



City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 1 - Executive Summary:

Organics “By Gosh” is a team of compost, soil, and recycling enthusiasts leading the way into a promising future of sustainability! With our organics recycling program, continual dedication to compost made the smart way, and an emphasis on giving back to the community, we’re changing the way people think about the ground they walk on and what they throw away. Our team is committed to helping our community understand the importance of diverting organic material away from the landfill and, instead, using it to create high value products that are put back into the community. We like to think we’ve put together something pretty special here at Organics “By Gosh” – a group of super dedicated experts with a shared commitment to providing the best service and products for Austin and Central Texas.

For the past three and a half years (3 ½) Organics “By Gosh” has accepted the City of Austin’s Organics Processing Pilot Program organics products from their curbside collection route. We processed approximately 33,724 tons of organics in 2015, in which approximately 4,300 tons were provided by the City of Austin and sold approximately 40,273 tons of compost products. We are committed to being a part of the City of Austin’s Zero Waste goals. We strive to continually increase the amount of organics being diverted from landfills and promote the City of Austin’s environmental goals.

Organics “By Gosh” in collaboration with the City of Austin wants to enhance the overall cost effectiveness of the City’s organics processing program. The City is to provide thirty two (32) gallon carts to residents participating in the program. Product will be collected using rear load trucks. This will ensure that non-compliant customer’s carts will be tagged out. After three tag outs the customer can lose privileges’ of the program. Organics “By Gosh” adheres to a zero glass tolerance policy. We are committed to offering the City a designated tipping area at our facility, streamlining the contamination and reporting in an effort to provide the best service at the lowest cost. It can be done “By Gosh”.



PROPRIETARY

Organics "By Gosh"

City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 2 – City of Austin Purchasing Documents



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

SOLICITATION NO: RFP SLW0509REBID

DATE ISSUED: May 30, 2016

COMMODITY/SERVICE DESCRIPTION: Organics Processing Services

REQUISITION NO.: RQM 1500 16020900256

COMMODITY CODE: 98859

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: June 23, 2016 at 2:00 PM

PROPOSAL CLOSING TIME AND DATE: June 23, 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 # SLW0509REBID	Purchasing Office-Response Enclosed for Solicitation # SLW0509REBID
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	7
0500	SCOPE OF WORK	6
0510	EXCEPTIONS CHECKLIST	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0600B	BID SHEET	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
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:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

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: Employee Owned Nursery Enterprises, Ltd., dba Organics "By Gosh"

Company Address: P.O. Box 908

City, State, Zip: Del Valle, Texas 78617

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Phil Gosh

Title: CEO

Signature of Officer or Authorized Representative: 

Date: 6-22-16

Email Address: phil@orgaicsbygosh.com

Phone Number: 512-276-1211 / [REDACTED]

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

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

The following Supplemental Purchasing Provisions apply to this solicitation for Organics Processing:

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 one week prior to the bid opening date by 1:00PM CST. Any requests should be faxed to 512-974-2388 or emailed to sandy.wirtanen@austintexas.gov.

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

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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

- (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an **initial term of thirty-six (36) months** and may be extended thereafter for up to **three (3) additional twelve (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 twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **PRE-AWARD:** Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their proposal price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

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

6. **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.

7. **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:

To:	The City of Austin
Department:	Austin Resource Recovery Department (ARR)
Attn Dept:	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 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.

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

- viii. **Monthly Invoices** shall be computer-generated and include the following where directed by the Contract Manager:
- (1) Weight ticket of each load as delivered, pre-sorted to include date, truck number and weight,
 - (2) Digital photographs with arrows, dates, and data recording the load as delivered, with “noticeable” contamination if any, per load as delivered,
 - (3) All invoices, statements, reports and documentation must be connected by dates, weight tickets, truck number for that period reported,
 - (4) Invoices are to separate out tiered/equity based pricing per ton and provide reduction based upon tonnage delivered, and any contamination/disposal fee where applicable,
 - (5) Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the services being charged. The method(s) used by the Contractor to calculate prorated bills is subject to the approval of the City,
 - (6) Monthly report shall include total tons of material received, total tons of material reused or recycled and percentage of diversion.
 - (7) If the contamination weights, per week, total 3% or greater than the total weights of all loads delivered before sorting, Contractor must report the contamination volumes and weights to the Contractor Manager within three (3) business days. Late reporting will not be accepted, and those loads will not qualify for payment of any kind.

8. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish, with the Offer, Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information must be included with each shipment under the contract.
- D. All Texas Commission of Environmental Quality (TCEQ) standards must be followed and will be enforced.

9. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency’s Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City’s Comprehensive Recycling Resolution.

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

10. 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 an Offeror 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 Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify 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>

11. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

12. 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

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

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.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: CPI – All Urban Customers	
Series ID: CUUR0300SA0	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: South Urban	
Description of Series ID: All Items	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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

13. **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.
14. **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:

Jo Gutierrez, Jocabed.Gutierrez@austintexas.gov , 512-974-6084

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

**CITY OF AUSTIN
SCOPE OF WORK
ORGANICS PROCESSING SERVICES PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0509REBID**

1.0 PURPOSE

The City of Austin ("City") seeks proposals from qualified Contractors that specialize in composting organics and have integrated solid waste management programs that place a high priority on customer service and the diversion of waste from landfill disposal. Contractors should have demonstrated significant innovative results through their composting program development, implementation, and operations. Contractors should also be able to provide complete organics processing, sorting, composting, marketing services and detailed data reporting to support the City's expanding residential curbside organic materials collection program and have a processing facility no more than 30 miles from City Hall.

The City reserves the right to select one or more Contractors based on each Contractor's level of experience, qualifications, diversion methods/rates, organics processing and contamination removal methods utilized, capacity of facility, location, fees, and the overall best interest of the City.

2.0 BACKGROUND

In 2012, the City began a curbside residential pilot organics program utilizing City or customer supplied carts or containers. The purpose of this program is to reduce waste and ensure that yard waste, food scraps, food/oil, and soiled compostable paper can be adequately composted for reuse. The program will help the City achieve its Zero Waste Goals to reduce the amount of waste sent to the landfill by 75 percent by 2020 and 90 percent by the year 2040.

The 2015 annual volume of curbside organic materials (yard waste, food scraps, and food/oil soiled compostable paper) collected in the pilot program were approximately 4,300 tons of materials from approximately 14,500 residential customers. A citywide expansion may include over 210,000 residential customers; therefore, Contractor shall support, in its proposal, their ability to properly accept and process the increase in volumes as the program expands to an approximate increase in annual tonnage to 72,000 tons with full citywide participation. [Note: All tonnages are estimates only, and no guarantee of actual volumes delivered.]

The City collects yard waste, food scraps, food/oil, soiled compostable paper, utilizing City or customer supplied carts or containers.

3.0 SPECIFICATIONS/SCOPE OF WORK

3.1 Facility - Contractors shall furnish a facility or facilities sufficient to handle the volumes of materials that will be collected as the program expands as described below. All skills, manpower, equipment, supplies, utility services, vehicles, transportation and all resources necessary to successfully accept the volume of materials delivered, screening and sorting, processing, marketing, selling, and reporting of all compostable materials delivered to Contractor by the City of Austin per the specifications herein.

3.1.1 The City seeks a Contractor with a facility, where City vehicles can transport and drop-off all compostable materials no more than 30 miles from City Hall.

3.1.2 Any and all facilities/locations used must be fully licensed, permitted and in compliance with all required Federal, State, County, and City regulations. Proof of all compliance may be required from the City at any time during the contract.

3.2 Compostable Materials - The City reserves the right to increase and/or decrease all organic/compostable commodities and volumes at any time during the contract period, and no guaranteed commodities or volumes are to be construed in any way.

**CITY OF AUSTIN
SCOPE OF WORK
ORGANICS PROCESSING SERVICES PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0509REBID**

At a minimum, the following materials are to be considered compostable materials:

- 3.2.1 Animal meats including but not limited to: deli meats, sandwiches, raw and cooked meats, (beef, poultry, pork, deer, bison and other), meat trimmings and renderings and seafood;
- 3.2.2 Vegetable and fruit materials;
- 3.2.3 Animal, vegetable and fruit fats, oils and greases;
- 3.2.4 Soiled paper products including but not limited to: soiled paper/soiled food products, soiled paper cups, soiled paper plates/paper towels, paper, non-foam egg cartons, napkins, tissue papers, cardboard cereal and food boxes, empty and/or used pizza boxes, empty and/or used paper food containers, wet and waxed cardboard, and waxed paper;
- 3.2.5 Yard waste and leaves including but not limited to: grass, lawn and garden clippings, small trees/bushes and branches, pinecones, shrub/bush trimmings, brush, yard/garden paper and cardboard products, flowers, plants, and soil.
- 3.2.6 All food waste including but not limited to: all food scraps, nuts and shells, corn cobs, coffee and tea bags/grounds/leaves and filters, eggs and egg shells, breads and bakery products, cheese and dairy products, food scraps, all edible grocery items, bones, and frozen foods;
- 3.2.7 Wood products, boxes and wood pieces including but not be limited to: wooden crates, popsicle sticks and small wood objects, wood ashes, wood shavings, unpainted and untreated pallets, lumber, laths, cedar shingles, and other clean wood;
- 3.2.8 Miscellaneous biodegradable items including but not limited to: pet hair/fur, feathers, sawdust, paper bags, dryer lint, cereal boxes, newspaper, shredded paper, cotton balls/pads, compostable utensils, dog and cat food, bone meal, and Biodegradable Products Institute certified compostable food waste bags;
- 3.2.9 Other materials may be added as determined compostable and mutually agreed.

3.3 Collection and Processing Procedures

- 3.3.1 Currently the City collects and delivers approximately 2-5 loads daily, from the current residential customers participating in the curbside organics program; however, the number of deliveries and volumes are subject to change, without notice. No volumes/quantities are guaranteed. The Contractor's facilities should be capable of handling larger volumes than currently collected. Contractors should provide detailed information as to the facility's production, storage and processing capacities, and ability to handle increased volumes.
- 3.3.2 The City reserves the right to include additional yard waste (leaves, grass, branches, brush) as an immediate contingency in the event the City's Hornsby Bend processing site is unavailable and/or due to unforeseen and/or changing circumstances. The City estimates around 4,400 tons, representing approximately two (2) months volume of the current yard-trimmings collection program could be diverted to the Contractor's facility. This is **not** to be construed as a guaranteed volume; however, Contractors must be able to forecast and be able to accept these materials should this occur.

**CITY OF AUSTIN
SCOPE OF WORK
ORGANICS PROCESSING SERVICES PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0509REBID**

- 3.4 Safety- Contractors shall properly train all employees, subcontractors and agents in all regulatory requirements, hazards and dangers in the delivery and processing of the organic materials.
- 3.4.1 Contractors shall ensure all employees, subcontractors and agents working with, around, and/or processing organic materials shall wear the proper personal protective equipment while on the premises and/or while performing any part of the processing.
- 3.4.2 Contractors shall implement and provide the City with its safety plan and responses for any and all safety concerns including but not limited to fire, flood, injuries and other.
- 3.4.3 Contractors shall be solely responsible and liable for any and all injuries and damages that occur on its property and its operations, and shall hold harmless the City and indemnify the City from any and claims asserted as a result thereof extending to all performance under this contract.
- 3.5 Contamination and Reporting
- 3.5.1 In order to determine the volume of contamination, on a semi-annual basis, the City will deliver selected loads, based upon a reasonable sampling of all materials collected by the City, to the Contractor's location, at a predetermined and agreed to date, in order to perform a composition study and audit of the materials. The City will alternate the routes each six month period, but the City will elect the routes for each composition study period.
- 3.5.2 Contractor shall perform the audit of the samplings provided by the City, with City personnel present to record the results. The composition study will establish the contamination versus compostable materials delivered. This study will set the contamination rate for the subsequent six month period that the Contractor will use for all materials delivered.
- 3.5.3 Therefore, all materials delivered will be weighed upon delivery and the only contamination rate that can be used will be from the current relevant audit/study, regardless of actual contamination.
- 3.5.4 At the execution of the agreement, the City will schedule the first samplings to be delivered to the Contractor and used for the first six month period of the contract, within two weeks of the onset of the agreement.
- 3.5.5 Contractors shall not reject a load unless the load can be supported to contain at least 25% contamination by weight. Any claim of 25% or greater contamination in a load must be fully documented and the documentation submitted to the City's Contract Manager, within 24 hours as a Notice of Rejected Load. Upon rejection, the load shall be set aside and segregated from other materials. Contractors shall photograph rejected loads using arrows, markings, and descriptions emphasizing the contaminants. Some form of measurement must be included in the picture to support the rejected load claim [e.g. weight ticket of load as delivered compared to contamination weight]. The City reserves the right to inspect and/or audit any such claim asserted. Failure to provide supported documentation for the rejected load, will disqualify the load from any related contamination fees.
- 3.5.6 Contractors should fully address all methods used to report and screen out contamination, subject to City approval.
- 3.5.7 Contractors shall be solely responsible for the disposal of any and all contaminated materials and shall provide information regarding any facility where contaminated

**CITY OF AUSTIN
SCOPE OF WORK
ORGANICS PROCESSING SERVICES PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0509REBID**

waste will be disposed, subject to City approval. All disposal facilities must be properly permitted and in full compliance of all regulatory requirements.

3.5.8 Contractors shall have all scales calibrated and certified annually to be in full Texas Department of Agriculture compliance and provide the City with State documentation of verification on an annual basis, without prior request from the City.

3.5.9 Contractors shall maintain and annually provide the City copies of all necessary licenses, permits, and or registrations for the compost/organics operations, without prior notification from the City.

3.6 Marketing and Selling Organic Materials

3.6.1 Contractors shall be solely responsible to process, compost, market, sell, recycle, and/or beneficially reuse all compostable materials received from the City's collection services.

3.6.2 The City may require documentation supporting that all compostable materials, delivered to Contractor(s), are used in an environmentally positive way, and that no reusable materials are burned or disposed of.

4.0 SITE REQUIREMENTS

4.1 Contractors shall not relocate facilities without permission from the City. Contractor(s) shall provide documentation [ownership, lease, rental agreement] supporting it has and can maintain the same suitable site for the duration of the entire contract, including extensions, should any be exercised at the City's sole discretion.

4.2 Contractors shall keep locations open to accept deliveries from the City, Monday through Friday from 7:00 am to 5:00 pm, excluding Thanksgiving Day, Christmas Day and New Year's Day; however, Contractor shall be open for deliveries on the three following Saturdays subsequent to the above listed holidays. The City may require Contractors to remain open longer periods of time in emergency situations or to complete collection routes which are delayed due to unusual circumstances. In those circumstances, the City will notify Contractors by email or telephone to provide additional times and services as needed.

4.3 Contractors shall ensure City drivers have easy ingress and egress to access and dump the loads. Facilities shall include no backup requirements, have a minimum of 12 feet wide driveways/delivery paths, and have no steep grades or sharp turns.

5.0 APPLICABLE PERMITS AND LICENSES

Contractors shall obtain and maintain all permits, licenses, and/or registrations to perform all services described herein. All services provided in relationship to this RFP, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations for this service as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, Occupational Safety and Health Administration, Texas Commission on Environmental Quality, and any other federal, state or local governmental provisions. Contractors are presumed to know what the legal requirements are and shall be solely responsible to maintain all said regulatory requirements and are liable for the failure to do so.

6.0 FEES, REPORTING AND INVOICE REQUIREMENTS

6.1 Fees - As the composting/organics program and customer base expands, volumes are anticipated to increase; therefore, the City seeks a contract that is to be established on a tiered and equality pricing basis based upon volume per tonnage delivered. The City

**CITY OF AUSTIN
SCOPE OF WORK
ORGANICS PROCESSING SERVICES PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0509REBID**

seeks Contractors that will structure pricing to provide a decrease in processing and other fees as the volumes increase.

6.2 Monthly Reports - Contractor's monthly invoices and reports shall include, at a minimum, the following information:

- 6.2.1 Weight ticket of each load as delivered, pre-sorted to include date, truck number and weight,
- 6.2.2 Total tons of material received per month,
- 6.2.3 Agreed contamination rate, per the current study/audit,
- 6.2.4 Tiered/equity based pricing per ton and volume reduction pricing based upon tonnage delivered,
- 6.2.5 Diversion percentages based upon all compostable materials,
- 6.2.6 Digital photographs with arrows, dates, and data recording the load as delivered, with noticeable contamination if any, per load as delivered,
- 6.2.7 Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the services being charged. The method(s) used by the Contractor to calculate prorated bills shall be subject to the approval of the City.

7.0 TERM OF CONTRACT

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

8.0 COMMUNITY IMPACT

Contractors shall provide how they will consider public impact on all areas of performance of this program. Contractors shall provide an annual report to the City to define all efforts and results on the community and citizens of the Austin area from this program as well as an annual diversion rate per ton for materials diverted from the landfills resulting from this program.

9.0 OMISSIONS

It is the intention of these specifications to acquire complete organics processing and composting services of the type described herein, with all necessary components. All items and/or services omitted from this specification which are clearly necessary for the successful operation of the services described herein shall be considered requirements although not directly specified or called for herein.

**CITY OF AUSTIN
SCOPE OF WORK
ORGANICS PROCESSING SERVICES PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0509REBID**

DEFINITIONS

Composting - The process of converting difficult to handle organic materials resulting in a mixture of decayed organic matter used for fertilizing and agriculture.

Compostables - Materials capable of undergoing biological decomposition in a compost site as part of an available program such that the material is not visually distinguishable and breaks down into carbon dioxide, water, inorganic compounds, and biomass at a rate consistent with known compostable materials.

Contaminants - any materials outside the definition of organic/compostable matter included herein and as determined outside the scope of organic and or biodegradable that are commingled in the processing loads to include glass, plastics, metals, and foam products.

Food Waste - all food scraps, including all animal meats, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and soiled cardboard and paper including paper towels, paper plates, bags, tissue and waxed paper.

Organic Waste - includes food, yard and wood waste, City-approved compostable bags, single-use food service ware, and other organic materials as mutually agreed to by the City and the Contractor.

Wood Waste - any wood or tree limbs over four (4) inches in diameter, unpainted and untreated pallets, lumber, lath and cedar shingles, and other clean wood delivered to the City facilities.

Yard Waste - plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod and a small number of incidental rocks not over two (2) inches in diameter; and biodegradable waste approved for the yard waste programs of the City. May include some human or animal excrement; noxious weeds and soil contaminated with hazardous substances.

Zero Waste - a goal that is ethical, economical, efficient and visionary, to guide people in changing their lifestyles and practices to emulate sustainable natural cycles, where all wasted materials are designed to become resources for others to use. Zero Waste means designing and managing products and processes to systematically avoid and eliminate the volume and toxicity of waste and materials, conserve and recover all resources, and not burn or bury them. Implementing Zero Waste will eliminate all discharges to land, water or air that are a threat to planetary, human, animal or plant health. (As defined by the Zero Waste International Alliance.)

zero waste (lower case) - no waste burned or buried.

Zero Waste Strategic Plan - adopted by the Austin City Council on January 15, 2009 and defined as a Diversion Rate of 90% of the total materials generated within the city limits. Therefore, Zero Waste will be reached when Total Diverted Tons divided by (Total Diverted Tons + Total Disposed Tons) equals 90%.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SLW0509REBID**

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 – Exception Checklist
- iii. Section 0605 – Local Business Presence Identification
- iv. Section 0700 – Reference Sheet
- v. Section 0835 – Non-Resident Bidder Provisions
- vi. 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 2.**

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 – Business Organization:** 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. Also, specifically indicate:

- Names and addresses of all processing facilities, including whether they are leased or owned
- Names of facility owners and operators
- Number of employees, full-time and part-time
- Operational hours and observed holidays
- Type and number of transportation vehicles at each facility

E. **Tab 5 – System Concept and Solution:** Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Include any recommendations to modify the requirements or an alternate approach (all modifications or alternate approaches must include rationale for recommended changes). Also include any pertinent information the City omitted from the Scope of Work and your recommendations. Specifically include:

- All methods, equipment, and operational strategies on how all organics material delivered by the City will be received, sorted, screened, processed, stored, composted, and marketed.
- A detailed narrative that addresses your organics processing stream for food scraps (including meat, dairy, vegetables, bones, etc.), food/oil soiled compostable paper, and yard waste (leaves, grass clippings, small brush/limbs, etc.). Demonstrate the ability to process and market all organics received at your facilities. Indicate how the organic materials will be marketed. Include a description of the method used for testing and accepting new compostable products.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SLW0509REBID**

- A detailed description of the process of how each load of organic materials is weighed and reported. This should include information confirming the ability to accurately weigh each load as delivered and provide accurate methods to remove contamination. Support for how scales are properly maintained, calibrated, and certified within TDA compliance should be detailed.
 - A description of the methods and procedures used to compost and test the quality and integrity of the composting materials.
 - The methodology/guidelines for determining, separating, and quantifying contamination: how the contaminated material will be determined, handled, documented, and accurately measured as a percentage of total weight. This should include the methods used to retain the majority of compostable materials and prevent mixing with refuse/landfill materials.
 - Business agreements for the disposal of contamination materials.
 - All methods and procedures used to prevent commingling of deliveries between customers and other sources to ensure accurate delivery weights, reported contamination, and sorting/tipping fees.
 - The capacity information pertaining to all facilities, the types of materials accepted for composting, the types of materials NOT accepted for composting, copies of facilities permits, any copies of TCEQ (or other governmental agency) inspection reports since January 1, 2009.
 - Information on how the Contractor will address and support the City's Zero Waste Plan.
- F. **Tab 6 – Contingency Plan:** Submit a written contingency plan to provide for continuity of operations should a processing facility be adversely impacted by a disaster or other event. Please include any alternate facilities that may be used.
- G. **Tab 7 – Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- H. **Tab 8 – Applicable Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Include at least five current client references. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. Include:
- A minimum of three years providing organic material processing services with annual average residual rates for all organics processed at identified processing facilities from each of the past three years .
 - TCEQ permit (e.g. Compost Facility Permit or Registration or Notice of Intent to Operate a Compost Facility) as applicable for the facility location and the materials processed pursuant to Title 30 Texas Administrative Code. Submit a copy of this permit with proposal.
 - The number of years providing organic materials processing services
 - Experience, if any, developing educational materials and programs
 - The greatest annual organic materials throughput processed (tonnage) achieved in one continuous year

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SLW0509REBID**

- I. **Tab 9 – 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.
 - J. **Tab 10 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. Please complete and include Section 0600B Cost Sheet.
 - L. **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=1611453>.
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.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SLW0509REBID**

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.

B. **Evaluation Factors:**

i. 100 points.

(1) Location of Drop-Off/ Processing Facility 20 points

20 points where Offeror's facility is located within 0-10 miles of City Hall
10 points where Offeror's facility is located within 11-20 miles of City Hall
5 points where Offeror's facility is located within 21-30 miles of City Hall

(2) System Concept and Solution 15
points

(3) Applicable Experience 10 points

(4) Contingency Plan 5
points

(5) Total Evaluated Cost 40 points

(6) 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. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. The City reserves the right to re-score "short-listed" proposals as a result of the interviews and to make an award recommendation on that basis.

PROPRIETARY

Section 0510: Exceptions Checklist

Solicitation Number: RFP SLW0509 REBID Organics Processing

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 4 Section Number 7 C viii (2) Section Description Monthly Invoices

Alternative Language:

Delete the whole sentence.

Justification:

Our quote is all inclusive. Contamination recording is not required and will not be billed.

PROPRIETARY

Section 0510: Exceptions Checklist

Solicitation Number: RFP SLW0509 Organics Processing

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 3	Section Number 3.5 (3.5.1 to 3.5.7)	Section Description Contamination and Reporting
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Alternative Language:

Delete All

3.5.5 Replace with the following TCEQ Regulation:

30 tac 328.5(f)

(f) The owner or operator of a facility subject to the requirements of this subchapter shall maintain all records necessary to show:

(1) compliance with the requirements of §328.4 of this title (relating to Limitations on Storage of Recyclable Materials); and

(2) reasonable efforts to maintain source-separation of materials received by the facility, including:

(A) notice to customers of source-separation requirements;

(B) training of staff in the inspection of incoming loads to ensure that they contain no more than 10% incidental non-recyclable waste;

(C) documentation of loads that have been rejected for exceeding 10% incidental nonrecyclable waste; and

(D) documentation that incidental non-recyclable waste constitutes no more than 5% of the average total scale weight or volume of all materials received in the last six-month period;

(3) proof of financial assurance sufficient to cover all closure costs.

Justification:

Our quote is all inclusive. There will be no need to document contamination.

PROPRIETARY

Section 0510: Exceptions Checklist

Solicitation Number: RFP SLW0509 Organics Processing

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 5 **Section Number** 6.2 (6.2.6) **Section Description** Monthly Reports

Alternative Language:

Delete All

Justification:

Our quote is all inclusive. There will be no need to document contamination.

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	Employee Owned Nursery Enterprises, Ltd., dba Organics "By Gosh"	
Physical Address	13602 FM 969 Austin, Texas 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="checked" type="checkbox"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="checked" type="checkbox"/> 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?)	<input checked="checked" type="checkbox"/> Yes	No

SUBCONTRACTOR(S): N/A

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name Employee Owned Nursery Enterprises, Ltd., dba Organics "By Gosh"

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.

[illegible][illegible]

1	1	1
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6	6	6
7	7	7
8	8	8
9	9	9
10	10	10

Section 0835: Non-Resident Bidder Provisions

Company Name Employee Owned Nursery Enterprises, Ltd., dba Organics "By Gosh"

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

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

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose 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: N/A Which State: N/A

- 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: N/A

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

SOLICITATION NUMBER: SLW0509REBID
PROJECT NAME: Organics Processing

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.

Employee Owned Nursery Enterprises, Ltd., dba Organics "By Gosh"

Company Name

Phil Gosh, CEO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER: SLW0509REBID
PROJECT NAME: Organics Processing

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Employee Owned Nursery Enterprises, Ltd., dba Organics "By Gosh"		
Address	P.O. Box 908		
City, State Zip	Del Valle, Texas 78617		
Phone Number	512-276-1211	Fax Number	512-276-9165
Name of Contact Person	Phil Gosh		
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.

Phil Gosh, CEO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

6/22/16

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 _____



**ADDENDUM
ORGANICS PROCESSING SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: RFP SLW0509REBID Addendum No: 1 Date of Addendum: 6/23/2016

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. Changes to the solicitation due dates as follows:
 - I.1 The proposal due date is hereby extended until 2:00PM Tuesday, June 28, 2016
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Sandy Wipananen, Senior Buyer
Purchasing Office, 512-974-7711

Date: 6/23/16

ACKNOWLEDGED BY:


Name


Authorized Signature

6-24-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



PROPRIETARY

Organics "By Gosh"

City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 3 – Authorized Negotiator:

[REDACTED]

Physical Address:

13602 FM 969

Austin, Texas 78724

Office 512-276-1211

[REDACTED]

[REDACTED]

Mailing Address:

P.O. Box 908

Del Valle, Texas 78617



PROPRIETARY

City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 4 – Business Organization:

Employee Owned Nursery Enterprises, Ltd., dba Organics “By Gosh” operates as a partnership and currently has two locations. The office and organics processing facility is located at 13602 FM 969, Austin, Texas 78724. All of the organics processing provided for this RFP will be performed at this location. Gosh Realty Enterprises, Ltd., owns the land and leases it to Employee Owned Nursery Enterprises, Ltd., dba Organics “By Gosh”. Twenty five year round full time employees work at this location. During the high season, February to June, we hire approximately ten seasonal temporary workers. Normal operating hours are Monday through Friday 7 AM to 5 PM, Saturday 8 AM to 12 PM. Closed on Sunday. From November 28 to January 3 our hours are from 7 AM to 4 PM, Monday through Friday and closed on Saturday and Sunday. Holiday closings are as follows: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day.

Organics “By Gosh” plans to open another site as of January 2017. This site will be larger and the location may be disclosed providing the City of Austin is willing to sign a Non-Disclosure Agreement.

Our fleet is composed of three tractors, six trailers and three organics recycling vehicles. These vehicles are stored at 13602 FM 969, Austin, Texas 78724.



PROPRIETARY

Organics "By Gosh"

City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 5 – System Concept and Solution

Sequence of events:

City of Austin Driver weighs truck.

City of Austin Driver drops weigh ticket at front office.

Organics "By Gosh", front office personnel collects weigh ticket and records data.

City of Austin Driver drives to designated area and off loads organics.

City of Austin loads are piled up and prepared for grinding by Organics "By Gosh" wheel loader.

Organics "By Gosh" tub grinder operator grinds the City of Austin's organics.

Organics "By Gosh" wheel loader places the ground organics into a static pile for composting.

Water is added to the static pile as needed by Organics "By Gosh" personnel.

Temperatures of the static pile are taken as needed by Organics "By Gosh" personnel.

Static piles are turned as needed.

Static piles are run through a Trommel Screener after processing, for a period up to twelve (12) months.

The finished product is sent for analysis per STA standards.

The compost is sold as is or combined with other products to formulate landscape soils.

The finished product is sold back to the community; homeowners, contractors, sub-contractors, nurseries, box stores, etc.

Landscape architects, the City of Austin and Travis County spec our products for projects in surrounding areas.

Between the two facilities operated by Organics "By Gosh" we will be able to handle up to 200,000 cubic yards of organics and food residuals. A list of our acceptable and non-acceptable items is enclosed.

We are not engaged in any business agreement for the disposal of contamination.



PROPRIETARY

City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 6 – Contingency Plan

In the event of a disaster, Organics “By Gosh” may temporarily accept the City of Austin’s organics recycling products and food residuals at their new site. If both of Organics “By Gosh” facilities are unavailable the products will be taken to a nearby registered site.



City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 7 – Project Management Structure

██████████ – CEO – Oversee All – Interface all City of Austin Personnel

██████████ – Interface City of Austin Drivers – Weigh Ticket Collection – Data Input

██████████ – Interface all City of Austin Personnel – Oversee Data Input – Prepare Spreadsheets and Reports – Email all Required Spreadsheets and Reports

██████████ – Invoicing – City of Austin Accounts Payable

██████████
City of Austin - All

██████████
City of Austin - Drivers

██████████ – Reporting
City of Austin - All

██████████ – Invoicing
City of Austin Accounts Payable



PROPRIETARY

Organics "By Gosh"

City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 8 – Applicable Experience

Organics "By Gosh" has provided organics materials processing of over twenty five years and food residuals processing for over six years. Our team has over fifty years combined experience. On a daily basis we cater to individuals, small business owners, corporations, chain stores and box stores alike. A timeline of our progress is outlined below.

1989 to date – Acceptance of Organics Recycling Products

2010 to date – Service for Commercial Properties Organics Recycling Products and Food Residuals in Austin and the surrounding areas

2013 to date – City of Austin Organics Processing Services Pilot Program – Organics Recycling Products and Food Residuals

Starting in 2010 Organics "By Gosh" has been providing organics recycling and food residuals service to commercial properties. For the past three and a half years we have been in collaboration with the City in regards to the Organics Processing Services Pilot Program. Our past three year's annual intake is below.

Organic Recycling Products and Food Residuals Intake:

2013 – 65,508 cubic yards = 39,305 tons

2014 – 59,950 cubic yards = 35,970 tons

2015 – 56,206 cubic yards = 33,724 tons

Our current contacts at the City of Austin are:

Jocabed Guiterrez

Teri Jeffries

David McCluggage

Richard Hale

Organics "By Gosh" has developed and been consulted for many education tools. You may find some of these items on our website, www.organicsbygosh.com.

All of the required permits for this facility are enclosed.

A list of references is enclosed.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 14, 2015

Phillip Gosh, President
Organics By Gosh
13602 FM 969
Austin, TX 78724-6396

Re: Investigation Type –Compliance Investigation at:
Organics By Gosh, 13602 FM 969, Austin (Travis County), Texas
RN105384176, TCEQ Additional ID: 100398, Investigation No. 1276137

Dear Mr. Gosh:

On August 18, 2015, Casey Grunnet and Yessenia Jaramillo of the Texas Commission on Environmental Quality (TCEQ) Austin Regional Office conducted an investigation of the above-referenced facility to evaluate compliance with applicable requirements for municipal solid waste recycling and composting. No violations are being alleged as a result of the investigation, however, please see the enclosed **Additional Issue**.

The TCEQ **appreciates your assistance in this matter and your compliance efforts to** ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Mr. Grunnet in the Austin Regional Office at (512) 339-2929.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Mann".

David Mann
Waste Section Manager
Austin Regional Office

DM/CG

Summary of Investigation Findings

ORGANICS BY GOSH

13602 FM 969

AUSTIN, TRAVIS COUNTY, TX 78724

Investigation #

1276137

Investigation Date: 08/18/2015

Additional ID(s): 100398
TXR05BR90

No Violations Associated to this Investigation

ADDITIONAL ISSUES

Description

Is the 50 ft. set-back distance maintained?

Additional Comments

The setback distance from all property boundaries to the edge of the area receiving, processing, or storing feedstock or finished product must be at least 50 feet. The investigators observed two locations at the facility where piles of processed material did not meet the required setback distance. It was noted that right-of-way agreements with neighboring properties do not qualify to meet this distance.



City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 9 – Personnel

Refer to Tab 7

██████████ – CEO – Project Management

Ensure all requirements of Project are fulfilled – up to 25% of his time will be dedicated to this contract.

██████████ – Accounting

Bill the City of Austin accurately and by the City of Austin requirements – up to 12% of her time will be dedicated to this contract.

██████████ – Administration

Oversee all data input and provide reporting to the City of Austin per the City of Austin Requirements – up to 30% of her time will be dedicated to this contract.

██████████ – Customer Service

Interface with the City of Austin Drivers and Data Input – up to 10% of her time will be dedicated to this contract.

Various Loader Operators – up to 75% of their time will be dedicated to this contract.

Organics “By Gosh” feels that this RFP should be used as the required resume.



City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 10 – Cost Proposal

Our method of costing is based upon previous experience pertaining to the City of Austin's Organics Processing Pilot Program and other organics material received from various vendors. We have formulated a cost per hour for all personnel involved and broken this cost down per ton.

Section 0600B Cost Sheet is enclosed.



City of Austin, Texas
Solicitation No: RFP SLW0509REBID

Alternative Proposal Items:

Organics "By Gosh" proposes the following as alternatives:

The tiered pricing provided on the bid sheet is all-inclusive. If agreed upon there will be no contamination pictures or reports.

If the all-inclusive rate is not agreed upon, we propose a semi-annual audit for contamination to be billed monthly at the rate of \$299.00 per ton. No pictures, weight(s) or reports will be provided. If pictures, weights or reports are required, there may be additional fees.

Instead of a Revenue Share, we propose a [REDACTED] rebate to the City [REDACTED]
[REDACTED]
[REDACTED]. This rebate will be calculated annually and paid within 60 days of year end.

A bonus rebate of \$10 per ton will be paid to the City if loads received are 100% contamination free for an entire calendar year. Contamination free will be determined by loader operator as material is processed.

Organics "By Gosh" is growing and is in negotiation for an additional facility site. We propose, if the need arises to be able to use this new facility as well as our current facility for the acceptance and processing of the City's organics recycling products and food residuals.

Organics "By Gosh" in collaboration with the City of Austin wants to enhance the overall cost effectiveness of the City's organics processing program. The City is to provide thirty two (32) gallon carts to residents participating in the program. Product will be collected using rear load trucks. This will ensure that non-compliant customer's carts will be tagged out. After three tag outs the customer can lose privileges' of the program. Organics "By Gosh" adheres to a zero glass tolerance policy. We are committed to offering the City a designated tipping area at our facility, streamlining the contamination and reporting in an effort to provide the best service at the lowest cost. It can be done "By Gosh".



Organics "By Gosh"

CARBONS / BROWNS

ACCEPTABLE

Brush*
Grass Clippings
Paper Products
Sawdust
Leaves
Untreated/Unpainted Wood
Untreated/Unpainted Pallets
Clean Cardboard

* no longer than eight (8) feet long

* no more than thirty (30) inches in diameter

PROHIBITED

Pressboard
Indoor Plywood
Hazardous Waste
Hard or Soft Plastic
Glass
Tin
Painted/Treated Wood
Nails/Bolts
Concrete
Cement
Rebar
Iron
Metal
Railroad Ties
Styrofoam
Insulation
Fiberglass
Shingles
Roofing Paper
Asphalt
Household Waste
Non Compostable Materials
Stumps
Rootballs
Rubber

NITROGENS / GREENS

ACCEPTABLE

Fruits
Vegetables
Spoiled Food
Breads/Bakery Products
Coffee Grounds/Filters
Meat/Poultry/Seafood/Bones
Dairy Products
Compostable Bags/Utensils

PROHIBITED

Plastic Straws
Bottles
Styrofoam Cups
Condiment Cups
Condiment Packages
Plastic Cups
Soda Cans
Waxed Cardboard
Waxed/Plastic Lined Cups
Waxed/Plastic Lined Milk Cartons

CITY OF AUSTIN
PURCHASING OFFICE
ORGANICS PROCESSING SERVICES PROGRAM

Solicitation No.: RFP SLW0509REBID

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 listed are annual estimates and not a guarantee of actual volume. The City reserves the right to make multiple awards based on individual line items, cost, geographic location, convenience, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet in consideration of this solicitation.

LINE ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY PER MONTH (IN TONS)	ANNUAL PRICE
1.1	Organic material sorting, tipping, and/or processing fees for Tier 1 (<350 tons)	PER TON	\$ 29.94	350	\$ 125,748.00
1.2	Organic material sorting, tipping, and/or processing fees for Tier 2 (350 tons - 450 tons)	PER TON	\$ 29.44	450	\$ 158,976.00
1.3	Organic material sorting, tipping, and/or processing fees for Tier 3 (450 tons - 550 tons)	PER TON	\$ 28.94	550	\$ 191,004.00
1.4	Organic material sorting, tipping, and/or processing fees for Tier 4 (>550 tons)	PER TON	\$ 28.44	550	\$ 187,704.00
1.5	Contamination disposal fee (if any)	PER TON		1	\$ -
TOTAL ANNUAL PRICE:					\$ 663,432.00



PROPRIETARY

City of Austin, Texas

Solicitation No: RFP SLW0509REBID

Tab 11 – Proposal Acceptance Period

Organics "By Gosh" agrees and accepts the proposal acceptance period of one hundred and eighty (180) calendar days subsequent to the RFP closing date.