material within four hours of notification- each incident at the same premises: \$50.00.
  2. Failure or neglect to collect refuse, yard-trimming or recyclable material from any premises at those times as provided by this contract within 24 hours - each failure or neglect or repeated instance at same premises: \$150.00 per house and \$50.00 for each additional house if the missed pick-ups are adjacent.
  3. Failure to submit accurate reports and invoices in the specified format: the City will not remit payment for services until all required reports and invoices are accurately submitted to the Contract Administrator or his/her representative in the appropriate format.
  4. Failure to maintain a staffed office during specified hours: \$100 per occurrence.
  5. Failure to notify the Contract Administrator of changes in key personnel within ten (10) working days and/or to introduce such new personnel to the Contract Administrator or his/her representative: \$500 per occurrence.
  6. Failure to properly maintain and/or use refuse cart tipping equipment or failure of Contractors employees to exercise due care in handling refuse carts resulting in damage or excessive wear to refuse carts: \$50 per refuse cart affected.

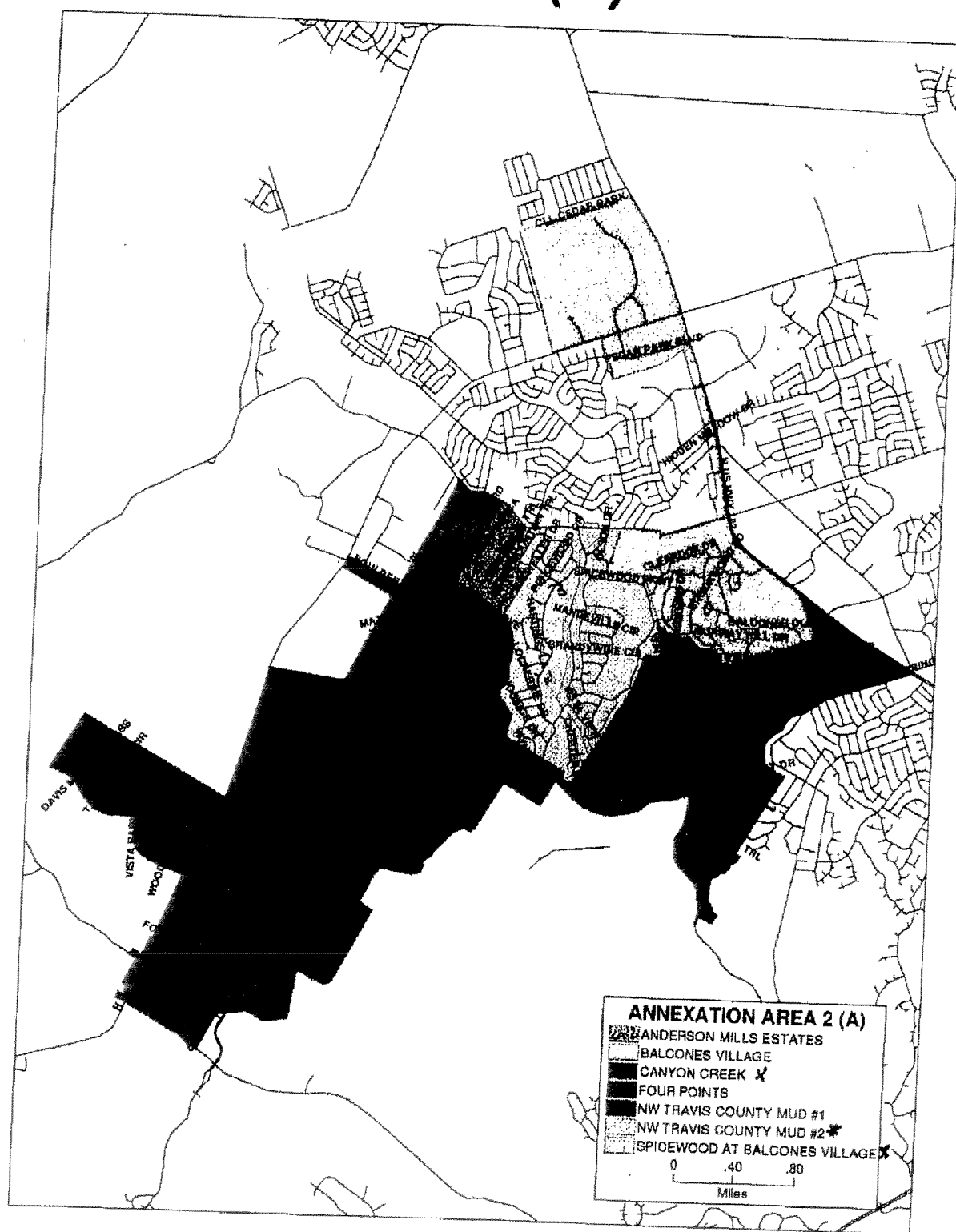
**8. Liquidated Damages**

The Contractor and City agree that time is of the essence of this contract. The Contractor understands and agrees that the time of completion is an essential requirement of the City's and that Contractor's failure to complete the work under this contract, within the allotted time as specified or as subsequently adjusted by amendments to this agreement, will result in damages to the City. The Contractor and City agree that such damages cannot be precisely measured or that the ascertainment of actual damages would be unduly difficult after the fact of late performance. Therefore, the Contractor agrees to pay, or have deducted from his payments, liquidated damages of \$0.60 (sixty cents) per household per day for each and every calendar day that service to that household remains incomplete after the completion date as established in this agreement, with a minimum daily charge of \$100.00 (one hundred dollars) to cover administrative expenses to the City and a maximum daily limit of \$8,500 (eight thousand, five hundred dollars) which represents the daily financial impact upon the City of total nonperformance by the Contractor.



## Attachment A

## Area 2 (A)





**Attachment A**

**Area 3**

Due to the late addition of the Circle C area, a map has not been produced. A map of Area 3 will be available at the December 9, 1997 pre-bid meeting.



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"Attachment B"

Pay-As-You-Throw Guidelines

Refuse Collection:

1. The amount of refuse collected at any address is not limited as long as the customer follows the guidelines for Pay-As-You-Throw as indicated below.
2. Collection services must not begin prior to 7:30 a.m.
3. Every residential customer should have a minimum of one City-provided garbage cart. The Contractor must leave a notice at the customer location to have the customer call the City to request a garbage cart if a customer does not have a garbage cart. The customer may have a maximum of two City-provided garbage cart(s). The cart(s) can be of three (3) sizes: 30, 60 or 90 gallon. When a customer has two (2) carts one of the carts must have a City of Austin tag identifying the cart as a valid cart placement.
4. If there are two carts and neither of the carts has a City of Austin tag authorizing the customer to use both carts, then only one (1) cart is to be emptied. The location and address of the unauthorized cart must be reported to the Contract Administrator.
5. Contractor's refuse collection employees shall return the cart to the same location the customer had placed it for collection. Residents have been asked to place carts at the curb with the handle toward the street.
6. Carts that are overloaded (where the lid does not close) will not be collected. Collectors are asked to use their best judgement.
7. Carts that are too heavy should not be collected. Contract should follow the load rating identified on the cart. If a cart is too heavy, it may damage the cart and/or the cart tipping equipment and cause injury to workers.
8. If the resident is using a personal container for extra garbage, the extra garbage must be bagged and tagged with an Extra Garbage Sticker (one tag on each bag).
9. Bags or personal containers must not weigh over 50 lbs.
10. Collectors shall not replace garbage carts or cans in the path of the mail truck, or in front of mailboxes, nor on top of water meters.
11. Collectors should not collect refuse if it contains hazardous waste (solvents, paints, batteries automotive coolants, other automotive fluids, fluorescent light bulbs and pool chemicals).
12. Collectors should not collect refuse if it contains rocks, dirt or construction.
13. Collectors should not collect ashes unless it is put in a box and labeled "ASHES".
14. Collectors should not collect sawdust and vacuum cleaner dust unless they are tightly sealed.
15. Collectors should not collect dead animals with household garbage.
16. Collectors should not collect broken glass unless it is wrapped in newspaper, boxed, and labeled "GLASS".
17. Collectors should not collect needles and syringes unless they are placed in a hard-plastic or metal container with a screw-on or tightly secured lid
18. Collectors should not collect styrofoam packaging peanuts unless they are packaged and sealed.
19. Collector should notify the customers if the customer sets out Cardboard boxes with their garbage. The customer should place it with the recycling items.
20. Collectors should not collect items too large for regular garbage collection. Collectors should

- notify the customer that large items can be placed out for brush or bulky pickup and that the City will notify the customer of the scheduled brush/bulky collections.
21. Collectors shall not collect tires.
  22. Collectors shall not collect item(s) that appear(s) to be valuable. The resident should label it GARBAGE if they want it collected.
  23. Collectors should not collect Animal waste and cat litter unless it is bagged and sealed to control odor.
  24. In the event of an improper set-out (one that does not follow the guidelines) literature must be placed on the set-out informing the customer of the infraction of the guidelines and how to correct it. In such instances the collection of the set-out will occur on the next scheduled service.
  25. All household waste will be collected at addresses where a customer has moved out with no requirement for "Extra Garbage Stickers".
  26. Customers that have moved into an existing house or a new home are required to follow all Pay-As-You-Throw guidelines, i.e. all garbage outside their City-issued container must be containerized according to the guidelines and an "Extra Garbage Sticker" affixed to each bag or container.

### Yard Trimmings Collection:

1. The amount of yard trimmings collected at any address is not limited as long as the customer follows the guidelines for Pay-As-You-Throw as indicated below.
2. Collector must not collect Yard trimmings prior to 7:30 a.m.
3. Collector must not collect Yard trimmings if it is mixed with garbage.

Yard trimmings consist of:

- grass clippings
- leaves
- small brush
- tree limbs

Yard trimmings are not:

- garbage
- lumber
- large tree limbs
- old water hoses
- clay or plastic pots
- old garden tools,
- fertilizers
- soil
- rocks
- dirt

1. Brush and limbs must be bound in small bundles with string (not wire).
2. Limbs can be no longer than five (5) feet in length and now wider than 3 inches in diameter.
3. Plastic bags are not accepted for yard trimmings pick up. The resident may use a large kraft paper grass and leaf bag or in a personal trash container that does (not exceed 40 gallons in capacity) for yard trimmings.
4. If limbs are placed in a personal trash container limbs cannot stick out more than six (6) inches above the rim of the container.
5. In the event of an improper set-out ( one that does not follow the guidelines) literature must be placed on the set-out informing the customer of the infraction of the guidelines and how to correct it. In such instances the collection of the set-out will occur on the next scheduled service day.

## Recycling Collection:

1. The amount of recycling collected at any address is not limited as long as the customer follows the recycling guidelines for Pay-As-You-Throw as indicated below.
2. Collectors should not begin collection before 7:30 a.m.

3. Items collected in the recycling bins:

### Containers:

*All Plastic Bottles #1 and #2: (A bottle has a smaller neck than base – No yogurt cups, deli containers, cottage cheese containers, or margarine tubs; Plastics should be flattened)*

- Laundry detergent bottles
- Bleach bottles
- Shampoo bottles
- Cooking oil bottles
- Liquid and dishwashing soap bottles
- Juices bottles and jugs
- Bathroom and all purpose cleaners

### Cans:

- Aluminum
- Tin
- Steel cans

### Glass:

- Glass bottles and jars (any color and lids removed)

**Paper:** (Paper materials must be put in brown paper grocery bags or reusable containers separate from plastics and other containers)

- Computer and fax paper
- Brochures, pamphlets, magazines, catalogs and posters
- Flyers and direct mail advertisements
- Envelopes (White, manila and pastel colors only; Labels and windows are okay)
- Carbonless forms
- Paper ream wrappers
- Self-adhesive and "Post-it" notes

### Cardboard:

- Corrugated cardboard only (boxes must be flattened into 3' x 3' bundles and tied with string).

1. Items that are not to be collected in the recycling containers:

- Plastic packaging materials(baggies ,wrap and grocery bags)
- Flower pots
- Styrofoam (egg cartons, cups, etc.)
- Plastic jars and tubs (yogurt, margarine or other frozen food packaging)
- Plastic utensils, and food storage containers
- Toys
- Holiday and greeting cards, including their envelopes
- Brown, red or any dark-colored envelopes and folders
- Product samples (soap, diapers, floppy disks and CDs)
- wet paper (newspaper, magazines, junk mail, home office paper, or shopping catalogs)
- phone books
- Soiled or food-stained paper
- Facial or toilet tissue
- Pizza boxes
- Medical supplies
- window panes, light bulbs, Pyrex, crystal or dishes.
- Press board (cereal, shoe boxes, beverage cartons, food boxes, detergent containers, etc.)
- Home Chemical Containers (Pesticides and herbicides; Solvents and

paints; Adhesives; Motor oil and other petroleum product containers)  
Aerosol cans

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1. In the event of an improper set-out ( one that does not follow the guidelines) literature must be placed on the set-out informing the customer of the infraction of the guidelines and how to correct it. In such instances the collection of the set-out will occur on the next scheduled service.

### **Procedures to Follow on Spills and Glass Breakage**

1. All oil and other hazardous material spillage should be reported immediately to the City of Austin Solid Waste Services Department Contract Administrator and the ECSD Watershed Regulations Management Division at 499-2550.
2. The Contractor is responsible for cleaning up any hazardous spills by what ever method the ECSD Watershed Regulations Management Division deems appropriate.
3. All spillage of non-hazardous materials should be reported to the Contract Administrator immediately.
4. Clean-up of non-hazardous materials is also the responsibility of the Contractor.
5. On all spills, a follow-up call is required to the ECSD Watershed Regulations Management Division.

CITY OF AUSTIN, TEXAS  
PURCHASE SPECIFICATION  
FOR  
REFUSE, YARD TRIMMING AND RECYCLING  
COLLECTION AND DISPOSAL SERVICES


1.0 PURPOSE AND CLASSIFICATION

1.1 The City of Austin, hereinafter referred to as "City" seeks bids from companies trained and qualified in providing residential refuse, yard trimmings and recycling collection services. Services are to be identical to the City's "Pay-As-You-Throw" program guidelines so that customer requirements are uniform. The successful bidder, hereinafter referred to as "Contractor" shall begin servicing the approved areas by March 2, 1998.

1.2 This solicitation is being conducted to provide refuse, yard trimming and recycling collection services to potential annexation areas or rapid growth areas in the City of Austin.

2.0 SCOPE OF WORK

This specification establishes the minimum requirements for residential collection and disposal of refuse, yard trimmings and recycling collection services. These services will be provided to all occupied residential buildings containing four or fewer dwelling units and certain small commercial establishments (As designated by the Contract Administrator) located within the service area identified on ATTACHMENT A.

<u>Date</u>	<u>Prepared by</u>	<u>Issuance/Revision</u>	<u>Department Using</u>	<u>Approval Purchasing</u>
10/8/97	Gerard Bickham	Issuance	SWS	

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

### 3.0 PERFORMANCE REQUIREMENTS

- 3.1 The Contractor shall obtain all permits and licenses at Contractor's expense and shall collect and dispose of refuse, and collection and deliver of yard trimmings and recyclable materials in compliance with all laws, ordinances, specifications, rules and regulations, for this service as established by the City of Austin, State of Texas, U.S. Environmental Protection Agency, and any other federal, state, or local governmental provisions prevailing during the term of this agreement.
- 3.2 Collection of refuse, yard trimmings and recyclable materials shall be conducted in accordance with one of the following service schedule options. (The City shall have sole discretion in selecting the service schedule option or combination of service schedule options to be performed). The Contractor shall provide these services Monday through Friday.
- a). Refuse, yard trimmings and recyclable materials collection on the same day with the service day selected by the City.
  - b). Refuse, yard trimmings and recyclable materials collection on the same day with the service day selected by the Contractor.
  - c). Either refuse and recyclable materials collection on the same day and yard trimmings collection on a different day or yard trimmings and recyclable materials collection on the same day and refuse collection on a different day with the service days selected by the Contractor.
- 3.3 In situations concerning collection from corner houses, the Contract Administrator or his/her representative reserves the right to determine the point of collection of materials and placement of container based on safety, efficiency and neighborhood cleanliness issues.

#### 3.4 Pay-As-You-Throw Guidelines

See "Attachment B" for services to be provided. All attachments provided shall become part of the Contract.

#### 3.5 Refuse Disposal

All refuse collected by contractor shall be delivered to and disposed of in a landfill holding a valid permit from the State of Texas for the acceptance of household refuse. All charges for disposal of refuse at a landfill are the responsibility of the Contractor.

#### 3.6 Yard Trimmings Processing



All uncontaminated yard trimmings collected by the Contractor shall be delivered to a processing facility which utilizes composting or other methods approved by the Contract Administrator to recycle the material thus diverting it from disposal in a landfill. All charges associated with processing of yard trimmings shall be the responsibility of the Contractor. Contractors selection of the processing facility for yard trimmings shall be subject to the approval of the Contract Administrator.

### 3.7 Recyclable Materials Processing

All recyclable Materials collected by the Contractor shall be delivered to a Materials Recovery Facility (MRF) holding all legally required permits and licenses for the processing of recyclable materials. The MRF shall not dispose of any materials listed as items to be recycled in Attachment B without the prior written consent of the Contract Administrator. All charges associated with the processing of recyclable materials shall be the responsibility of the Contractor.

## 4. HOURS AND DAYS OF COLLECTION:

All collection activities must be performed between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday. Missed set-outs must be picked up by 5:00 p.m. of the next business day.

Contractor shall have adequate personnel, equipment, work practices, and management to insure that required services are accomplished within the scheduled collection times as indicated. The Contract Administrator will be notified of any collection activities occurring outside of regular collection times so that the City's Customer Service Staff can be informed. All oral notifications must be followed with a written notification no later than two working days after the occurrence indicating the collection areas involved, dates and times, the reasons for the late or unscheduled work, and the measures taken to prevent the problem from recurring. Instances of missed set-outs which are not collected before 5:00 p.m. the next business day occurring three or more times in a ninety (90) day period will be considered a chronic problem and a breach of the service contract.

## 5. DESIGNATED SERVICE AREA:

The area within which projected services are to be provided is outlined in the attached map (ATTACHMENT A). The Contract Administrator or his/her designated representative may alter the area of the designated service area.

6. SPECIAL SERVICES

Contractor shall note that a small number of accounts shall receive front door/carry out/bag services due to special situations (eg. disabled or terrain constraints). The Contract Administrator will notify the Contractor of the addresses requiring such service and service shall be provided at the same rate as other households.

7. ORIGINAL NUMBER OF ACCOUNTS:

As of the 1st collection day in which the Contractor provides services, the Contract Administrator shall provide a list of accounts to the Contractor detailing the sizes and quantities of refuse carts at each address within the service area.

Contractor shall have the right to request an on site verification of any address or account for which service discontinuation has been requested; such on site verification shall take place with a representative of the City and of the Contractor and shall consist of a visit to the site to determine if the premises are occupied.

8. CURRENT NUMBER OF ACCOUNTS:

The City shall inform the Contractor of the addresses and service categories of each new account, each account for which service is to be discontinued, and each change of service from one category to another.

The City will provide new accounts within the designated service area a refuse cart, and information package within one month of service initiation. New customers at an address will receive refuse, yard trimming, and recyclable materials collection by the Contractor. Citizens who request changes in service from curbside to front door/carry-out/bag will receive the changed level of service beginning on the next scheduled collection day. The City of Austin will notify the Contractor of accounts which are no longer eligible for service. The Contractor will terminate service to these accounts on the next regularly scheduled collection day.

The bill to be submitted for collection services in any month will reflect customer counts based on the previous month.

9. SCHEDULE FOR COLLECTION:

Bidders must submit with their bid, both the specified service day as requested by the City and the preferred service day/days of the Contractor in which refuse, yard trimming and recyclable material will be collected. No later than thirty days prior to the start of service, Contractor shall submit proposed routes indicating the

day/days of the week for refuse, yard trimming and recycling collection, to the Contract Administrator for consideration and approval. Within two weeks, the Contract Administrator will review the routes and request modifications or approve as submitted. Subsequently, Contractor shall obtain the approval of the Contract Administrator prior to initiating or changing the scheduled days for collection for any account. Upon written notification of the Contractor by the Contract Administrator of the City's intent to switch service schedule options, the Contractor shall implement said schedule changes within 120 days. Customers shall be notified by the City in writing of changes in their collection schedules.

10. QUANTITIES TO COLLECT:

The customer is not limited to the quantities of refuse, yard trimming and recyclable material that is set-out, as long as they follow the guidelines stated in attachment B. Contractor shall notify residents on their collection day (e.g., door hanger, cart hanger or tag on the recycling container) of any failure to collect the customers materials. The City will provide camera ready artwork with PMS colors to the Contractor at no cost for all material that shall be left with the customer. The Contractor shall bear all cost associated with printing of the material. After the first month of collection, the Contractor shall also notify the City within twenty-four hours of the address where the material was set out, but not collected, and the reason for non-collection.

11. EMPLOYER IDENTIFICATION:

Employees of Contractor shall wear a uniform and/or cap identifying them as employees of Contractor.

12. CART CARE AND MAINTENANCE:

- a). The Contractor shall provide the following cart repairs at the customers location: Replacement of bent and missing locking bars, reattachment of lid(s) and reattachment of wheel(s) when repair items are at Contractor's location.
- b). The City will provide to the contractor replacement parts (at no cost to the Contractor) which include: locking bars (for three size carts), locking bar pins, wheel spacers and wheel end-caps. The City will provide a stock of these parts at the beginning of the Contract period and provide additional supplies as requested. The Contractor shall contact the Contract Administrator when inventory stock is running low. The City will provide repair parts and supplies within two (2) weeks of receiving notice from the Contractor. The City will provide to the Contractor a one-time training on cart repair at an agreed upon time prior to the start of the contract.

- c). The Contractor will notify the Contract Administrator of any cart(s) requiring repairs other than those listed above (to be provided by the City). The Contractor must supply the address, collection day and the size/color of the cart to be repaired or replaced. In cases where the customer requests a cart directly to the contractor, the contractor shall refer the customer to Solid Waste Services Customer Service Office at 499-2111.
- d). The Contractor shall leave all carts at vacant houses. The Contractor is responsible for moving the cart of a vacant house to an area adjacent to the house if the cart has been left at the curb at time of move-out.
- e). Contractor's equipment shall continuously comply with all applicable ANSI standards for the prevention of damage to City provided equipment.

### 13. Vehicle and Property Condition

The Contractor shall maintain all vehicles utilized to meet this Agreement per Federal Motor Carrier Safety Regulations, Texas Department of Transportation Regulations, Local Agency Laws and National Consensus Guidelines. Vehicles which are leaking petroleum fluids or other substances, or present an unhygienic appearance or in any other way are deemed to be unsafe, shall not be used. Contractor shall also assure that all vehicles are operated in a manner which does not present damage or defacement of any public street or private property. The Contractor shall assure that a broom and shovel is present on all vehicles, that vehicles are adequately equipped to prevent debris from littering the roadway, and that all areas serviced by the Contractor are left neat and litter free. Failure to comply with the requirements listed above shall subject the Contractor to a penalty of \$200.00 per occurrence in addition to any clean-up or remediation costs.

### 14. Safety

All drivers utilized by Contractor to meet this Agreement shall be required to observe all Federal Motor Carrier Safety Regulations, Texas Department of Transportation Regulations, Texas Traffic Laws, Local Agency Laws and National Consensus Guidelines. Failure of any driver to comply with such requirements shall render the Contractor subject to a penalty of \$200.00 per confirmed occurrence. Occurrences shall be deemed confirmed upon: the issuance of a traffic citation to the driver by any governmental authority with jurisdiction; or the signing of a written complaint by any resident of the service area which sets forth the date, time, exact location, detailed description of the vehicle (to include truck number), and a detailed description of the violation; or the signing of a written complaint by any City Director, employee, consultant or contractor working in the service area, which sets forth the date, time, exact location, detailed description of the vehicle (to include truck number), and a detailed description of the violation. The Contractor must notify the City within one week of receipt of

any of the above, by contacting the Contract Administrator. The Contractor shall provide a list of the names and drivers license numbers of all operators utilized to meet the requirements of this Agreement. The list must be provided upon the commencement of this Agreement and updated as changes in personnel occur. The Contractors drug and alcohol program must meet at minimum the requirements of the City as identified in Attachment C.

15. HOLIDAYS:

The following holidays shall be observed:

- Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King Jr., Day
- Labor Day
- Independence Day

Collection of refuse, yard trimmings and recycling services shall be coordinated with the City's published collection schedule related to each specific holiday.

Refuse, yard trimming and recyclable materials shall be collected on the following holidays:

- Veteran's Day,
- Friday after Thanksgiving,
- Christmas Eve
- Presidents' Day
- Memorial Day

Notwithstanding the above, Contractor's collection schedule shall never result in the failure to provide refuse service to a group of residential accounts during a week. For example, if a holiday or bad weather day precludes collection, then the customer must receive service on the next regular working day (which for this purpose can include Saturday). Refuse and other collection services shall be provided every scheduled day, including Bad Weather Days, unless the Contract Administrator or his/her representative informs Contractor of a suspension of service. If the City determines that weather conditions preclude collection, the Contract Administrator shall notify the Contractor by 8:00 a.m. The Contractor is responsible for providing the home telephone numbers of key personnel to the Contract Administrator so that notification can be made on a timely basis. If the City determines that weather conditions preclude the resumption of collection services as stated above, the Contractor shall notify the Contract Administrator of the Contractor's plan for resumption of service.

Resumption of service plans shall be subject to the approval of the Contract Administrator.

16. REPORTING:

16.1 Contractor shall submit, no later than the fifteenth day following the end of each month during which services are performed, a written report and invoice, presented in the format specified by the City, indicating:

- a) the Current Number of Accounts, as prepared by the City according to section 7, above;
- b) the number of set-outs of recyclable materials, refuse and the number of yard trimming set-outs collected during the previous month;
- c) summaries of tonnage's, quantities (cubic yards and loads) and weights of all refuse collected, recyclable commodities collected and sold, by material, with market price stated);
- d) a listing of inquiries and complaints received and their resolution;
- e) a statement of money payable to the Contractor for the calendar month preceding the month in which the report is prepared;
- f) a report detailing contaminated yard trimmings that where disposed of in a landfill. the report shall include the collection area, date and type of contamination;
- g) sufficient documentation evidencing the delivery of refuse, yard trimming and recyclable materials to the facilities previously approved by the Contract Administrator.

16.2 Semi-annual, at a time specified by the City, the Contractor shall conduct a survey for a six (6) consecutive week period and shall provide the report in a special attachment to the monthly report:

17. OMISSION

It is the intent of this specification to acquire complete refuse, yard trimming and recycling services for the identified locations. Any services that have been omitted from this specification which are clearly necessary for the complete refuse, yard trimming and recycling services shall be considered a requirement although not directly specified or called for in this specification.

18. PRE-BID MEETING

A mandatory pre-bid meeting will be held December 9, 1997 at 11:00 a.m. in the Purchasing Office Conference Room located at 206 E. 9th Street, Suite 15.120. Attendance by prospective contractor's is mandatory.

19. ACCEPTABILITY OF WORK

The Solid Waste Services Department Contract Administrator shall be the undisputed judge of the acceptability of all work performed. If conditions are not acceptable, the Contractor will be requested to review and correct all problem areas within twenty-four (24) hours. Failure to do so will result in assessment of liquidated damages and possible termination of the contract.

20. CONTRACTOR'S REPRESENTATIVE

Contractor shall designate a responsible representative or representatives who will be accessible during the Contractor's business hours.

21. CONTRACTOR REQUIREMENTS

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

21.1 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

21.2 Contractor shall have provided services similar in scope to the services required in this specification on a continuing basis over a recent minimum twelve (12) month period. The bidder shall submit with this bid, detailed relevant company experience, including the year, the name of the customer, company or agency for whom prior projects were performed, contact person, title, present address, and phone number, and brief description of the project. A minimum of three (3) customer references must provide evidence of satisfactory performance of similar projects as detailed in this specification. Each customer reference shall be able to verify that the work was performed satisfactorily by the bidder.

21.3 Contractor must submit with their bid a bid bond as identified in the supplemental terms and conditions. A performance bond must be submitted within ten (10) days of contract award as identified in the supplemental terms and conditions.

CITY OF AUSTIN, TEXAS  
PURCHASE SPECIFICATION  
FOR  
REFUSE, YARD TRIMMING AND RECYCLING  
COLLECTION AND DISPOSAL SERVICES



1.0 PURPOSE AND CLASSIFICATION

1.1 The City of Austin, hereinafter referred to as "City" seeks bids from companies trained and qualified in providing residential refuse, yard trimmings and recycling collection services. Services are to be identical to the City's "Pay-As-You-Throw" program guidelines so that customer requirements are uniform. The successful bidder, hereinafter referred to as "Contractor" shall begin servicing the approved areas by March 2, 1998.

1.2 This solicitation is being conducted to provide refuse, yard trimming and recycling collection services to potential annexation areas or rapid growth areas in the City of Austin.

2.0 SCOPE OF WORK

This specification establishes the minimum requirements for residential collection and disposal of refuse, yard trimmings and recycling collection services. These services will be provided to all occupied residential buildings containing four or fewer dwelling units and certain small commercial establishments (As designated by the Contract Administrator) located within the service area identified on ATTACHMENT A.

<u>Date</u>	<u>Prepared by</u>	<u>Issuance/Revision</u>	<u>Department</u> <u>Using</u>	<u>Approval</u> <u>Purchasing</u>
10/8/97	Gerard Bickham 	Issuance	SWS	

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



### 3.0 PERFORMANCE REQUIREMENTS

- 3.1 The Contractor shall obtain all permits and licenses at Contractor's expense and shall collect and dispose of refuse, and collection and deliver of yard trimmings and recyclable materials in compliance with all laws, ordinances, specifications, rules and regulations, for this service as established by the City of Austin, State of Texas, U.S. Environmental Protection Agency, and any other federal, state, or local governmental provisions prevailing during the term of this agreement.
- 3.2 Collection of refuse, yard trimmings and recyclable materials shall be conducted in accordance with one of the following service schedule options. (The City shall have sole discretion in selecting the service schedule option or combination of service schedule options to be performed). The Contractor shall provide these services Monday through Friday.
- a). Refuse, yard trimmings and recyclable materials collection on the same day with the service day selected by the City.
  - b). Refuse, yard trimmings and recyclable materials collection on the same day with the service day selected by the Contractor.
  - c). Either refuse and recyclable materials collection on the same day and yard trimmings collection on a different day or yard trimmings and recyclable materials collection on the same day and refuse collection on a different day with the service days selected by the Contractor.
- 3.3 In situations concerning collection from corner houses, the Contract Administrator or his/her representative reserves the right to determine the point of collection of materials and placement of container based on safety, efficiency and neighborhood cleanliness issues.

#### 3.4 Pay-As-You-Throw Guidelines

See "Attachment B" for services to be provided. All attachments provided shall become part of the Contract.

#### 3.5 Refuse Disposal

All refuse collected by contractor shall be delivered to and disposed of in a landfill holding a valid permit from the State of Texas for the acceptance of household refuse. All charges for disposal of refuse at a landfill are the responsibility of the Contractor.

#### 3.6 Yard Trimmings Processing

All uncontaminated yard trimmings collected by the Contractor shall be delivered to a processing facility which utilizes composting or other methods approved by the Contract Administrator to recycle the material thus diverting it from disposal in a landfill. All charges associated with processing of yard trimmings shall be the responsibility of the Contractor. Contractor's selection of the processing facility for yard trimmings shall be subject to the approval of the Contract Administrator.

### 3.7 Recyclable Materials Processing

All recyclable Materials collected by the Contractor shall be delivered to a Materials Recovery Facility (MRF) holding all legally required permits and licenses for the processing of recyclable materials. The MRF shall not dispose of any materials listed as items to be recycled in Attachment B without the prior written consent of the Contract Administrator. All charges associated with the processing of recyclable materials shall be the responsibility of the Contractor.

### 4. HOURS AND DAYS OF COLLECTION:

All collection activities must be performed between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday. Missed set-outs must be picked up by 5:00 p.m. of the next business day.

Contractor shall have adequate personnel, equipment, work practices, and management to insure that required services are accomplished within the scheduled collection times as indicated. The Contract Administrator will be notified of any collection activities occurring outside of regular collection times so that the City's Customer Service Staff can be informed. All oral notifications must be followed with a written notification no later than two working days after the occurrence indicating the collection areas involved, dates and times, the reasons for the late or unscheduled work, and the measures taken to prevent the problem from recurring. Instances of missed set-outs which are not collected before 5:00 p.m. the next business day occurring three or more times in a ninety (90) day period will be considered a chronic problem and a breach of the service contract.

### 5. DESIGNATED SERVICE AREA:

The area within which projected services are to be provided is outlined in the attached map (ATTACHMENT A). The Contract Administrator or his/her designated representative may alter the area of the designated service area.

6. SPECIAL SERVICES

Contractor shall note that a small number of accounts shall receive front door/carry out/bag services due to special situations (eg. disabled or terrain constraints). The Contract Administrator will notify the Contractor of the addresses requiring such service and service shall be provided at the same rate as other households.

7. ORIGINAL NUMBER OF ACCOUNTS:

As of the 1st collection day in which the Contractor provides services, the Contract Administrator shall provide a list of accounts to the Contractor detailing the sizes and quantities of refuse carts at each address within the service area.

Contractor shall have the right to request an on site verification of any address or account for which service discontinuation has been requested; such on site verification shall take place with a representative of the City and of the Contractor and shall consist of a visit to the site to determine if the premises are occupied.

8. CURRENT NUMBER OF ACCOUNTS:

The City shall inform the Contractor of the addresses and service categories of each new account, each account for which service is to be discontinued, and each change of service from one category to another.

The City will provide new accounts within the designated service area a refuse cart, and information package within one month of service initiation. New customers at an address will receive refuse, yard trimming, and recyclable materials collection by the Contractor. Citizens who request changes in service from curbside to front door/carry-out/bag will receive the changed level of service beginning on the next scheduled collection day. The City of Austin will notify the Contractor of accounts which are no longer eligible for service. The Contractor will terminate service to these accounts on the next regularly scheduled collection day.

The bill to be submitted for collection services in any month will reflect customer counts based on the previous month.

9. SCHEDULE FOR COLLECTION:

Bidders must submit with their bid, both the specified service day as requested by the City and the preferred service day/days of the Contractor in which refuse, yard trimming and recyclable material will be collected. No later than thirty days prior to the start of service, Contractor shall submit proposed routes indicating the

day/days of the week for refuse, yard trimming and recycling collection, to the Contract Administrator for consideration and approval. Within two weeks, the Contract Administrator will review the routes and request modifications or approve as submitted. Subsequently, Contractor shall obtain the approval of the Contract Administrator prior to initiating or changing the scheduled days for collection for any account. Upon written notification of the Contractor by the Contract Administrator of the City's intent to switch service schedule options, the Contractor shall implement said schedule changes within 120 days. Customers shall be notified by the City in writing of changes in their collection schedules.

10. QUANTITIES TO COLLECT:

The customer is not limited to the quantities of refuse, yard trimming and recyclable material that is set-out, as long as they follow the guidelines stated in attachment B. Contractor shall notify residents on their collection day (e.g., door hanger, cart hanger or tag on the recycling container) of any failure to collect the customers materials. The City will provide camera ready artwork with PMS colors to the Contractor at no cost for all material that shall be left with the customer. The Contractor shall bear all cost associated with printing of the material. After the first month of collection, the Contractor shall also notify the City within twenty-four hours of the address where the material was set out, but not collected, and the reason for non-collection.

11. EMPLOYER IDENTIFICATION:

Employees of Contractor shall wear a uniform and/or cap identifying them as employees of Contractor.

12. CART CARE AND MAINTENANCE:

- a). The Contractor shall provide the following cart repairs at the customers location: Replacement of bent and missing locking bars, reattachment of lid(s) and reattachment of wheel(s) when repair items are at Contractor's location.
- b). The City will provide to the contractor replacement parts (at no cost to the Contractor) which include: locking bars (for three size carts), locking bar pins, wheel spacers and wheel end-caps. The City will provide a stock of these parts at the beginning of the Contract period and provide additional supplies as requested. The Contractor shall contact the Contract Administrator when inventory stock is running low. The City will provide repair parts and supplies within two (2) weeks of receiving notice from the Contractor. The City will provide to the Contractor a one-time training on cart repair at an agreed upon time prior to the start of the contract.

- c). The Contractor will notify the Contract Administrator of any cart(s) requiring repairs other than those listed above (to be provided by the City). The Contractor must supply the address, collection day and the size/color of the cart to be repaired or replaced. In cases where the customer requests a cart directly to the contractor, the contractor shall refer the customer to Solid Waste Services Customer Service Office at 499-2111.
- d). The Contractor shall leave all carts at vacant houses. The Contractor is responsible for moving the cart of a vacant house to an area adjacent to the house if the cart has been left at the curb at time of move-out.
- e). Contractor's equipment shall continuously comply with all applicable ANSI standards for the prevention of damage to City provided equipment.

13. Vehicle and Property Condition

The Contractor shall maintain all vehicles utilized to meet this Agreement per Federal Motor Carrier Safety Regulations, Texas Department of Transportation Regulations, Local Agency Laws and National Consensus Guidelines. Vehicles which are leaking petroleum fluids or other substances, or present an unhygienic appearance or in any other way are deemed to be unsafe, shall not be used. Contractor shall also assure that all vehicles are operated in a manner which does not present damage or defacement of any public street or private property. The Contractor shall assure that a broom and shovel is present on all vehicles, that vehicles are adequately equipped to prevent debris from littering the roadway, and that all areas serviced by the Contractor are left neat and litter free. Failure to comply with the requirements listed above shall subject the Contractor to a penalty of \$200.00 per occurrence in addition to any clean-up or remediation costs.

14. Safety

All drivers utilized by Contractor to meet this Agreement shall be required to observe all Federal Motor Carrier Safety Regulations, Texas Department of Transportation Regulations, Texas Traffic Laws, Local Agency Laws and National Consensus Guidelines. Failure of any driver to comply with such requirements shall render the Contractor subject to a penalty of \$200.00 per confirmed occurrence. Occurrences shall be deemed confirmed upon: the issuance of a traffic citation to the driver by any governmental authority with jurisdiction; or the signing of a written complaint by any resident of the service area which sets forth the date, time, exact location, detailed description of the vehicle (to include truck number), and a detailed description of the violation; or the signing of a written complaint by any City Director, employee, consultant or contractor working in the service area, which sets forth the date, time, exact location, detailed description of the vehicle (to include truck number), and a detailed description of the violation. The Contractor must notify the City within one week of receipt of

any of the above, by contacting the Contract Administrator. The Contractor shall provide a list of the names and drivers license numbers of all operators utilized to meet the requirements of this Agreement. The list must be provided upon the commencement of this Agreement and updated as changes in personnel occur. The Contractors drug and alcohol program must meet at minimum the requirements of the City as identified in Attachment C.

15. HOLIDAYS:

The following holidays shall be observed:

- Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King Jr., Day
- Labor Day
- Independence Day

Collection of refuse, yard trimmings and recycling services shall be coordinated with the City's published collection schedule related to each specific holiday.

Refuse, yard trimming and recyclable materials shall be collected on the following holidays:

- Veteran's Day,
- Friday after Thanksgiving,
- Christmas Eve
- Presidents' Day
- Memorial Day

Notwithstanding the above, Contractor's collection schedule shall never result in the failure to provide refuse service to a group of residential accounts during a week. For example, if a holiday or bad weather day precludes collection, then the customer must receive service on the next regular working day (which for this purpose can include Saturday). Refuse and other collection services shall be provided every scheduled day, including Bad Weather Days, unless the Contract Administrator or his/her representative informs Contractor of a suspension of service. If the City determines that weather conditions preclude collection, the Contract Administrator shall notify the Contractor by 8:00 a.m. The Contractor is responsible for providing the home telephone numbers of key personnel to the Contract Administrator so that notification can be made on a timely basis. If the City determines that weather conditions preclude the resumption of collection services as stated above, the Contractor shall notify the Contract Administrator of the Contractor's plan for resumption of service.

Resumption of service plans shall be subject to the approval of the Contract Administrator.

16. REPORTING:

16.1 Contractor shall submit, no later than the fifteenth day following the end of each month during which services are performed, a written report and invoice, presented in the format specified by the City, indicating:

- a) the Current Number of Accounts, as prepared by the City according to section 7, above;
- b) the number of set-outs of recyclable materials, refuse and the number of yard trimming set-outs collected during the previous month;
- c) summaries of tonnage's, quantities (cubic yards and loads) and weights of all refuse collected, recyclable commodities collected and sold, by material, with market price stated);
- d) a listing of inquiries and complaints received and their resolution;
- e) a statement of money payable to the Contractor for the calendar month preceding the month in which the report is prepared;
- f) a report detailing contaminated yard trimmings that where disposed of in a landfill. the report shall include the collection area, date and type of contamination;
- g) sufficient documentation evidencing the delivery of refuse, yard trimming and recyclable materials to the facilities previously approved by the Contract Administrator.

16.2 Semi-annual, at a time specified by the City, the Contractor shall conduct a survey for a six (6) consecutive week period and shall provide the report in a special attachment to the monthly report:

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Contractor shall designate a responsible representative or representatives who will be accessible during the Contractor's business hours.

21. CONTRACTOR REQUIREMENTS

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

- 21.1 Contractor shall not have significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.
- 21.2 Contractor shall have provided services similar in scope to the services required in this specification on a continuing basis over a recent minimum twelve (12) month period. The bidder shall submit with this bid, detailed relevant company experience, including the year, the name of the customer, company or agency for whom prior projects were performed, contact person, title, present address, and phone number, and brief description of the project. A minimum of three (3) customer references must provide evidence of satisfactory performance of similar projects as detailed in this specification. Each customer reference shall be able to verify that the work was performed satisfactorily by the bidder.
- 21.3 Contractor must submit with their bid a bid bond as identified in the supplemental terms and conditions. A performance bond must be submitted within ten (10) days of contract award as identified in the supplemental terms and conditions.



**BID INVITATION ADDENDUM****PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS****Refuse, Yard Trimmings and Recycling Collection and Disposal Services**IFB No: SH98300019Addendum No. 1Date of Addendum: December 12, 1997

1.0 The bid opening is extended to January 8, 1998 at 10:00 AM.

2.0 See Section 0205, Supplemental Solicitation Instructions, Paragraph 3, Bid Guaranty.  
This paragraph is revised to read as follows:

All Bids shall be accompanied by a bid guaranty in an amount of fifteen thousand dollars (\$15,000). The only acceptable bid guaranty will be a bid bond with Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.

The Bid guaranty accompanying the Bid of the apparent low bidder will be retained until Contract is awarded and successful bidder executes Contract and furnishes required bonds and insurance, after which the bid guaranty will be returned to the bidder. The Bid guaranty accompanying the second lowest bidder will be retained until Contract is awarded. All other bid guaranties will be returned within seven (7) calendar days after Bid opening

3.0 All other terms and conditions shall remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced bid invitation.

APPROVED BY: \_\_\_\_\_

Samuel Harris, C.P.M.

Finance and Administrative Services Department

ACKNOWLEDGED BY: \_\_\_\_\_

Bidder

Authorized Signature

Date

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

12/19/97 13:59 512 499 2388

**BID INVITATION ADDENDUM**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**Refuse, Yard Trimmings and Recycling Collection and Disposal Services**

IFB No: SH98300019

Addendum No. 2

Date of Addendum: December 19, 1997

- 1.0 See Section 0205, Supplemental Solicitation Instructions. This Section is replaced in its entirety with the attached revised Section 0205, Supplemental Solicitation Instructions.
- 2.0 See Section 0700, Bid Sheets. This Section is replaced in its entirety with the attached revised Section 0700, Bid Sheets.
- 3.0 The following paragraph is incorporated as guideline no. 27 to the Pay-As-You-Throw Guidelines, Refuse Collection:  
The City of Austin provides two unlimited refuse collection weeks per year, the week between Christmas Day and New Years Day and one week in the spring.
- 4.0 All other terms and conditions shall remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced bid invitation.

APPROVED BY:

Samuel Harris

Samuel Harris, C.P.M.

Finance and Administrative Services Department

ACKNOWLEDGED BY:

Bidder

Authorized Signature

Date

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

12/19/97 13:59

512 499 2388

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL SOLICITATION INSTRUCTIONS (IFB)  
SOLICITATION NUMBER: SH98300019**

The Supplemental Solicitation Instructions contained herein amend or supplement the Solicitation Instructions in Section 0200:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5a in Section 0200)  
All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least fifteen (15) days prior to the bid opening date.
2. **ALTERNATE BIDS**  
Alternate bids will not be accepted, except as provided for on bid sheets.
3. **BID GUARANTY**

All Bids shall be accompanied by a bid guaranty in an amount of fifteen thousand dollars (\$15,000). The only acceptable bid guaranty will be a bid bond with Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.

The Bid guaranty accompanying the Bid of the apparent low bidder will be retained until Contract is awarded and successful bidder executes Contract and furnishes required bonds and insurance, after which the bid guaranty will be returned to the bidder. The Bid guaranty accompanying the second lowest bidder will be retained until Contract is awarded. All other bid guaranties will be returned within seven (7) calendar days after Bid opening.

4. **PAYMENT BOND**

A payment bond shall be provided in an amount equal to 100 % of the contract amount as security for the faithful payment of all Vendor's obligations under the contract. The payment bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law.

5. **PERFORMANCE BOND**

A performance bond shall be provided in an amount equal to fifty dollars (\$50.00) per household in the area(s) awarded as security for the faithful performance of all Vendor's obligations under the contract. The performance bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law.

12/19/97 14:01

512 499 2388

COA PURCHASING

0007/007

### NOTE: 3 EXAMPLE SHOWING HOW BID PRICING WOULD BE USED TO CALCULATE THE MONTHLY INVOICE AMOUNT FOR A PARTICULAR AREA OR PRICING UNIT:

Assume the City contracted based on Option B for a Pricing Unit called 'Example Neighborhood' and the chosen contractor supplied the following bid prices:

Prices Per Month Per Customer Served:							
Pricing units in Area X (A)	Approx. # Customers: (B)	1 - 30 gal. cart (C)	Each additional 30 gal. cart (D)	1 - 60 gal. cart (E)	Each additional 60 gal. cart (F)	1 - 90 gal. cart (G)	Each additional 90 gal. cart (H)
Example Neighborhood	1,000	Option B \$ 5.00	\$ 1.00	\$ 8.00	\$ 1.25	\$ 7.00	\$ 1.50

Assume that for a given month, the 1000 customers choose the following service subscriptions:

Subscription	# of Customers	Extended Unit Pricing:	
1 - 30 gal. Cart	215	\$ 1,075.00	
1 - 60 gal. Cart	550		\$ 3,300.00
1 - 90 gal. Cart	175		\$ 1,225.00
2 - 30 gal. Carts	10		
1 - 60 and 1 - 30 gal. Cart	15	\$ 90.00	\$ 18.75
1 - 60 and 1 - 60 gal. Cart	20		\$ 25.00
2 - 90 gal. Carts	15		\$ 140.00
Subtotals	1000	\$ 1,125.00	\$ 43.75
Grand Total (Sum of subtotals for cols. C-H)		\$ 3,380.00	\$ 1,470.00
		\$ 1,061.25	\$ 22.50
			\$ 22.50

Notice that for subscriptions involving more than one cart at an address, the largest cart is counted for the single cart price, with add-on pricing for additional carts.

### 4 EXPLANATION OF METHODOLOGY TO BE USED BY THE CITY TO CALCULATE LOWEST BIDS RECEIVED:

The City will evaluate bids received by comparing the sum of the composite prices derived from multiplying the estimated number of customers in each Area or Pricing Unit by the percentages shown below then multiplying by the prices provided by each contractor for each subscription option (columns C - H).

Assumed percentage of customers in each subscription category:			
Subscription	Col. Reference	Percentage	
30 gal. Cart	C	19%	
60 gal. Cart	E	60%	
90 gal. Cart	G	21%	
Add'l 30 gal. Cart	D	7%	
Add'l 60 gal. Cart	F	6%	
Add'l 90 gal. Cart	H	5%	

Example calculation using pricing shown in Note 3 above: (Total no. of Cust. = 1000)				
# of Cust. X Pct.	Sample Price	Composite Price	Evaluation Price	
190	\$ 5.00	\$ 950.00		
600	\$ 6.00	\$ 3,600.00		
210	\$ 7.00	\$ 1,470.00		
70	\$ 1.00	\$ 70.00		
60	\$ 1.25	\$ 75.00		
50	\$ 1.50	\$ 75.00	\$ 6,240.00	