



**November 18, 2021**

## Questions and Answers Report



**Mayor Steve Adler**

**Council Member Natasha Harper-Madison, District 1**

**Council Member Vanessa Fuentes, District 2**

**Council Member Sabino "Pio" Renteria, District 3**

**Council Member Gregorio Casar, District 4**

**Council Member Ann Kitchen, District 5**

**Council Member Mackenzie Kelly, District 6**

**Council Member Leslie Pool, District 7**

**Council Member Paige Ellis, District 8**

**Council Member Kathie Tovo, District 9**

**Council Member Alison Alter, District 10**

*The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.*

## QUESTIONS FROM COUNCIL

**Item #2:** Approve an ordinance declaring a vacancy in the office of City Council District 4; ordering a special municipal election to be held in the city of Austin on January 25, 2022, to elect a council member for District 4; providing for the conduct of the election; and declaring an emergency.

### COUNCIL MEMBER KELLY'S OFFICE

*1) What is the cost of this special election?*

The special election cost estimate from Travis County is \$253,898.25.

*2) Following the election, what are the proposed swear-in dates?*

If a runoff election is not required, the new member can be sworn in the day the results are canvassed, expected to be on February 4, 2022 for the January 25, 2022 special election. If a runoff is needed, the proposed date for that election is March 22, 2022 with a possible canvass date of April 1, 2022.

*3) Following the election, when will the current sitting councilmember officially vacate their seat?*

Under the Constitutional holdover provision, Council Member Casar will continue to serve on council until his replacement is elected and sworn in.

**Item #5:** Authorize the negotiation and execution of an agreement with Agustina Rodriguez for artwork for the Austin Fire Department/Austin-Travis County Emergency Services Del Valle Station Art in Public Places project, District 2, in an amount not to exceed \$135,000.

### COUNCIL MEMBER FUENTES'S OFFICE

*1) What is the timeline for the creation and implementation of the artwork?*

The artist will begin her community engagement process early in 2022 with a goal of completing a design by Summer/Fall 2022. Completion of the installation itself depends on the medium the artwork takes but the current target is Summer 2023.

**Item #7:** Authorize the negotiation and execution of a contract with the Diversity and Ethnic Chamber Alliance to provide business development, economic development, recruitment, and retention services for a 12-month term and four one-year extension options in an amount not to exceed \$839,929 annually for a total contract amount not to exceed \$4,199,645.

### COUNCIL MEMBER KELLY'S OFFICE

1) *How will the funds be dispersed?*

Funds will be dispersed to the single entity Diversity and Ethnic Chamber Alliance (DECA) in accordance with Exhibit B of the contract agreement titled "Payment Schedule". The schedule is structured for DECA to receive four (4) quarterly payments of \$209,982.25 for a total of \$839,929.00 and is subject to completing deliverable requirements.

**Item #8:** Authorize negotiation and execution of a contract with Six Square to provide educational, heritage preservation, and economic development programs and services in the African American Cultural Heritage District for a 12-month term in an amount not to exceed \$300,000, with two additional 12 month extension options in an amount not to exceed \$300,000 per extension option, for a total contract amount not to exceed \$900,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *How will the funds be dispersed?*

The City shall pay the Contractor in 12 monthly payments based on invoices received from the Contractor a total amount not to exceed \$300,000, per year. Invoices shall each be assigned an original invoice number and shall identify the purchase order or delivery order number if applicable, this Contract number, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. Each monthly payment shall be made within 30 days after the City receives the monthly reports from Contractor. Contractor agrees to accept this funding for the purpose of fostering the growth of the African American Cultural Heritage District and as full compensation for its services under this Contract. These services will be provided in accordance with the Scope of Work.

**Item #9:** Authorize the City Manager to award, negotiate, and execute cultural arts grants in the amount of \$5,300,373.

COUNCIL MEMBER FUENTES'S OFFICE

1) *Please provide the Arts Commission's recommendations for FY 22 allocation of American Rescue Plan Act (ARPA) funds for relief programs to the arts community in the amount of \$5,300,373.*

The Arts Commission recommendation is available online. View the Arts Commission's American Rescue Plan Act (ARPA) Fiscal Year 2021-22 [recommendation](#). Please note that while the recommendation states the allocation plan is for FY21, Commissioners understood that the funds would be expended in FY22.

**Item #9:** Authorize the City Manager to award, negotiate, and execute cultural arts grants in the amount of \$5,300,373.

MAYOR ADLER'S OFFICE

1) *At the August 24, 2021 Council Work Session, City Staff was requested by Council to continue working with community stakeholders on revisions to the City's HOT funded cultural arts programs. Please provide an update on this requested work, including the estimated timing for when a proposal will return to Council for approval. Please also indicate how this one-time proposal for ARPA funding is complimentary to any draft proposals for ongoing HOT funding of the cultural arts.*

The Economic Development Department's Cultural Arts Division is continuing to prepare drafts of proposed HOT-funded program guidelines, application questions, and review criteria in order to share these drafts with the Working Group established by the Arts Commission to provide community feedback. It is anticipated for the Working Group to be formed and have their first meeting by the end of December, with a second meeting planned for January. The Working Group will work closely with staff and Arts Commissioners to bring forward program recommendations to the full Arts Commission after their work has concluded. Staff plans to bring forward draft programs to the full Arts Commission for action before any Cultural Funding programs are launched.

The ARPA funding allocated by Council to assist the Cultural Arts community will be prioritized in distribution, with the goal of issuing checks to recipients before the end of December. This funding is intended to serve as a significant source of immediate relief to mitigate pandemic-related losses for the vast majority of current Cultural Contractors.

**Item #9:** Authorize the City Manager to award, negotiate, and execute cultural arts grants in the amount of \$5,300,373.

**COUNCIL MEMBER ALTER'S OFFICE**

1) *It appears that this item funds \$5.3 million specifically for the third bullet item on page two of the RCA. Please provide the status and funding sources for the other bulleted items.*

- The first and second bullet funds have been deployed by BBB. The BBB ratification will come December 2<sup>nd</sup>.
- The third bullet EDD will administer as soon as the Item #9 is approved.
- The fourth bullet will be used to pay for staff and emergency adjustment.

**Item #10:** Approve a resolution authorizing the Circuit Events Local Organizing Committee to act on behalf of the City for the Texas Major Events Reimbursement Program for the purpose of conducting economic studies, submitting applications, and submitting any required funding to the Texas Office of the Governor for NASCAR events to be held at the Circuit of the Americas facility.

**COUNCIL MEMBER KELLY'S OFFICE**

1) *In a memo from the economic development department dated Feb 2, 2021, it stated that "NASCAR estimates the local direct impact for the race at COTA to be between \$40 million and \$60 million. This is based on their experience hosting NASCAR events at Texas Motor Speedway." What was the direct local economic impact of hosting NASCAR at Circuit of the Americas this year? What is the estimated direct local economic impact of hosting NASCAR next year?*

The direct local impact of the 2021 NASCAR race at COTA is unknown since the impact of the race can't be isolated from the revenue from other sources. In the Economic Impact estimate for the 2022 NASCAR race at COTA, Angelou Economics estimated the direct impact to the state at \$52,803,257.

2) *What are the names of the members on the Circuit Events Local Organizing Committee?*

See <https://www.austintexas.gov/department/circuit-events-local-organizing-committee>:

- Julia Taylor, Chair



- Anna Panossian, Secretary
- Drew Scheberle
- Mark Borskey
- Anthony Mills
- Sylnovia Holt-Rabb, non-voting

3) *Who is responsible for making these appointments?*

Per the organization's bylaws, vacancies are filled by affirmative vote of the majority of the Board members.

**Item #22 and 38:** 22. Authorize an amendment to an existing contract with Interment Services, Inc. for continued interment and burial services at city cemeteries, to increase the amount by \$2,222,000 and to extend the term by two years, for a revised total contract amount not to exceed \$8,946,000. Related to Item #38. (Note: The contract was awarded in compliance with City Code Chapter 2-9C Minority and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

38. Approve an ordinance amending Exhibit A to Ordinance No. 20210811-002 (City of Austin Fee and Fine Schedule) to increase the Fiscal Year 2021-2022 fees charged by the Parks and Recreation Department for interment and burial

#### COUNCIL MEMBER KELLY'S OFFICE

1) *Since 1990 has Interment Services used any City owned property to store their equipment without paying a rental fee to the City of Austin? Could you please provide a copy of this agreement to council?*

Yes, according to Section 2.2.9 of the agreement, "The City grants the Contractor the right to store equipment necessary for the performance of its contract obligations on City cemetery property as approved by the Cemetery Manager."

A copy of the contract and amendments is attached.

2) *Has the Parks Department purchased burial equipment for internments during this contract period? How much and what equipment was purchased?*

During the contract period the following equipment has been purchased by the Department to be used for interment and/or burial services.

Description	Estimated Cost
Startup Interment Equipment for a total of \$564,030	
Backhoe	\$60,000
Excavators (2)	\$86,074
Uniforms	\$2,200
8' Vehicle Tracking Pads (50)	\$6,000
12-yard comm. Grade dump truck	\$170,000
1 ton flatbed trucks	\$158,600
20' Equipment Trailers (2)	\$18,000

Straight Tip Dumper	\$30,000
Tent Top (3)	\$2,688
Alum Frame (3)	\$2,994
Tent Wall (3)	\$1,043
Tent Stakes (12)	\$174
Prem Standard Set (turf) (3)	\$1,417
Master S/S W/ Placer (3)	\$13,790
Crank Handle	\$84
Infant 3-in-1	\$2,674
Mobile Stand	\$2,160
Wrap Drape (4)	\$704
Device Stand (3)	\$4,527
Cremation Stand (2)	\$900

3) *Since 2019 has Interment Services used any City owned equipment for their burial services?*

No, Interment Services has not used any City owned equipment for their burial services.

4) *How many adult burials has Interment Services performed in 2019, 2020 and 2021?*

2019: 473

2020: 506

2021: 530

5) *How much has Interment Services been paid under this contract since 2013?*

As of 11/15/2021, \$6,453,132.53 has been paid to the Contractor since 8/01/2013.

6) *How much was Interment Services paid per adult burial (including digging the hole, setting up the tent and chairs, selling grave liners)?*

Opening and Closing (Weekdays)	\$1,400.00
Chair and Tent Set-Up	\$210.00
Concrete Liner	\$400.00

7) *Does the current Interment Services contract call for the contractor to cover the hole before burial with wood and place 2/4s under the plywood for reinforcement? Is this being done consistently?*

Exhibit A of the contract calls for "2x8 wood studs to be laid across the top, middle, and bottom of the grave with two pieces of plywood placed on top." Plywood is used 100% of the time. Occasionally, the Contractor will utilize three pieces of plywood as opposed to utilizing the wood studs. Both methodologies provide the desired stability.

8) *How much plywood does Interment Services use to cover the hole before burial? How old is the plywood he uses to cover the hole?*

Exhibit A calls for two pieces of plywood, however, the Contractor sometimes uses three pieces of plywood.

The specific age of the plywood is unknown. Visual inspections by staff indicate all plywood used is in good to excellent condition.

*9) My understanding is the parks department did not tell the Parks Board of any fee increase for the Interment Services contract extension during the meeting where the Board voted on the extension. Was the parks board notified prior to bringing this to council?*

When this contract extension was brought forward to the Contracts and Concessions Committee, by way of a formal presentation, they were informed by the Parks and Recreation Department Contracts Supervisor that there would be an associated fee increase. The committee members are members of the Parks and Recreation Board (PARB). At the October PARB meeting, there was not a formal presentation, but a question and answer session as the item was pulled from the consent agenda for further discussion. The item was passed by the PARB on a vote of 9-0.

**Item #42:** Authorize negotiation and execution of an agreement with Belmont Icehouse to enhance awareness of HIV-related treatment and support services, in an amount not to exceed \$274,000 for an initial five-month term and \$150,000 for each of the three 12-month extension options for a total agreement amount not to exceed \$724,000.

#### COUNCIL MEMBER KELLY'S OFFICE

1) *Please provide background on the history of Belmont Icehouse with the City of Austin?*

In a review of Corporate Purchasing systems, the Purchasing Office did not find any history with Belmont Icehouse as a vendor for the City of Austin.

2) *My understanding is that the Austin Convention and Visitor's Bureau's agency of record is Belmont Icehouse. Is this still correct? How long has Belmont Icehouse done work on behalf of the City of Austin?*

While Belmont Icehouse served as ACVB's agency of record to promote companies and organizations coming to Austin, there has not been any direct contract between the City of Austin and Belmont Icehouse. Staff coordinated with Corporate Purchase to confirm that there was not history with this organization.

According to Belmont Icehouse, they served as ACVB's agency of record up until 2016. ACVB is not a City of Austin Department

3) *What other projects has Belmont Icehouse done with the City of Austin?*

In a review of Corporate Purchasing systems, the Purchasing Office did not find any history with Belmont Icehouse as a vendor for the City of Austin.

**Item #43:** Authorize negotiation and execution of agreements to provide outreach services promoting the COVID-19 vaccine to populations at high risk of severe COVID-19 disease for an 18-month term ending April 30, 2023, with the following eight social service agencies: Austin Travis County Mental Health and Mental Retardation Center d/b/a Integral Care in an amount not to exceed \$170,783; El Buen Samaritano Episcopal Mission in an amount not to exceed \$500,000; African American Youth

Harvest Foundation in an amount not to exceed \$439,000; Austin Voices for Education and Youth in an amount not to exceed \$281,000; Together Austin d/b/a VaxTogether in an amount not to exceed \$350,000; Latinitas, Inc. in an amount not to exceed \$300,000; AGE of Central Texas in an amount not to exceed \$120,000; and Communication Service for the Deaf, Inc. in an amount not to exceed \$115,698.

#### COUNCIL MEMBER FUENTES'S OFFICE

- 1) *What are the deliverables as part of these agreements? How will the City of Austin/Council Offices be kept informed of outreach services being held in our districts?*

The contracts that were awarded through the RFA for CDC funding are reimbursable contracts that require monthly reports that include data on locations and types of outreach activities, to include information regarding vaccinations of clients. Demographic data of the clients/individuals served/outreached to will also be reported.

Information from compiled reports from all funded agencies will be included in the joint briefing presentations.

**Item #44:** Authorize negotiation and execution of Amendment No. 1 to an agreement with Caritas of Austin to provide rapid re-housing services for a revised total agreement amount of \$6,198,548 and extend the agreement to September 30, 2022, to comply with Housing and Urban Development established spending deadlines and provide for additional funding for needed emergency shelter operations of a non-congregate shelter for individuals experiencing homelessness who are at an increased risk of negative health effects of COVID-19.

#### COUNCIL MEMBER KELLY'S OFFICE

- 1) *How will Caritas of Austin be reporting back on how the money is used?*

Caritas will submit multiple reports with supporting document to demonstrate how the funding was used. On a monthly basis, expenditure reports from the previous month are submitted. On a quarterly basis, Caritas will submit performance reports indicating the number of clients served and the number of clients that successfully transition into housing.

Given that monies used are from a federal funding source, additional Housing and Urban development reporting requirements are required. This includes agency and subgrantee data from the local Homeless Management Information System and narratives on specific spending activities.

**Item #45:** Authorize negotiation and execution of Amendment No. 5 with Family Eldercare, Inc. to expand rapid rehousing services to homeless individuals for a term ending September 30, 2023 in an amount not to exceed \$1,500,000, for a new total agreement amount not to exceed \$3,790,806.

#### COUNCIL MEMBER ALTER'S OFFICE

- 1) *Is this contract associated with implementation of the HEAL initiative? Please provide additional details regarding the specific deliverables associated with this additional funding.*

The additional \$1,500,000 is part of the HEAL initiative implementation. These funds will fill a service gap Family Eldercare has been facing when providing rapid rehousing services to this vulnerable and high-needs population. In addition to increasing the number of unduplicated

clients served, 113 (an increase of 41) in the first year and 99 (an increase of 17) in the second year, the program will also increase staff and capacity for the following services:

- SSI/SSDI Outreach, Access and Recovery (SOAR) and Benefits Access specialists
- Landlord outreach specialists
- Housing retention case management
- Client financial assistance.

**Item #46:** Authorize negotiation and execution of Amendment No. 3 to the Interlocal Cooperation Agreement with the Central Texas Regional Mobility Authority for the relocation and improvement of water, wastewater, and reclaimed utilities in connection with the Bergstrom Expressway (183 South) Project for a reimbursement Austin Water in the amount of \$1,387,330.69.

**COUNCIL MEMBER ALTER'S OFFICE**

*1) Which fund will the reimbursement amount be transferred into?*

The reimbursement from the Central Texas Regional Mobility Authority will be transferred into Austin Water's Relocation CIP Fund. This CIP fund is managed by Austin Water to track capital expenses and related reimbursements for infrastructure relocation projects.

**Item #55:** Approve a resolution appointing Michael Granof to the Austin Police Retirement System Board of Trustees.

**COUNCIL MEMBER KELLY'S OFFICE**

*1) Please provide councilmembers with a copy of Michael Granof's resume.*

A copy of the resume has been sent to Mayor and Council.

**Item #56:** Approve a resolution appointing Dick Lavine to the City of Austin Employees Retirement System Board of Trustees, Place 4.

**COUNCIL MEMBER KELLY'S OFFICE**

*1) Please provide councilmembers with a copy of Dick Lavine's resume.*

A copy of the resume has been sent to Mayor and Council.

**Item #88:** C14-2021-0009 - 1725 Toomey - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 1725 Toomey Road (Lady Bird Lake Watershed). Applicant Request: To rezone from general commercial services (CS) district zoning to multifamily residence highest density (MF-6) district zoning. Staff Recommendation: To grant multifamily residence highest density (MF-6) district zoning. Planning Commission Recommendation: Forwarded to Council without a recommendation to lack of an affirmative vote. Owner/Applicant: 1725 Toomey LLC. Agent: Drenner Group PC (Amanda Swor). City Staff: Kate Clark, 512-974-1237. A valid petition has been filed in opposition to this rezoning case.

COUNCIL MEMBER KITCHEN'S OFFICE

1. *Please provide an assessment of the impact on affordable housing of rezoning this site from CS to MF-6:*

*a. Are any affordable units proposed as part of the zoning request?*

Affordable Housing cannot be required or be included in any standard zoning request. Additionally, city staff may not be a part of any discussions or agreements relating to affordable housing in these cases. It is Staff's understanding that the Applicant is working with the Neighborhood on a private agreement that would in part address some affordable housing availability should this rezoning case be approved and the property redeveloped.

*b. What is the level of rents for individuals living at this location currently? Is this level of rent below or at market rate for rentals in this area?*

The median rental rate in this area was \$1,784 in 2019.

*c. What level of rent would staff project for these units if the complex is built with the requested MF6 zoning?*

Staff cannot project the rent levels but assume they would be aligned with Class A market rents.

*d. Are the people currently living at the apartment complex eligible for relocation assistance? Why or why not?*

If the developer is pulling a demolition permit, the residents would need to be noticed per the Tenant Notification Ordinance:

[https://library.municode.com/tx/austin/codes/building\\_criteria\\_manual?nodeId=S16TE-NOREASPR](https://library.municode.com/tx/austin/codes/building_criteria_manual?nodeId=S16TE-NOREASPR). There is not a tenant relocation financial assistance program because funding has not been identified.

*e. What affordable housing program would the staff recommend be used for this site to secure affordable housing?*

The City of Austin can only require income-restricted affordable units through optional incentive-based programs.

*f. Please provide an Affordable Housing Assessment Report for the site.*

The following are items that could be found in a Housing Assessment Report:

The property is currently zoned general commercial services (CS). With its existing zoning, this property is currently eligible for the following affordable housing incentive programs:

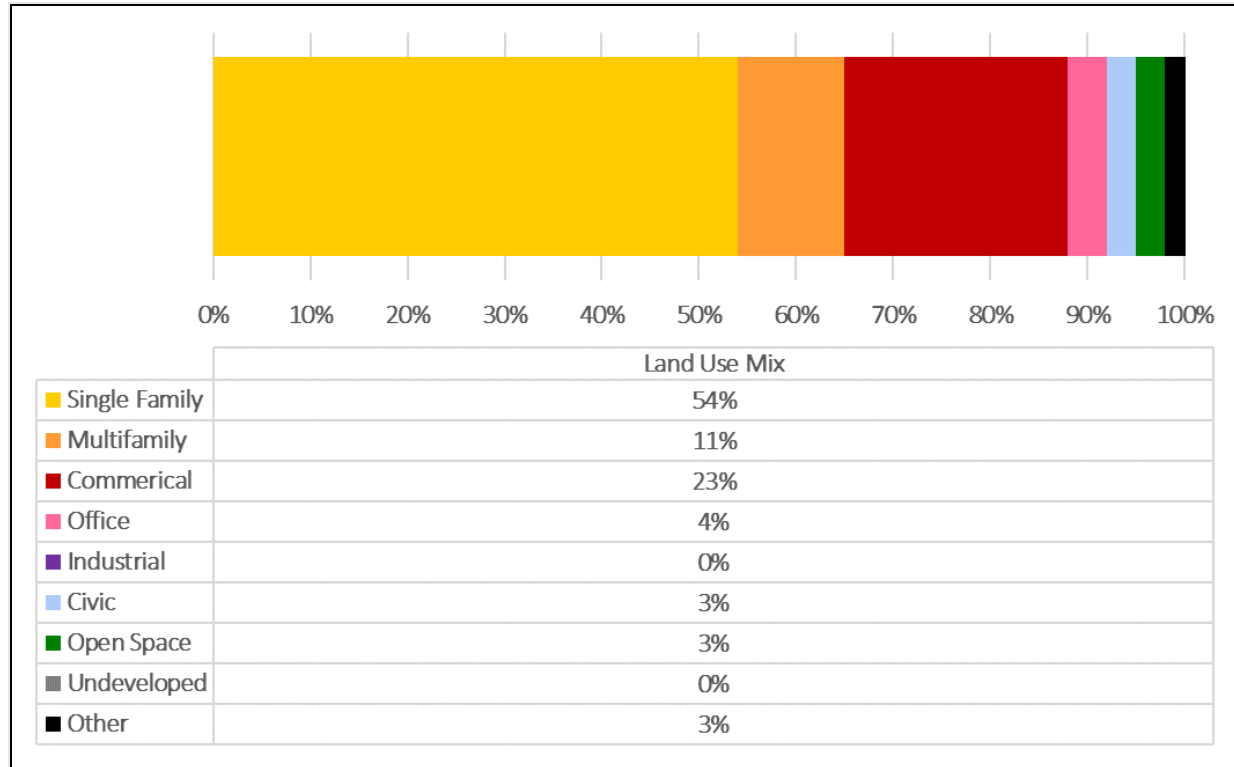
	<b>S.M.A.R.T. Housing</b>	<b>Affordability Unlocked</b>
<b>Applicable Area</b>	Citywide	Citywide

<b>Incentives, Waivers and Modifications</b>		Permit, inspection, & Capital Recovery fee waivers	Waiver of compatibility, duplex design, and site area, FAR, dwelling unit occupancy req., modified parking req., front and rear setback reduced by 50%, min lot size and width reduction, height increase
<b>Affordability Requirement</b>		At least 10% of total units	50% of total units (additional requirements may apply)
<b>Maximum Income Limit (as % of MFI)</b>	<b>Own</b>	80%	80%
	<b>Rent</b>	80%	60%
<b>Time Period (years)</b>	<b>Own</b>	1 year	99 years
	<b>Rent</b>	5 years	40 years
<b>Fee-in-Lieu</b>		no	no

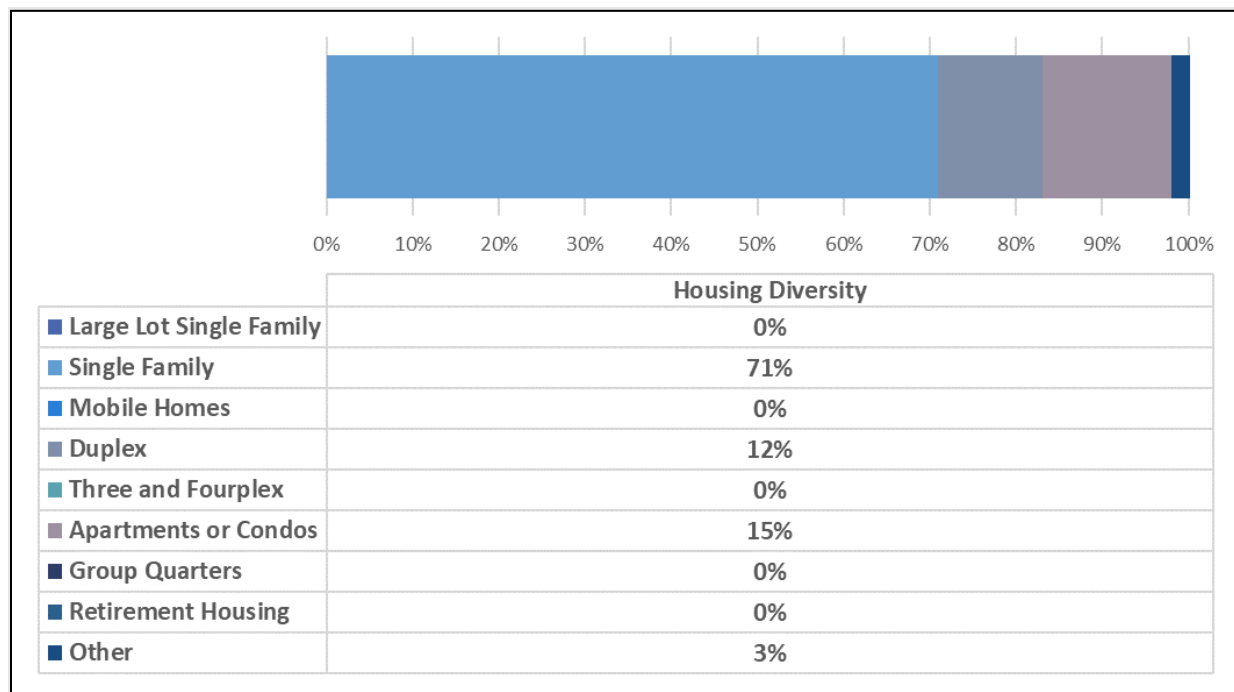
1. The project is located within a half a mile of a proposed Project Connect Route.
2. The property is in an area of historical exclusion. These areas have historically excluded vulnerable populations and are not subject to gentrification and displacement in the same ways.

The Displacement Risk Areas are based off the 2018 University of Texas report, *"Uprooted: Residential Displacement in Austin's Gentrifying Neighborhoods and What Can Be Done About It,"* and updated by City of Austin staff in 2021.

3. The *Austin Strategic Housing Blueprint*, adopted in 2017, identified the housing goals for this Council District as having 4,473 new affordable housing units by 2028. Progress towards this goal as of 2020 was off track, meeting less than 60% of the 10-Year Goal at the current rate. 588 affordable housing units have been built within this Council District since 2018, representing 13% of its goal.
4. This property is located in an area with median household incomes above the median household income for Austin of \$75,413. The median income in this area was \$83,881 in 2019.
5. This property is located in an area with a higher median housing value than the city of Austin of \$378,300. The median housing value in this area was \$592,800 in 2019.
6. This property is located in an area with a higher median rental rate than the city of Austin of \$1,334. The median rental rate in this area was \$1,784 in 2019.
7. The breakdown of land uses within the Zilker neighborhood reporting area is detailed in the following table. Neighborhood Reporting Areas align with Neighborhood Planning Area boundaries for areas that have adopted neighborhood plans and are drawn by City of Austin staff for areas without adopted neighborhood plans.



8. The breakdown of residential land uses within the Zilker neighborhood reporting area is detailed in the following chart and table. Neighborhood Reporting Areas align with Neighborhood Planning Area boundaries for areas that have adopted neighborhood plans and are drawn by City of Austin staff for areas without adopted neighborhood plans.





## 2. V-Overlay

- a. *Given its close proximity to another nearby CS-V tract, its central location, and Council's desire to create opportunity for developer to engage existing density bonus programs, can Council add V to the existing CS zoning?*

At this stage of the rezoning application, the addition of "V" to the property would increase the entitlements currently noticed for this case. If "V" were to be added, this case would have to be re-noticed and the public hearing process restarted.

- b. *Is there an explicit prohibition from Council adding V to the existing CS zoning?*

No, the Council may add "V" to a property so long as it meets the LDC requirements but in doing so would require the rezoning application to be re-noticed and process started over.

## 3. Heritage Tree Permit

- a. *The tree permit was granted on 11/20/20 based on damage to the existing building. When was the zoning case filed?*

The Zoning Application was submitted on December 23, 2020.

## 4. Transportation Impact Statement

- a. *What are the estimated number of trips from this development if built at the requested zoning of MF6?*

Currently the site is proposing 215 units. Per the ITE Trip Generation Manual, this will generate approximately 1,170 vehicle trips per day.

- b. *When combined with existing use of Toomey Road by the residential and businesses along the road PLUS the projected trips for the Dougherty Arts Center and this development - what will be the estimated additional trips on Toomey Rd?*

The TIA study for the Dougherty Arts Center is currently under development; staff should receive the study for review in the first quarter of 2022 according to the consultant performing the study.

- c. *What is the total capacity of Toomey Rd?*

With the LDC now being nearly four decades out of date, the ASMP adopted by Council in April 2019 is the policy document for transportation decisions within the city. The ASMP focuses on providing connectivity of the transportation network, expanding multimodal options over the better-connected systems, and management of existing capacity. Therefore, the streets within the ASMP are classified not by traffic volumes but rather their function and their context. Depending on the location, connectivity, access to transit, mode options, and traffic control methods, some streets can carry more

vehicle traffic than other streets even if classified the same (e.g., Level 2 streets). Toomey Rd functions as a collector street providing access to residences, business, parks, restaurants, and other uses. Attempting to apply standards of a solely residential street to Toomey Rd -- including a volume limit -- would ignore its actual function and community context. The ASMP avoids capacity limit by classification (e.g., Level 1 or Level 2) because so many other characteristics must be evaluated to determine what is appropriate in the near-term and long-term.

- d. *How does adding additional trip capacity on Toomey Rd impact the Zilker Park Master Plan TIA planning process?*

To account for increased traffic to surrounding roadways, the Dougherty Arts Center TIA was required to include recently approved PUDs (e.g., the Schlotzsky's PUD) and site plans as background traffic in its analysis. The study also has an assumed area growth rate of 4% to accommodate for cases such as this and other potential developments. ATD is not aware of any other scoped TIAs that encompass the Toomey Rd area.

5. *What is staff's rationale for recommending a variance in this location to the Waterfront Overlay requirements? What analysis and data was used to support this recommendation?*

The applicant is not requesting a variance with this rezoning application and one is not required to do their intended project.

6. *Parkland Dedication. Is this site eligible for fee-in-lieu payment of parkland dedication fee?*

Yes, this project would be eligible for fee-in-lieu payment.

7. *Staff report cites LUT P4 and LUT P7 of Imagine Austin are supported by this zoning request.*

- a. *P4 cites infill should be sensitive to the predominant character of the community. Tract is part of Waterfront Overlay and next to Zilker and Butler Shores park areas.*

- i. *Given this context to parkland spaces and other nearby tracts developed with height limits as a scaling factor, please provide how P4 is supported by this MF6 requests as it relates to context sensitivity.*

Staff's recommendation for this case is consistent with the staff recommendation for the property zoned MF-6-CO down the street. In that case, staff recommended the MF-6 base zoning district. The applicant and neighborhood mutually agreed to limit the height and staff supported their agreement. Additionally, staff felt providing more residential opportunities in an area accessible to multiple transit options and public amenities was consistent with other zoning cases that requested additional height in this area.

- b. *P7 encourages infill that provides for mix of nearby uses in proximity to each other to maximize walking, biking, and transit opportunities.*

- i. *Does this MF6 zoning request support the P7 goal through its proximity to the South Lamar BRT line?*

Staff's recommendation for a zoning request includes the property itself but also looks at what is built and planned to be built through adopted plans. In this case, staff does believe that adding a residential only zoning district to an area that has all commercial based zoning would help to provide a larger mix of land uses in this area.

- ii. *Would a V overlay similarly support P7 goal?*

Having "V" as a part of a zoning string on a property does not require a landowner to build a mix-used project. Additionally, because this property is located within the Waterfront Overlay and is permitted residential land uses by right within their existing CS zoning, adding "V" to the zoning would not definitively change the land uses permitted on this property.

**Item #91:** Authorize negotiation and execution of professional services agreements with Focused Advocacy LLC; Nora Del Bosque; Clifford Johnson; Brady & Peavey PC; Clay Pope; Public Blueprint LLC; and Warner Seale Public Affairs to provide state agency and legislative representation and consulting services each for a one-year term for a total combined amount not to exceed \$615,000 divided among the firms, and with CapitalEdge Strategies LLC and Boothe Transit Consulting, LLC to provide federal agency and legislative representation and consulting services each for a one-year term for a total combined amount not to exceed \$174,000, divided among the firms.

#### COUNCIL MEMBER KELLY'S OFFICE

- 1) *Please provide to council copies of the professional services agreements associated with this item.*

In response to the request of CM Kelly's office regarding Item #91 on the agenda for this Thursday, 11/18, please find attached the professional service agreements from FY21. The Intergovernmental Relations office (IGRO) realizes that the Q&A request is for copies of the professional services agreements associated with this item (FY22). However, Law has not yet completed their review.

IGRO has requested from Law that the contract terms for this year (FY22) be substantially the same as the attached FY 21 contracts, other than the effective date and the compensation amounts for the two lobbyists listed below.

1. Mike Warner, Warner Seale Public Affairs: contract compensation increase of \$15,010 due to increasing length of contract from a 7 month contract to a full time service annual contract.
2. Jeff Boothe, Boothe Transit, LLC: contract compensation increase of \$42,000 in order to compensate for the change to full time annual service in particular to assist the City with Project Connect, with a focus on federal legislative, administrative and grant opportunities.

Please know that IGRO will post executed contracts on its website





### Council Question and Answer

**Related To**

**Item #2**

**Meeting Date**

November 18, 2021

### Additional Answer Information

Approve an ordinance declaring a vacancy in the office of City Council District 4; ordering a special municipal election to be held in the city of Austin on January 25, 2022, to elect a council member for District 4; providing for the conduct of the election; and declaring an emergency.

#### **QUESTION/ANSWER:** Council Member Kelly's Office

##### *1. What is the cost of this special election?*

The special election cost estimate from Travis County is \$253,898.25.

##### *2. Following the election, what are the proposed swear-in dates?*

If a runoff election is not required, the new member can be sworn in the day the results are canvassed, expected to be on February 4, 2022 for the January 25, 2022 special election. If a runoff is needed, the proposed date for that election is March 22, 2022 with a possible canvass date of April 1, 2022.

##### *3. Following the election, when will the current sitting councilmember officially vacate their seat?*

Under the Constitutional holdover provision, Council Member Casar will continue to serve on council until his replacement is elected and sworn in.



### Council Question and Answer

**Related To**

Item #5

**Meeting Date**

November 18, 2021

### Additional Answer Information

Authorize the negotiation and execution of an agreement with Agustina Rodriguez for artwork for the Austin Fire Department/Austin-Travis County Emergency Services Del Valle Station Art in Public Places project, District 2, in an amount not to exceed \$135,000.

**QUESTION/ANSWER:** Council Member Fuentes's Office

*1) What is the timeline for the creation and implementation of the artwork?*

The artist will begin her community engagement process early in 2022 with a goal of completing a design by Summer/Fall 2022. Completion of the installation itself depends on the medium the artwork takes but the current target is Summer 2023.



### Council Question and Answer

**Related To**

**Item #7**

**Meeting Date**

November 18, 2021

### Additional Answer Information

Authorize the negotiation and execution of a contract with the Diversity and Ethnic Chamber Alliance to provide business development, economic development, recruitment, and retention services for a 12-month term and four one-year extension options in an amount not to exceed \$839,929 annually for a total contract amount not to exceed \$4,199,645.

**QUESTION/ANSWER:** Council Member Kelly's Office

*1) How will the funds be dispersed?*

Funds will be dispersed to the single entity Diversity and Ethnic Chamber Alliance (DECA) in accordance with Exhibit B of the contract agreement titled "Payment Schedule". The schedule is structured for DECA to receive four (4) quarterly payments of \$209,982.25 for a total of \$839,929.00 and is subject to completing deliverable requirements.



### Council Question and Answer

**Related To**

**Item #8**

**Meeting Date**

November 18, 2021

### Additional Answer Information

Authorize negotiation and execution of a contract with Six Square to provide educational, heritage preservation, and economic development programs and services in the African American Cultural Heritage District for a 12-month term in an amount not to exceed \$300,000, with two additional 12 month extension options in an amount not to exceed \$300,000 per extension option, for a total contract amount not to exceed \$900,000.

**QUESTION/ANSWER:** Council Member Kelly's Office

*1) How will the funds be dispersed?*

The City shall pay the Contractor in 12 monthly payments based on invoices received from the Contractor a total amount not to exceed \$300,000, per year. Invoices shall each be assigned an original invoice number and shall identify the purchase order or delivery order number if applicable, this Contract number, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. Each monthly payment shall be made within 30 days after the City receives the monthly reports from Contractor. Contractor agrees to accept this funding for the purpose of fostering the growth of the African American Cultural Heritage District and as full compensation for its services under this Contract. These services will be provided in accordance with the Scope of Work.





### Council Question and Answer

**Related To**

**Item #9**

**Meeting Date**

November 18, 2021

### Additional Answer Information

Authorize the City Manager to award, negotiate, and execute cultural arts grants in the amount of \$5,300,373.

#### **QUESTION/ANSWER:** Mayor Adler's Office

1. *At the August 24, 2021 Council Work Session, City Staff was requested by Council to continue working with community stakeholders on revisions to the City's HOT funded cultural arts programs. Please provide an update on this requested work, including the estimated timing for when a proposal will return to Council for approval. Please also indicate how this one-time proposal for ARPA funding is complimentary to any draft proposals for ongoing HOT funding of the cultural arts.*

The Economic Development Department's Cultural Arts Division is continuing to prepare drafts of proposed HOT-funded program guidelines, application questions, and review criteria in order to share these drafts with the Working Group established by the Arts Commission to provide community feedback. It is anticipated for the Working Group to be formed and have their first meeting by the end of December, with a second meeting planned for January. The Working Group will work closely with staff and Arts Commissioners to bring forward program recommendations to the full Arts Commission after their work has concluded. Staff plans to bring forward draft programs to the full Arts Commission for action before any Cultural Funding programs are launched.

The ARPA funding allocated by Council to assist the Cultural Arts community will be prioritized in distribution, with the goal of issuing checks to recipients before the end of December. This funding is intended to serve as a significant source of immediate relief to mitigate pandemic-related losses for the vast majority of current Cultural Contractors.



### Council Question and Answer

**Related To**

Item #9

**Meeting Date**

November 18, 2021

### Additional Answer Information

Authorize the City Manager to award, negotiate, and execute cultural arts grants in the amount of \$5,300,373.

**QUESTION/ANSWER:** Council Member Alter's Office

*1) It appears that this item funds \$5.3 million specifically for the third bullet item on page two of the RCA. Please provide the status and funding sources for the other bulleted items.*

- The first and second bullet funds have been deployed by BBB. The BBB ratification will come December 2<sup>nd</sup>.
- The third bullet EDD will administer as soon as the Item #9 is approved.
- The fourth bullet will used to pay for staff and emergency adjustment.



### Council Question and Answer

**Related To**

Item #9

**Meeting Date**

November 18, 2021

### Additional Answer Information

Authorize the City Manager to award, negotiate, and execute cultural arts grants in the amount of \$5,300,373.

**QUESTION/ANSWER:** Council Member Fuentes's Office

*1) Please provide the Arts Commission's recommendations for FY 22 allocation of American Rescue Plan Act (ARPA) funds for relief programs to the arts community in the amount of \$5,300,373.*

The Arts Commission recommendation is available online. View the Arts Commission's American Rescue Plan Act (ARPA) Fiscal Year 2021-22 [recommendation](#). Please note that while the recommendation states the allocation plan is for FY21, Commissioners understood that the funds would be expended in FY22.



### Council Question and Answer

**Related To**

Item #10

**Meeting Date**

November 18, 2021

### Additional Answer Information

Approve a resolution authorizing the Circuit Events Local Organizing Committee to act on behalf of the City for the Texas Major Events Reimbursement Program for the purpose of conducting economic studies, submitting applications, and submitting any required funding to the Texas Office of the Governor for NASCAR events to be held at the Circuit of the Americas facility.

#### **QUESTION/ANSWER:** Council Member Kelly's Office

- 1) *In a memo from the economic development department dated Feb 2, 2021, it stated that "NASCAR estimates the local direct impact for the race at COTA to be between \$40 million and \$60 million. This is based on their experience hosting NASCAR events at Texas Motor Speedway." What was the direct local economic impact of hosting NASCAR at Circuit of the Americas this year? What is the estimated direct local economic impact of hosting NASCAR next year?*

The direct local impact of the 2021 NASCAR race at COTA is unknown since the impact of the race can't be isolated from the revenue from other sources. In the Economic Impact estimate for the 2022 NASCAR race at COTA, Angelou Economics estimated the direct impact to the state at \$52,803,257.

- 2) *What are the names of the members on the Circuit Events Local Organizing Committee?*

See <https://www.austintexas.gov/department/circuit-events-local-organizing-committee>:

- Julia Taylor, Chair
- Anna Panossian, Secretary
- Drew Scheberle
- Mark Borskey
- Anthony Mills
- Sylnovia Holt-Rabb, non-voting

- 3) *Who is responsible for making these appointments?*

Per the organization's bylaws, vacancies are filled by affirmative vote of the majority of the Board members.





### Council Question and Answer

**Related To**

Item #22 and #38

**Meeting Date**

November 18, 2021

### Additional Answer Information

22. Authorize an amendment to an existing contract with Interment Services, Inc. for continued interment and burial services at city cemeteries, to increase the amount by \$2,222,000 and to extend the term by two years, for a revised total contract amount not to exceed \$8,946,000. Related to Item #38. (Note: The contract was awarded in compliance with City Code Chapter 2-9C Minority and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

38. Approve an ordinance amending Exhibit A to Ordinance No. 20210811-002 (City of Austin Fee and Fine Schedule) to increase the Fiscal Year 2021-2022 fees charged by the Parks and Recreation Department for interment and burial services at Oakwood, Oakwood Annex, Evergreen, Austin Memorial, and Plummers Cemeteries. Related to Item #22.

#### **QUESTION/ANSWER:** Council Member Kelly's Office

*1) Since 1990 has Interment Services used any City owned property to store their equipment without paying a rental fee to the City of Austin? Could you please provide a copy of this agreement to council?*

Yes, according to Section 2.2.9 of the agreement, "The City grants the Contractor the right to store equipment necessary for the performance of its contract obligations on City cemetery property as approved by the Cemetery Manager."

A copy of the contract and amendments is attached.

*2) Has the Parks Department purchased burial equipment for internments during this contract period? How much and what equipment was purchased?*

During the contract period the following equipment has been purchased by the Department to be used for interment and/or burial services.

Description	Estimated Cost
Startup Interment Equipment for a total of \$564,030	
Backhoe	\$60,000
Excavators (2)	\$86,074
Uniforms	\$2,200
8' Vehicle Tracking Pads (50)	\$6,000
12-yard comm. Grade dump truck	\$170,000
1 ton flatbed trucks	\$158,600
20' Equipment Trailers (2)	\$18,000
Straight Tip Dumper	\$30,000
Tent Top (3)	\$2,688
Alum Frame (3)	\$2,994

Tent Wall (3)	\$1,043
Tent Stakes (12)	\$174
Prem Standard Set (turf) (3)	\$1,417
Master S/S W/ Placer (3)	\$13,790
Crank Handle	\$84
Infant 3-in-1	\$2,674
Mobile Stand	\$2,160
Wrap Drape (4)	\$704
Device Stand (3)	\$4,527
Cremation Stand (2)	\$900

3) Since 2019 has Interment Services used any City owned equipment for their burial services?

No, Interment Services has not used any City owned equipment for their burial services.

4) How many adult burials has Interment Services performed in 2019, 2020 and 2021?

2019: 473

2020: 506

2021: 530

5) How much has Interment Services been paid under this contract since 2013?

As of 11/15/2021, \$6,453,132.53 has been paid to the Contractor since 8/01/2013.

6) How much was Interment Services paid per adult burial (including digging the hole, setting up the tent and chairs, selling grave liners)?

Opening and Closing (Weekdays) \$1,400.00

Chair and Tent Set-Up \$210.00

Concrete Liner \$400.00

7) Does the current Interment Services contract call for the contractor to cover the hole before burial with wood and place 2/4s under the plywood for reinforcement? Is this being done consistently?

Exhibit A of the contract calls for "2x8 wood studs to be laid across the top, middle, and bottom of the grave with two pieces of plywood placed on top." Plywood is used 100% of the time. Occasionally, the Contractor will utilize three pieces of plywood as opposed to utilizing the wood studs. Both methodologies provide the desired stability.

8) How much plywood does Interment Services use to cover the hole before burial? How old is the plywood he uses to cover the hole?

Exhibit A calls for two pieces of plywood, however, the Contractor sometimes uses three pieces of plywood. The specific age of the plywood is unknown. Visual inspections by staff indicate all plywood used is in good to excellent condition.

9) My understanding is the parks department did not tell the Parks Board of any fee increase for the Interment Services contract extension during the meeting where the Board voted on the extension. Was the parks board notified prior to bringing this to council?

When this contract extension was brought forward to the Contracts and Concessions Committee, by way of a formal presentation, they were informed by the Parks and Recreation Department Contracts Supervisor that there would be an associated fee increase. The committee members are members of the Parks and Recreation

Board (PARB). At the October PARB meeting, there was not a formal presentation, but a question and answer session as the item was pulled from the consent agenda for further discussion. The item was passed by the PARB on a vote of 9-0.



Amendment No. 3  
To  
Contract No. NA130000146  
For  
Interment & Burial Services  
Between  
Interment Services, Inc.  
And The  
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced Contract. Effective November 29, 2018, the term for the extension option will be November 29, 2018 to November 28, 2021. The City reserves the right to extend the Contract for the remaining two years of the original five-year extension option.

2.0 Effective November 29, 2018, through the Contract expiration or termination, the Contract is hereby amended as follows.

2.1 Paragraph 4.5 of the Contract is replaced in its entirety with the following:

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part without cause any time prior to November 28, 2021 with 365 calendar days prior written notice to the Contractor. The Contractor shall have the right to terminate the Contract, in whole or in part without cause any time with 30 calendar days prior written notice to the City. Upon receipt of a notice of termination from the City, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and material and supply obligations incurred prior to the date of termination for the sole purpose of this Contract and as negotiated between the Contractor and the City.

2.2 Paragraph 2.2.9 of the Contract is replaced in its entirety with the following:

2.2.9 **Equipment.** Contractor shall acquire and own all equipment and portable structures necessary for the performance of work under this Contract SOW. Contractor shall be responsible for the maintenance, cleaning, and replacement of equipment. The City grants the Contractor the right to store equipment necessary for the performance of its contract obligations on City cemetery property as approved by the Cemetery Manager. Storage shall not exceed the space authorized by the City. Contractor and Contractor's employees shall park privately owned vehicles in designated parking places as determined by the City. The City is not responsible for any damage or loss to Contractor's equipment, tools and supplies stored or staged on City premises.

2.3 Paragraph 2.2.8 is replaced in its entirety with the following:

2.2.8 **Monument Setting.** The Contractor shall provide monument setting services for monuments temporarily moved for adjacent interment/disinterment services provided by the Contractor. Any adjacent monuments temporarily moved to facilitate an interment must be replaced within 24 hours after the burial. If unforeseen circumstances require more time, the Contractor shall provide to the City's Contract Manager for approval, a plan and time frame for replacement.

2.4 The following Paragraph 2.1.1 is added to the Contract.



2.1.1 To the full extent allowed by law, the Contractor has the exclusive right to perform all burials and interments at City-owned cemeteries for the extension period beginning on November 29, 2018 and ending on November 28, 2021, or upon termination earlier than November 28, 2021.

2.5 Paragraph 7.23.7 is replaced in its entirety with the following:

7.23.7 Contractor shall submit employee certifications annually with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

3.0 The Contract's Exhibit B – Fee Schedule is hereby replaced in its entirety with the attached "Exhibit B – Fee Schedule effective November 29, 2018". The prices represented in the updated Exhibit B shall remain firm for the three-year extension period.

4.0 The total Contract amount is increased by \$2,843,500.00 for the extension option period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/01/13 – 09/30/18	\$3,875,000.00	\$3,875,000.00
Amendment No. 1 Clarify Term: 08/01/13 – 07/31/18	\$0.00	\$3,875,000.00
Amendment No. 2 Holdover 08/01/18 – 11/28/18	\$59,000.00	\$3,934,000.00
Amendment No. 3: Option 1 and Adjust Pricing/Scope 11/29/18 – 11/28/21	\$2,790,000.00	\$6,724,000.00

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

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

 11/21/2018

Printed Name: Gene Bagwell  
Authorized Representative

Interment Services, Inc.

Signature & Date:

 11-26-18

Printed Name: Matthew Duree

Title: Procurement Manager  
City of Austin Purchasing Office



## CITY OF AUSTIN

**MA 8600 NA130000146**

**Exhibit B - Fee Schedule - Effective November 29, 2018**

### **INTERMENTS**

### **Fee**

#### **Adult Full Burials**

Weekday	\$1,400.00
Saturday	\$1,550.00
Sunday	\$1,850.00
Holidays (add to above fee)	\$1,200.00
(Holiday Fee is assessed on all City of Austin recognized holidays)	

#### **Infants / Cremated Remains**

Weekday	\$510.00
Saturday	\$630.00
Sunday	\$1,020.00
Holidays (add to above fee)	\$660.00
(Holiday Fee is assessed on all City of Austin recognized holidays)	

#### **Additional Fees for Interments**

Less than 12 working hours notice	\$420.00
Set-Up (with other services provided by Contractor)	\$210.00
Set-Up (no other services provided by Contractor - Weekday)	\$400.00
Set-Up (no other services provided by Contractor - Saturday & Sunday)	\$550.00
Grave Liners including setting (liners provided by Contractor)	\$400.00
Grave Liner setting only (liners not provided by Contractor)	\$75.00

### **DISINTERMENTS / REINTERMENTS**

Adult Disinterment	\$1,400.00
Infant Disinterment	\$395.00
Cremation Disinterment	\$365.00
Adult Disinterment & Reinterment	\$2,800.00
Infant Disinterment & Reinterment	\$450.00
Raising of the Vault (Adult Full Burials Only)	\$300.00

### **ADDITIONAL SERVICES & ADDITIONAL FEES**

Plummer Fee	\$120.00
Oakwood Fee	\$120.00
Oakwood Annex Fee	\$120.00
Evergreen Fee	\$120.00
Haul to AMP from other Cemeteries	\$180.00
Haul to other locations	Line Removed
Fee per mile for haul to location other than AMP (miles in excess of 10 miles)	Line Removed

### **MONUMENT SETTING**

All 2 piece	Line Removed
1 piece > 300 sq. inch	Line Removed
1 piece < 300 sq. inch	Line Removed
Military Markers Tabloid	Line Removed
Military Marker > 300 sq. inch	Line Removed
Military Marker < 300 sq. inch	Line Removed



Amendment No. 2  
To  
Contract No. NA130000146  
For  
Interment & Burial Services  
Between  
Interment Services, Inc.  
And The  
City of Austin

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

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

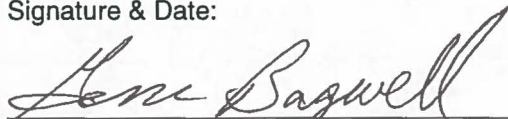
- 2.0 The total Contract amount is hereby administratively increased by \$59,000.00. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/01/13 – 09/30/18	\$3,875,000.00	\$3,875,000.00
Amendment No. Clarify Term: 08/01/13 – 07/31/18	\$0.00	\$3,875,000.00
Amendment No. 2: Holdover and Administrative Increase 07/31/18	\$59,000.00	\$3,934,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:



Printed Name: Gene Bagwell  
Authorized Representative

Interment Services, Inc.

Signature & Date:

 7-24-18

Printed Name: Matthew Dene

Title: Procurement Supervisor  
City of Austin Purchasing Office



Amendment No.1  
to  
Contract No. NA130000146  
for  
Interment & Burial Services  
between  
Interment Services, Inc. and the  
City of Austin

1.0 The City hereby amends Section 4.1 Term of the Contract to read as follows:

*The Contract shall be in effect for an initial term of 60 months beginning August 1, 2013, through July 31, 2018, and may be extended thereafter for up to two (2) additional 60-month periods, subject to the approval of the Contractor and the City Council.*

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

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

4.0 All other terms and conditions remain the same.

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

*Gene Bagwell 8/5/13*

President/Owner  
Signature & Date:

*Gene Bagwell*

Printed Name:  
Authorized Representative

Interment Services, Inc.  
Mr. Gene Bagwell, Contract Manager  
625 Pioneer Trail  
San Marcos, Texas 78666  
bagwellg@austin.rr.com

Signature & Date:

*Denise Lucas 8/6/2013*

Denise Lucas, Deputy Purchasing Officer  
City of Austin  
Purchasing Office



**Financial and Administrative Service Department  
Purchasing Office**  
721 Barton Springs Road, Austin, Texas, 78704

August 13, 2013

Internment Services Inc  
Attn: Gene Bagwell  
625 Pioneer Trail  
San Marcos, TX 78666

Dear Gene:

The Austin City Council approved the execution of a contract with your company for Internment Services in accordance with the referenced solicitation.

Responsible Department:	Austin Energy
Department Contact Person:	Troy Houtman
Department Contact Email Address:	Troy.Houtman@austintexas.gov
Department Contact Telephone:	512-974-9481
Project Name:	Internment & Burial Services
Contractor Name:	Internment Services, Inc.
Contract Number:	NA130000146
Contract Period:	08/01/2013 - 07/31/2018
Dollar Amount	\$3,875,000.00
Extension Options:	Two 60-month extension options
Requisition Number:	RQM 8600 13010300127
Solicitation Number:	RFP SAP0101
Agenda Item Number:	48
Council Approval Date:	6/27/2013

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Troy Houtman, Contract Manager at 512-974-9481.

Sincerely,

Terry Nicholson  
Senior Buyer Specialist  
Purchasing Office  
Finance and Administrative Service Department

cc: T. Houtman, PARD



**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Interment Services, Inc.  
For  
Interment & Burial Services**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Interment Services, Inc. ("Contractor"), having offices at 625 Pioneer Trail, San Marcos, TX 78666.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.3.1 **The City will provide a written workorder to the Contractor that includes the following:**

1.3.1.1 notice of date, time and location of upcoming burial(s) with at least 12 working hours' (8 am to 5 pm) advance notice. Less than 12 working hours' notice will result in an insufficient notice charge.

1.3.1.2 Confirmation of lot ownership prior to Contractor's opening of gravesite for the burial.

1.3.1.3 Location of the lot and marking of the lot before Contractor arrives at the Cemetery to prepare the grave.

1.3.2 The City will provide:

1.3.2.1 Storage space for Contractor to store grave liners for City burials.

1.3.2.2 Location for Contractor to place soil and rocks removed from lot in preparation for gravesite.

1.3.2.3 Designation of a space at Austin Memorial Park (AMP) for the storage of topsoil for dressing graves and sand and gravel for setting headstones.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Gene Bagwell, Phone: (512) 517-3542, Email Address: bagwellg@austin.rr.com. The City's Contract Manager for the engagement shall be Troy Houtman, Phone: (512) 974-9481, Email Address: troy.houtman@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK (SOW)**

**2.1 Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Contractor shall provide all personnel, equipment, tools, supplies, supervision and services necessary to ensure services are provided in a manner that supports and reflects best practices and industry standards. The services to be provided will be performed at the five City-owned cemetery properties, Oakwood Cemetery, Oakwood Annex Cemetery, Evergreen Cemetery, Austin Memorial Park (AMP) and Plummers Cemetery.

**2.2 Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks upon notification by the City's Contract Manager:

**2.2.1 Space Opening/Closing, Interments and Burial Services.** Contractor shall bury remains presented for interment in the designated burial space in accordance with Exhibit A – Interment and Burial Standard Operating Procedures. Contractor shall prepare the ground to receive a body without damaging other graves, liners, markers or ornaments placed by citizens. Contractor is responsible for damage at replacement cost value or repair work at the sole cost of the Contractor. Contractor will ensure that the depth of each grave complies with state regulations and City Code. Contractor will superintend (manage) the burial of the body, refill and properly finish a grave after burial. Contractor shall accomplish the gravesite preparation in a timely fashion, so as not to impede funeral services.

**2.2.2 Grave Preparation/Funeral Set-up.** Contractor shall retain ultimate responsibility for grave preparation/funeral set-up services.

**2.2.3 Closing of Gravesites.** Contractor shall clear, sink, and level, with the surrounding terrain, new gravesites within ten (10) calendar days of burial services. Contractor shall have available equipment to level the gravesite in a manner suitable for compacting cohesive and granular soils in narrow and confined areas.

**2.2.4 Grave Liner Installation.** Contractor shall have equipment and personnel to furnish and safely prepare and install grave liners as requested for burial services. The price of the grave liner furnished by the Contractor includes grave liner installation. Liners are required for burial in City cemeteries unless otherwise exempted in writing by the City prior to the burial.

**2.2.5 Disinterment and Re-interments.** Contractor shall provide staff and equipment to provide disinterment and re-interment services when requested and authorized by the City.

**2.2.6 Pre- & Post-Graveside Service/Set-up & Clean-up.** Contractor shall perform all aspects of pre- and post-graveside service, including planning, preparation, and coordination in accordance with Exhibit A – Interment and Burial Services Standard Operating Procedures.

**2.2.7 Tent Set-up, Removal, and Storage.** Contractor shall be responsible for gravesite tent set-up. Tents shall be clean, in excellent condition and secured with ropes and stakes. All tent stake heads shall be covered with a bar guard or marked with a distinct bright color. All boards and blocks used to level the set-up shall be stable. The lowering device shall be opened to a length and width accommodating the casket, and the straps are drawn tight and locked. Safety straps and rollers shall be used on all set-ups.

**2.2.7.1 Chairs and Set-up.** A full set of artificial turf of the same color and excellent shape shall be used. The T's and sides shall extend into the grave to cover the dirt. The entire area under the tent shall be covered with artificial turf. Each chair shall be checked to ensure it is stable and on good footing. Any unstable chairs must be moved or corrected. Any set-up on a hill shall have chairs on the upper side facing the downgrade. The artificial turf and chairs shall be clean and in good condition.

**2.2.7.2 Tear Down.** Unless local customs or family preferences dictate otherwise, at least one member from the Contractor's burial crew remains available until completion of the burial process.

Lowering the casket, tearing down the set-up and placing the lid on the grave liner shall be conducted in a professional, careful, and considerate manner.

2.2.8 Contractor shall install, align, set and/or reset headstones or monuments upon the written request of the City's Contract Manager and in accordance with Cemetery Rules and Regulations and/or directions received from the City's Contract Manager. Headstones shall be handled in a manner that prevents damage. Contractor shall ensure that upright headstones are horizontally and vertically aligned so that inscriptions are visible and installed to ensure a pleasing top line while compensating for ground contours. Flat markers that are installed shall be uniform in height (parallel with the ground and no more than 1 inch above grade) and horizontally and vertically aligned. Contractor shall provide this service within ten (10) business days' from the City's written notification. Any adjacent monuments temporarily moved to facilitate an interment must be replaced within 24 hours after the burial. If unforeseen circumstances require more time, the Contractor shall provide to the City's Contract Manager for approval a plan and time frame. City's Contract Manager reserves the sole right to approve or deny the Contractor's proposed plan and time frame.

2.2.9 Equipment. Contractor shall acquire and own all equipment and portable structures necessary for the performance of work under this ContractSOW. Contractor shall be responsible for the maintenance, cleaning and replacement of his equipment. City may grant Contractor the right to stage certain equipment and equipment support items as listed in an annual inventory list to be updated each year. The staging area is limited to the maintenance yard at AMP and is to be used by the Contractor for the sole purpose of performing interment and burial services at City of Austin cemeteries pursuant to this Contract. Staging shall not exceed the space authorized by the City. Contractor shall be responsible for delivering and removing all equipment and supplies on a daily basis. Contractor and Contractor's employees shall park privately owned vehicles in designated parking places as determined by the City. The City is not responsible for any damage or loss to Contractor's equipment, tools and supplies staged on City premises.

2.2.10 Within ten (10) calendar days of each burial, Contractor shall take the unused soil and rocks (spoils) from the closed and leveled burial site to either the AMP cemetery or another location designated in the work order from the City. Payment for the haul is specified in Exhibit B, Fee Schedule.

2.2.11 The cemetery offices are closed on Thanksgiving, Christmas Day, New Year's Day and Independence Day (July 4). No funerals are conducted on those days. Contractor agrees to cooperate with the City in the event of a special circumstance requiring burial on one of these days.

## **2.3 Interment and Burial Services Performance Standards**

2.3.1 The following describes the minimum quality maintenance standards for all City cemetery properties.

2.3.1.1 Each day's burial site(s) present a neat appearance prior to burial in accordance with Exhibit A – Interment and Burial Standard Operating Procedures. Contractor shall remediate any and all impacts to grounds, graves and monuments as a result of Contractor's work.

2.3.1.2 Contractor shall preserve the integrity of existing graves, monuments and grounds around the worksite.

2.3.1.3 Contractor is responsible for all work related to interment burial services including Contractor's negligence and accidental damage to adjacent grave liners, monuments, and/or cemetery infrastructure. Upon Contractor discovery and/or discovery by City, Contractor shall submit a written notice to the City's Contract Manager of any and all damage(s) to City or private property with a plan and timeframe for repairing the damage. Contractor has a duty to report damage within 24 hours.



2.3.1.4 Contractor shall be responsible for the management of 3<sup>rd</sup> party vault or liner installations to protect cemetery monuments, grounds and infrastructure.

2.3.1.5 Contractor shall perform in a manner that prevents damage to human life, property and the ecosystem. Contractor is responsible for remediating any liquid spills from Contractor's equipment within 24 hours. Contractor shall inform the City, within 24 hours, of any environmental issues affecting Contractor's performance. Environmental issues include any situation that may modify and/or impact the natural resources of the cemeteries.

2.3.1.6 Contractor shall perform required services with the least possible interference to cemetery operations or to the public.

2.3.1.7 Open gravesites are identified and protected by appropriate devices approved by City and provided by City or Contractor while unattended in accordance with Exhibit A – Interment and Burial Standard Operating Procedures.

2.3.1.8 Contractor shall ensure burial site(s) are closed, groomed, and made presentable for visitors before close of business each day.

2.3.1.9 Each cemetery is historic and the City and Contractor shall work to maintain the historic and cultural value of the cemeteries for the benefit of the public. All operations shall be done in a manner that maintains the existing grounds, facilities and infrastructure.

### SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated in Exhibit B – Fee Schedule upon the successful completion of the services stated in the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$3,875,000 for the initial term with two (2) 60-month extension option in an estimated amount not to exceed \$3,875,000 per extension option, for a total estimated contract amount not to exceed \$11,625,000 inclusive of all fees and expenses. Quantities of work will be as needed and specified by the City in a written work order. There are no minimum order quantities.

3.2 **Economic Price Adjustment.** Prices shown in this Contract shall remain firm until October 1, 2014. 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 subject to the following considerations:

#### 3.2.1 Price Adjustment

3.2.1.1 Requests for price adjustments must be made in writing and submitted to the other Party by the date specified below. The letter shall reference the Contract number, and include the following documentation:

3.2.1.1.1 an itemized, revised price list with the effective date of the proposed increase;

3.2.1.1.2 Contractor shall submit, as a part of the request for increase, the version of the U.S. Department Employment Cost index (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for October of each year. The following is the information on the specific Index that will be used:

Weight % or \$ of Base Price: \$775,000	
Database Name: Employment Cost Index	
Series ID: CIU2010000000227I (B,J)	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: West South Central	

Description of Series ID: Total Compensation, Private Industry
Periodicity: Index number

3.2.1.1.3 Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. The requested price adjustments shall not exceed five percent (5%) of the total contract amount. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

3.2.1.2 Request for price adjustments must be made in writing prior to February 1 of each year. Prices will only be considered for an adjustment at that time. Once received, the receiving Party will have 30 calendar days to review and approve/disapprove the requested adjustment. Should the receiving Party not agree with the requested adjustment, the requestor may either maintain the prices currently in effect, negotiate an acceptable adjustment or terminate the Contract. Any adjustment to the Contract will be effective October 1 of each year and be calculated as follows:

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

3.2.1.3 Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the Contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

### 3.3 Invoices.

3.3.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and submitted twice monthly. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Gilbert Hernandez
Address	2800 Hancock Drive
City, State, Zip Code	Austin, TX 78731

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

### 3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.6 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

### 3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

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

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of 60 months beginning August 1, 2013 through September 30, 2018 and may be extended thereafter for up to 2 additional 60 month periods, subject to the approval of the Contractor and the City Council.

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

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by either party, the other party shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting Party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the other Party's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time with 30 calendar days prior written notice to the Contractor. Upon receipt of a notice of termination from the City, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and material and supply obligations incurred prior to the date of termination for the sole purpose of this contract and as negotiated between the Contractor and the City.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 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 fourteen (14) calendar days after written request from the City.

5.1.1.3 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.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by 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.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

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

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **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.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **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. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **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. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **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.

## 5.2 **Equal Opportunity.**

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

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

## 5.3 **Delays.**

5.3.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

## **SECTION 6. WARRANTIES**

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

### **6.2 Warranty – Price.**

6.2.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.2.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract. Contractor shall provide on-site employee supervision. The supervisor shall be knowledgeable and able to effectively communicate minimum contract requirements to employees and the public.

7.2.2 The Contractor's employees must wear a visible name tag or a standard uniform that includes official company logo or patch.

7.2.3 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.3.1 use or possess a firearm, including a concealed handgun that is licensed under state law;

7.2.3.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3.3 smoke or use other tobacco products on Cemetery premises.



7.2.3.4 lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed on headstones or monuments.

7.2.4 Contractor, its employees, subcontractors, and subcontractors employees must:

7.2.4.1 take breaks, park and stage equipment in the maintenance yard only, and;

7.2.4.2 must comply with all posted speed limits.

7.2.5 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.3 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.4 reorganization, reduction and/or relocation in key personnel;

7.4.5 known or anticipated sale, merger, or acquisition;

7.4.6 known, planned or anticipated stock sales; or

7.4.7 any litigation against the Contractor.

7.5 **Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor's accounts payable and accounts receivable for other clients are not subject to audit review or reproduction by the City. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

To the Contractor:

City of Austin, Purchasing Office  
ATTN: Contract Administrator  
P O Box 1088  
Austin, TX 78767

Interment Services, Inc.  
ATTN: Gene Bagwell, Contract Manager  
625 Pioneer Trail  
San Marcos, Texas 78666

**7.10 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**7.11 Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**7.12 No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**7.13 Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**7.14 Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

**7.15 Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**7.16 Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

**7.17 Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**7.18 Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**7.19 Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**7.20 Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) 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 Contractor 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.

## 7.22 Subcontractors.

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

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

## **7.23 Living Wages and Benefits.**

7.23.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this Contract, unless Published Wage Rates are included in the solicitation, if applicable. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.23.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this Contract. Proof of the health care plan shall be provided prior to award of a contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

7.23.3 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan (see Exhibit D, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.23.4 The Contractor shall maintain throughout the term of the Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

7.23.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

7.23.4.2 time and date of week when employee's workweek begins;

7.23.4.3 hours worked each day and total hours worked each workweek;

7.23.4.4 basis on which employee's wages are paid;

7.23.4.5 regular hourly pay rate;

7.23.4.6 total daily or weekly straight-time earnings;

7.23.4.7 total overtime earnings for the workweek;

7.23.4.8 all additions to or deductions from the employee's wages;

7.23.4.9 total wages paid each pay period; and

7.23.4.10 date of payment and the pay period covered by the payment.

7.23.5 The Contractor shall provide with the first invoice and as requested by the City's Contract Manager, individual Employee Certifications for all employees directly assigned to the Contract containing (see Exhibit E, Living Wages and Benefits Employee Certification):

7.23.5.1 the employee's name and job title;

7.23.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;

7.23.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.

7.23.6 The employee certifications shall be signed by each employee directly assigned to the Contract.

7.23.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

7.23.8 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph to verify compliance with this provision.

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

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

7.26 **Holidays.** The following holidays are observed by the City:

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

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

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

**7.27 Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

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

**7.29 Incorporation of Documents.** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

**7.30 Interlocal Purchasing Agreements.**

7.30.1 The City has entered into Interlocal Purchasing Agreements with other governmental agencies 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 agencies that have an interlocal agreement with the City.

7.30.2 The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

INTERMENT SERVICES, INC.

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

Name: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

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

CITY OF AUSTIN

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

Name: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

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



**List of Exhibits**

Exhibit A	Interment and Burial Services Standard Operating Procedures
Exhibit B	Fee Schedule
Exhibit C	Non Discrimination Certification
Exhibit D	Living Wages and Benefits Contractor Certification
Exhibit E	Living Wages and Benefits Employee Certification

**Exhibit A**  
**Standard Operating Procedures**  
**City of Austin Cemeteries**  
**Interment and Burial Services**

**Dated July 12, 2013**



## PARKS AND RECREATION DEPARTMENT

### STANDARD OPERATING PROCEDURE



<b>Subject</b>	Cemetery Grounds Maintenance & Operations
<b>Section</b>	Interment and Burial Services Process Contracted Services

#### **Purpose:**

Establish a system of identifying and coordinating the opening and closing of burial spaces at each municipal cemetery location. This supplements Scope of Work for Interments and Burial Services.

#### **Procedures:**

##### ***Sales Administration***

City cemetery staff will coordinate through the sales process, the identification and payment by the public for all grave spaces at City of Austin cemeteries. The price of each space is set by City Council in the annual fee schedule and fees charged to the City by the contractor are identified in the terms and conditions of the executed contract with the City of Austin.

Cemetery staff will distribute the proper documentation and distribute it to city staff and contractors. This policy will also be made available for public review and distribution.

##### ***Notice to City Staff and Contractor***

When a grave space has been sold or a previously sold space confirmed for burial by cemetery sales staff, a cemetery staff member will initiate the following steps to notify both city staff and the contractor of an upcoming service:

Sales Order: Cemetery Sales staff will produce a numbered sales order with the following information distributed to City and Contractor personnel:

1. Burial Space Information, including date and time of original notice
2. Contact Information
3. Burial Space Lot Diagram, including location and dimensions

#### 4. Miscellaneous Information

Specific pages of the multi-part sequentially numbered sales order will be placed in a separate folder for city staff and contractor. Cemetery sales staff will call the contractor to provide notice of service(s) with date, location and time of service. After this verbal notice, Contractor is responsible for retrieving its copy of the sales order with specific service details. At this time, Cemetery Sales Staff will create an burial summary on the office white board and place a "V", (the first part of an "X") to indicate that the contractor has been verbally notified.

Contractor shall maintain a supervisor on site that employees report to in order to ensure that all of contractor's employees are properly supervised. Contractor shall also provide adequate training for all employees on these Standard Operating Procedures, equipment and policies included in the contract Scope of Work.

#### ***Grave Markings***

Cemetery Operations Staff (COS) will coordinate all grave markings and distribute the proper documentation and place it in the Maintenance and Operations in-box located at cemetery main office, Austin Memorial Park Cemetery.

COS receives the yellow Sales Order Form copy, lot book description and tag (as appropriate) in order to mark the grave.

If COS needs more grave location information, the Cemetery sales staff will verify lot descriptions of surrounding areas.

COS shall assign two employees to independently confirm and verify grave markings to insure that the grave is marked correctly and in a timely manner.

Once the space and measurements are verified, the COS will place four flags on the corners of the grave space, with the tag on the top left corner of the burial space.

The grave identification tag shall include: Cemetery Name, Decedent's Name, Interment, Dimensions, Block, Lot, Space Information and date and time of burial service.

Once the tag has been placed on burial space, the staff member will complete the "X" on the interment sales office white board to verify that the burial space is ready to be dug by the contractor. Contractor is required to confirm that the space has been marked and read for opening.

All new burials are entered into the Interment data system with the Burial Date, Deceased's name, Block, Lot and Space information.

#### ***Pre Opening Inspection***

Prior to Contractor staging equipment and initiating grave opening, COS shall inspect and photograph the identified grave space and immediate surrounding area to document existing grounds conditions. COS shall include reasonable access routes to the grave site if applicable

COS shall attach printed photographs to the City's Sales Order page with date/time stamps on the photos. This shall act as the formal representation of the condition of the area as release to the contractor for grave opening.

COS photographs shall include adjacent monuments, memorials and grounds/turf condition

### ***Contractor Grave Opening Tasks***

Contractor shall comply with all terms and conditions of the executed agreement relating to the tasks associated with burial services and grave opening, including:

1. Pre-Opening Inspection. Contractor shall have the opportunity to accompany COS to identify any existing conditions, defects or damage as part of the pre-opening inspection.
2. Contractor shall coordinate the placement of all equipment necessary to open a grave in a manner that minimizes damage to cemetery grounds, monuments and infrastructure; and protects adjacent trees, vegetation and monuments.
3. Contractor shall place plywood or other suitable material approved by City of sufficient size and thickness to protect existing turf under all digging and excavation equipment at the gravesite. This may include the use of plywood from the closest available cemetery road to the gravesite during wet or raining conditions. COS shall make this determination as necessary. Contractor's personnel shall be adequately trained to operate all equipment in a safe and efficient manner.
4. During the grave excavation process, should contractors employees strike and damage and existing and adjacent grave, grave liner or casket; contractors employee shall immediately stop the excavation process and contact the cemetery office for the City's cemetery manager or his/her designee to inspect the excavation site. Upon inspection, the cemetery manager shall document through a work order, the incident, appropriate response and direction to contractor regarding any damage and necessary repair work prior to continuation of the excavation process.

### ***Grave Liner Installation***

Contractor shall install ordered grave liners using its own equipment and personnel.

### ***Completed Grave Space Covering***

Upon completion of the opening of a grave space, installation of the grave liner and prior to the burial service, Contractor shall cover and protect the open grave using the following processes or in a manner approved in writing by the Cemetery Manager:

1. **At no time shall an open grave be unattended by Contractor staff for any reason.**
2. Contractor shall place at least three (3) each, 6 foot, 2"x8" wood studs across the open grave space, at the grave space top, middle and bottom locations.
3. Contractor shall place at least two (2) each, 4'x 8' foot ½" plywood sheets to the grave space in its entirety on top of the wood studs identified above. Plywood shall be in good condition and replaced at the direction of COS as necessary.
4. Contractor shall place at each corner of the covered grave, easily identifiable markers that delineate the area of the covered grave space and chains or rope that prevent the public from accessing the covering plywood.
5. Only contractor's staff shall remove or adjust the open grave plywood or markers.

### ***Grave Fill Process***

At the conclusion of the burial service, Contractor shall use the following soil and tamping process for the closing of a grave.

1. Contractor shall place a minimum of 6 inches of flowable material above the closed grave liner, the initial layer.
2. Contractor shall place useable spoils above the flowable material up to 6 inches of grade, the secondary layer.
3. Contractor shall compact both the initial and secondary layers using tamping equipment and process approved by the City of Austin.
4. Contractor shall place a minimum of 6 inches of top soil dressing above the compacted layers 1 and 2; the top layer.
5. COS shall inspect the grave within ten (10) days of the service for grave soil settling and Contractor shall provide additional top soil dressing as necessary and approved by City.

### ***Tent Setup and Removal***

Contractor shall supply the tent, artificial turf, chairs and other equipment as necessary for the interment service as identified in the sales order.

Contractor shall employ staff that is knowledgeable in the site preparation, placement, and installation, tear down and removal of all services tent and associated equipment. Contractor shall insure that all tent stakes are sufficiently hammered into the ground, tent support ropes are sufficiently anchored and tightened, and all tent stakes are covered to safely protect the public, contractor and city employees.

Contractor's tents and artificial turf shall be in good and clean condition, and contractor shall ensure that at least one (1) hour prior to the scheduled service the tent and artificial turf is clean and in a visually pleasing condition, reasonable exclusions due to adverse weather excepted.

Contractor shall promptly remove all tent and associated items at the conclusion of the burial service.

### ***Post-Service Inspection***

At the conclusion of a service and after the Contractor has closed the grave and removed all equipment, COS shall conduct a post service inspection.

COS shall take photographs of the closed grave and surrounding area to determine contractors performance. COS shall attach photographs with date/time stamps to verify post-service site condition to the service sales order. Any damage identified by the COS shall be promptly noted and identified in a separate work order created by the COS and delivered to the Contractor. Contractor may accompany COS during the Post-Service Inspection and Contractor shall repair or replace any items damaged by contractor as identified in the inspection.

City reserves the right to withhold payment for specific invoices where Contractor has failed to comply with these Standard Operating Procedures. Payment will be remitted when known deficiencies have been remedied by Contractor.

## Exhibit B - Fee Schedule

<b>Service</b>	<b>Fees</b>
Adult Interment	\$1,150.00
Infant/Cremated Remains	\$425.00
<b>Disinterment</b>	
Cremated Remains	\$250.00
Infant Remains	\$275.00
Adult Remains	\$950.00
Raising of Vault	\$250.00
<b>Disinterment &amp; Re-interments</b>	
Infant Remains	\$375.00
Adult Remains	\$1,550.00
<b>Additional Services &amp; Additional Fees</b>	
Insufficient Notice (Less than 12 working hours)	\$350.00
Holidays (Adult Interment/Adult Remains)	\$1,000.00
Holidays (Infant Remains/Cremated Remains)	\$550.00
Saturday	\$100.00
Sunday	\$350.00
Tent Set-up	\$175.00
Haul to AMP from other Cemeteries	\$150.00
Haul to other locations	\$150.00
Fee per mile for Haul to location other than AMP for miles in excess of 10 miles	\$6.00
Grave Liners including setting (Liners provided by Contractor)	\$310.00
Grave Liner setting only (Liners not provided by Contractor)	\$60.00
Plummer Fee	\$100.00
Oakwood Fee	\$100.00
Oakwood Annex Fee	\$100.00
Evergreen Fee	\$100.00
<b>Monument Setting</b>	
- All 2 piece	\$0.55
- 1 piece >300 sq. inch	\$0.55
- 1 piece <300 sq. inch	\$0.50
- Military Markers Tabloid	\$75.00
- Military Marker >300 sq. inch	\$0.55
- Military Marker <300 sq. inch	\$0.50



**EXHIBIT C**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

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

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

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

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

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

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

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

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

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

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of July, 2013

CONTRACTOR

Authorized  
Signature

Title

Interment Services, Inc  
Gene Bagwell  
President

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

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

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

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

Employee Name	Employee Job Title

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

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

Contractor's Name: \_\_\_\_\_

Signature of Officer  
or Authorized  
Representative: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

**GENE BAGWELL  
INTERMENT SERVICES, INC.**

**PROPOSAL RESPONSE**

**FOR THE  
MANAGEMENT, OPERATIONS AND MAINTENANCE  
OF  
AUSTIN CEMETERIES**

**CITY OF AUSTIN, TEXAS**

**SOLICITATION No. RFP SAP0101**

**ORIGINAL**

# CITY OF AUSTIN, TEXAS

## Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

**SOLICITATION NO:** RFP 8600 SAP0101

**DATE ISSUED:** January 21, 2013

**REQUISITION NO.:** 13010300127

**COMMODITY CODE:** 95820, 95214, 95877,  
96108

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

Sharon Patterson

Senior Buyer

Phone: (512) 974-2995

Email: [Sharon.Patterson@austintexas.gov](mailto:Sharon.Patterson@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Management, Operations,  
and Maintenance of Austin Cemeteries

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** Wednesday,  
January 30, 2013, 12:00 P.M. (noon) (CST).

**PRE-PROPOSAL LOCATION:** Municipal Building, 124 west 8<sup>th</sup> Street,  
Purchasing Office Conference Room 3<sup>rd</sup> Floor, Austin, Texas 78701

**SITE VISITS:** Thursday, January 31, 2013, 8:30 A.M. (CST).

Reference approximate schedule on page 3 of Offer Sheet.

**PROPOSAL DUE PRIOR TO:** Wednesday, February 20, 2013, 1:00  
P.M (CST)

**COMPLIANCE PLAN DUE PRIOR TO:** Submit with Proposal:  
Wednesday, February 20, 2013, 1:00 P.M (CST)

**PROPOSAL CLOSING TIME AND DATE:** Wednesday, February 20,  
2013, 1:00 P.M (CST)

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

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

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

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

### SUBMIT 1 ORIGINAL, 8 SIGNED COPIES, AND 1 ELECTONIC COPY OF PROPOSAL

#### OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

  
Signature of Person Authorized to Sign Offer

GENE BAGWELL Owner/President  
Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** [REDACTED]

**Date:** 2/20/13

**Company Name:** Interment Services Inc.

**Address:** 625 Pioneer Trail

**City, State, Zip Code** San Marcos, TX, 78666

**Phone No. (512)** 517-3542

**Fax No. (512)** 396-4857

**Email Address:** bagwellg@austin.rr.com

## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	32
0600	PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION CRITERIA	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	2
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
1000	"NO OFFER" RESPONSE FORM	1
ATTACHMENT A	PRICING PROPOSAL	4
ATTACHMENT B	MBE/WBE PROCUREMENT PROGRAM PACKAGE (COMPLIANCE PLAN)	25
EXHIBIT A	CITY OF AUSTIN LOCAL GOVERNMENT RECORDS CONTROL SCHEDULE FOR CEMETERY UNIT	8

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0605                    Local Business Presence Identification Form
- Section 0700                    Reference Sheet
- Sections 0800 - 0835        Certifications and Affidavits (return all applicable Sections)
- Attachment A                  Pricing Proposal for proposed Operational Area
- Attachment B                  MBE/WBE Procurement Program Package (Compliance Plan)

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

The Vendor agrees, if this Offer is accepted within 180-calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](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 at the address or phone number indicated on page 1 of this Offer Sheet. 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.

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

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***



*Following is an approximate schedule for each Cemetery Site Visit. Start times listed are approximate times and may change due to delays at a site, finishing early at a site, number of attendees, traffic, weather, etc.*

Site visits shall be held on Thursday, January 31, 2013, beginning at 8:30 A.M. (CST)

Time: 8:30 A.M. – Site: Oakwood Cemetery

- Address: 1601 Navasota Street, Austin, Texas 78702
- Approximate time at site: 45 minutes

Time: 9:30 A.M. – Site: Oakwood Annex Cemetery

- Address: 1600 Comal Street, Austin, Texas 78702
- Approximate time at site: 30 minutes

Time: 10:15 A.M. – Site: Evergreen Cemetery

- Address: 3304 East 12<sup>th</sup> Street, Austin, Texas 78721
- Approximate time at site: 45 minutes

Time: 11:15 A.M. – Site: Plummerts Cemetery

- Address: 1204 Springdale Road, Austin, Texas 78721
- Approximate time at site: 30 minutes

Time: 12:00 P.M. – Site: Austin Memorial Park

- Address: 2800 Hancock Drive, Austin, Texas 78731
- Approximate time at site: 45 minutes

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM Central Savings Time, on Tuesday, February 5, 2013. Please send to Sharon Patterson by email [Sharon.Patterson@austintexas.gov](mailto:Sharon.Patterson@austintexas.gov) or fax: (512) 974-2388.

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

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

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall 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 WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

- (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.
  - (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 (X,C,U).
- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 60 months (5 years) and may be extended thereafter for up to two additional 60-month periods (5-year periods), subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 60-MONTH CONTRACT.

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

4. **QUANTITIES**

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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200 South Lamar
City, State Zip Code	Austin, Texas 78704

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

6. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

**7. 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 required in paragraph "a" must be included with each shipment under the contract.

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

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
  - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

- ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the “report”) for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as “Contractor’s personnel”).
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver’s license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver’s license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor’s personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver’s license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor’s personnel to determine those appropriate for execution of the work and for presence on the City’s property. A list of all Contractor Personnel requiring access to the City’s site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor’s affidavit described in (D) above and the list of the Contractor’s personnel, the City will provide each of Contractor’s personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor’s personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor’s personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor’s schedule. Lost ID badges shall be reported to the City’s Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor’s personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

11. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable to the MBE/WBE Compliance Plan)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

12. **ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first 12-month period 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 subject to the following considerations:
- B. Price Increases
  - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
    - (1) an itemized, revised price list with the effective date of the proposed increase;
    - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided.
    - (3) Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period. The specific Index per Operational Area will be identified during contract negotiation and award.
    - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
  - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have thirty (30) calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
  - iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
RFP 8600 SAP0101**

which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have thirty (30) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

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:

Troy Houtman

919 W. 28 1/2 St.

Austin, Texas 78705

(512) 974-9481

Troy.Houtman@austintexas.gov

\*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.

**MANAGEMENT, OPERATIONS AND MAINTENANCE OF  
AUSTIN CEMETERIES  
CITY OF AUSTIN, TEXAS  
REQUEST FOR PROPOSAL NO. SAP0101**

**TABLE OF CONTENTS**

Introduction and Executive Summary	Page 1
1. Proposal	Page 2
A. Part I – Business Organization	Page 2
B. Part II – System Concept and Solution	Page 4
C. Part III – Program	Page 6
D. Part IV – Project Management Structure	Page 8
E. Part V – Prior Experience	Page 9
F. Part VI – Personnel	Page 12
G. Part VII – Local Business Presence	Page 13
1. Section 0605 See O. Part XV Certificates and Affidavits	
H. Part VIII – Non-Collusion, Non-Conflict of Interest and Anti-Lobbying	Page 14
1. Section 0810 See O. Part XV Certificates and Affidavits	
I. Part IX – Proposal Acceptance Period	Page 15
J. Part X – Proprietary Information	Page 16
K. Part XI – Authorized Negotiator	Page 17
L. Part XII – Pricing Proposal	Page 18
1. Section III – Interment and Burial Services (All Parts)	
2. Section IV – Monuments and Headstones Condition Assessment	

M.	Part XIII - Exceptions	Page 19
N.	Part XIV - References	Page 20
	1. Section 0700	
O.	Part XV – Certifications and Affidavits	Page 21
	1. Section 0605 – Local Business Presence	
	2. Section 0800 – Non Discrimination Certification	
	3. Section 0805 – Non-Suspension or Disbarment Certification	
	4. Section 0810 – Non-Collusion, Non-Conflict of Interest and Anti-Lobbying Affidavit	
	5. Section 0815 – Living Wages and Benefits Contractor Certification	
	6. Section 0835 – Non Resident Bidder Provisions	

INTERMENT SERVICES INC.  
625 Pioneer Trail  
San Marcos, Texas 78666

February 20, 2013

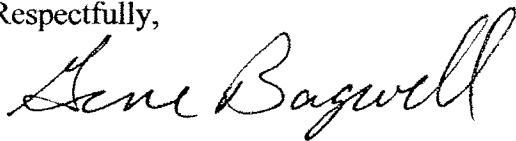
Ms. Sharon Patterson  
Senior Buyer  
Purchasing Office  
City of Austin, Texas

Dear Ms. Patterson,

Attached is our response to the City of Austin's Request for Proposal, SAP0101 for the Management, Operations and Maintenance of its City Owned Cemeteries.

For the past 23 years it has been our privilege to serve the City of Austin and those who have chosen to use its cemeteries. We've never forgotten the unique opportunity the City of Austin created with its decision to privatize its cemetery operation. We have always strived to fully meet our responsibilities and obligations under the contract with professionalism and pride while at the same time being mindful of its spirit and intent. It is our earnest desire to continue this association and to continue being a good partner with the City of Austin in service to its citizens.

Respectfully,



Gene Bagwell, Owner and President  
Interment Services Inc.  
625 Pioneer Trail  
San Marcos, Texas 78666  
1-512-517-3542

# **MANAGEMENT, OPERATIONS and MAINTENANCE of AUSTIN CEMETERIES, CITY of AUSTIN, TEXAS REQUEST FOR PROPOSAL (RFP) SAP0101**

## Introduction and Executive Summary

Interment Services Inc. (ISI) a State of Texas Sub S Corporation established in 1995 is owned and operated by Gene Bagwell with its corporate office located in San Marcos, Texas. ISI operates as a stand-alone entity.

Interment Services Inc. has limited its bid proposal to the scope of work and pricing proposal form associated with Interment and Burial Services. Additionally and contingent upon negotiations with the City we propose providing monument setting, leveling and performing the prescribed monument and headstone condition assessment identified in the Supplemental Services Section. We are also submitting a proposal for performing the recording of cemetery property owner deeds.

## Proposed Services Include:

1. Administration and Management of Interment and Burial Services
2. Disinterment
3. Interment
4. Other Services and Fees
  - a. Administrative Fee for burial services
  - b. Administrative Fee for deed recording
5. Monument Setting
  - a. Monuments and Headstones Condition Assessment
6. Tent Setups

Interment Services, Inc. (ISI) has been providing for the interment and burial services of the City of Austin owned cemeteries since October of 1995. During those 18 years of service, ISI as a business along with its owner and staff has nurtured a positive working relationship with the local funeral industry, has developed a positive personal relationship with numerous families and users of the cemeteries, has an in depth understanding of the needs of the cemeteries and has developed and implemented all necessary operational, administrative and management systems to assure a successful outcome for ISI, the City of Austin and most importantly its Citizens.

ISI has all necessary staff, capital equipment and expertise to meet the level of service outlined in the scope of work. We are available and prepared to immediately begin operation following successful negotiations.

ISI stands ready and looks forward to meeting the opportunities and challenges of this request for services for the full term of the contract as well as the possible extensions.

## **1. Proposal**

### **A. Part I – Business Organization:**

Mr. Gene Bagwell as the Owner and President of ISI is authorized to negotiate this contract. He can be reached at:

Gene Bagwell  
625 Pioneer Trail  
San Marcos, Texas 78666  
512-517-3542  
bagwellg@austin.rr.com

#### **Background**

In 1974 Mr. Bagwell formed the Maintenance Management Company to provide custodial services to municipal and corporate entities. Having done this for 3 years he expanded his services to include grounds maintenance and horticultural services.

In 1980 Maintenance Management expanded services to include cemetery grounds maintenance with the acquisition of the City of San Marcos Cemetery Maintenance contract. In 1985 the City of San Marcos expanded the scope of the Cemetery Maintenance Contract with Maintenance Management to include administrative duties including but not limited to on site meetings with families to select and designate burial property and coordinate burial services. In 1990 the City of San Marcos further expanded the scope of the Cemetery Maintenance Contract with Maintenance Management to include “turn key” administrative services.

In 1990 upon successful response to a Request for Proposal from the City of Austin, Texas for the Management and Operation of its five (5) cemeteries Mr. Bagwell created InterCare Corporation.

In 1995 in response to the need for quality burial services in Austin and the surrounding area he created Interment Services Incorporated. This corporation provides interment and related graveside services in Austin as well as burial service needs of surrounding municipalities and private cemeteries.

In 2005 upon successful response to a Request for Proposal from the State of Texas Veteran’s Land Board for the Management and Operation of the Central Texas State Veteran’s Cemetery (CTSVC) in Killeen Texas Mr. Bagwell created Premier Cemetery Service Corporation (PCSC). (CTSVC) was the first of 7 proposed State Veteran’s cemeteries in Texas. This is the first Texas State Veteran’s cemetery to be operated by the private sector. The State has since built three more veteran cemeteries all of which (PCSC) operates.

Presently the combined companies have 75-100 employees with annual projected sales of over [REDACTED]

**B. Part II – System Concept and Solution:**

Our proposal response is guided by a genuine appreciation and understanding of the City's stated objectives as outlined in the Scope of Work introduction for this proposal request. We also recognize and understand the City's requirements for the cemetery program as a whole and while our proposal is specific to only a portion of the entire program we commit to integrating our efforts with the other functions to realize common goals.

1. ISI and its affiliates continually strive to provide and improve upon the quality of services provided to its customers. To that end ISI operates under philosophies, management and operational systems that are sensitive to and focused on Customer Service.

**Mission Statement**

To be the premier provider of cemetery services.

Our philosophy to business and the people we serve is simple...do what you say you'll do...do it when you say you'll do it...and do it to the best of your ability. Treat everyone with dignity and respect, recognizing we live in a diverse world.

Our approach to business is to create an option oriented, and when requested a "turn key" operation, tailored specifically to the needs of our customers. We recognize we serve both internal and external customers.

2. The importance of customer satisfaction is never more apparent than in times of conflict. The ability and willingness to deal with conflict is essential and best begun with a clear understanding of sound principles to guide interactions and decisions. To that end ISI operates under the following principles:

**Conflict Resolution**

Prompt-----address customer requests within 24-48 hours providing a recommended solution and timeline.

Professional--treat everyone with respect and dignity.

Personal-----interact with customers one-on-one developing a clear understanding as to whom they will communicate.

Binding-----once a decision is made, stick to it and follow through until resolution.

3. ISI recognizes that timely and accurate communication with the Customer and between the different functions/areas (I-Sales Administration & Management, II-Operations and the III-Interment and Burial Services) is essential to the success of this program.
4. ISI's proposal is to provide for the Interment and Burial Services as we have done for the City of Austin for the past 18 years. As previously stated, ISI:
  - a. has all necessary staff who are all trained and capable of accomplishing their tasks in compliance with applicable governmental rules, and regulations,
  - b. has all necessary capital equipment tailored to the work demands that meets the environment of a cemetery setting,
  - c. has the expertise to meet the level of service outlined in the scope of work,
  - d. has knowledge of each cemetery's layout, site specific conditions and nuances,
  - e. is available and prepared to immediately begin operation following successful negotiations.



C. **Part III – Program:**

1. Administration and Management:

Property Owner Deed Filing - Following the provision by the City or the Sales Administration / Management Contractor to Interment Services (ISI) of all relevant information and associated forms related to a deed, ISI staff will complete the recording process with the County Clerks' Office.

Space Ownership and Heirship Verification – Such information is documented and recorded in appropriate records as part of the sales function by the City or the Sales Administration / Management Contractor. ISI will assist in confirming the appropriate burial space has been marked and flagged correctly prior to the opening of the grave space based on the information provided to ISI by the City or the Sales Administration Contractor.

Documentation of Interments, Dis-interments & Re-Interments – This documentation will be achieved through the standard accounting and billing process.

Grave Liners – ISI is amenable to providing a standard concrete grave liner for a fee to be negotiated upon request.

2. Mr. Bagwell has either provided directly or been responsible for the provision of interment and burial services at the City of Austin Municipal Cemeteries for the previous 23 years and is intimately familiar with the process and all issues associated with the process. In those 23 years we never failed to accomplish a burial at its scheduled time. We will continue to apply the same standards and practices with which we have been successful. To the best of my knowledge this response makes me compliant with this request for service.

3. Capital and Non-Capital Equipment List

Interment Services Inc. has a combined Capital and Non-Capital Equipment inventory valued at over [REDACTED] Equipment specifically assigned to accomplish this proposal includes:

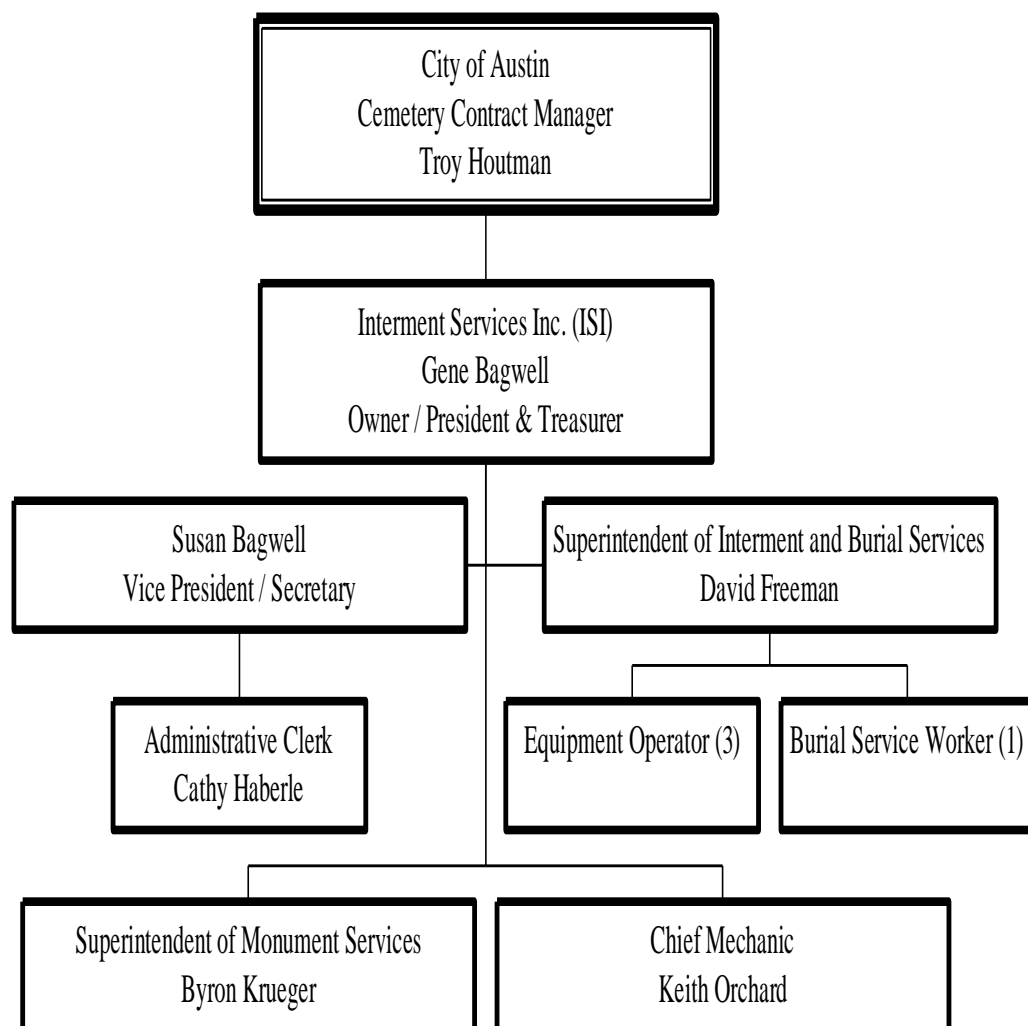
Interment Services Inc. (ISI):

- (5) 1 ton flatbed trucks
- (1) 1/2 ton pickup truck
- (1) Kubota 4-wheel drive utility vehicle with dump bed
- (4) Bobcat X331 excavators with hydraulic rock breakers
- (2) Bobcat 753 skid steer loaders
- (1) Bobcat 773-T skid steer loader

- (1) Mustang/Amida 200series materials handlers, all-wheel drive with dump beds
- (1) Terex material handler
- (2) Wacker / Neuson material handler
- (6) 22-ft. tilt bed heavy-duty trailers with custom fabricated burial equipment boxes
- (9) Burial Service Setups: tents, lowering devices, chairs w/covers, artificial grass and sidewalks
- (3) Cremain and Infant Burial Service Setups: lowering device and stands with skirts.
- (3) Portable trash/water pumps
- (\*) Assorted hand tools and materials: mechanic, lawn care, excavation, soil tamping, plywood sheeting
- (\*) Communication equipment: Nextel 2 way radio/phone units
- (\*) Office equipment: telephones, desktop computers, fax and copiers
- (1) 1 ton flatbed monument setting truck with 6,000 lb. capacity crane and outriggers
- (1) 4-cylinder gas powered heavy-duty air compressor with 90 lb. jackhammer and soil compactor
- (1) Gas powered 1 cu/yd. cement mixer
- (1) Heavy duty monument dolly

**D. Part IV – Project Management Structure:**

**Leadership and Reporting Responsibilities  
Interment Services Inc.**



**E. Part V – Prior Experience:**

We are in a unique position as a respondent in that the owner of ISI has experience managing, providing and performing all aspects of cemetery operations for over 30 years. The key staff assigned to this proposal have been working with ISI performing interment and burial services for more than 18 years.

1. Eighteen (18) years of experience in interment and burial services in Municipal cemetery operations.
2. Knowledge of laws and regulations that apply.
3. Existing resources (staff and equipment) available to support where needed any and all areas of operations.
4. Proven track record to recruit, train and manage staff.
5. Solid understanding of equipment needed to perform the tasks properly.

The following outlines experience related to interment and burial services for the past 18 or more years.

**Management and Operational Experience:**

Cemetery Operations:

City of Austin	23 years
City of San Marcos	30 years
City of New Braunfels	20 years
City of Lockhart	20 years
Hays County	15 years
Texas State Cemetery (Open & Closing Only)	8 years
Funeral Homes	30 years

Burial Services: 18 years

Municipalities  
County (Hays)  
Funeral Homes  
Private Cemeteries

Grounds Maintenance: 1974 to Present

Cemeteries  
Industrial Complexes  
Bank/Office Complexes  
San Marcos ISD

Public Relations:

City of San Marcos Cemetery  
City of New Braunfels Cemeteries  
City of Austin Parks Cemeteries  
Hays County Cemeteries  
City of Lockhart Cemeteries  
State of Texas Veteran Cemeteries

- Daily interaction with families, relatives and their outside service providers.
- Regular and as needed interaction with boards, commissions and citizen groups.
- Periodically coordinate and facilitate activities and programs involving radio, television and film, volunteer projects, ceremonial events and high profile interments.

**Cemeteries operated in the last 25 years:**

**San Marcos City Cemetery (1)**

San Marcos City Cemetery  
Administrator: Rodney Cobb, Director, PARD  
Mailing Address: 630 East Hopkins 78666 512-393-8400  
Turn Key Operation  
120 burials, 45 acres, currently active, 30 years of operation

**City of Austin Municipal Cemeteries (5)**

Austin Memorial Park, Oakwood, Oakwood Annex,  
Evergreen and Plummers Cemeteries  
Administrator: Gilbert Hernandez, Contract Manager,  
PARD  
Mailing Address: PO Box 1088 Austin Texas 78704  
512-974-6742  
Turn Key Operation  
600 burials, 170 acres, currently active, 23 years of  
operation

**City of New Braunfels (2)**

Comal and New Braunfels Cemeteries  
Admin: Stacy Laird, Director PARD  
Mailing Address: 424 South Castell NB 78130  
830-221-4355  
Turn Key Operation  
100 burials, 35 acres, currently active, 20 years of operation

**City of Lockhart City Cemetery (1)**

Lockhart City Cemetery  
Admin. Vance Rodgers, Director Public Works/Asst  
City Manager  
Bernie Rangel, Parks and Recreation/Maintenance Manager  
Mailing Address: PO Box 239 Lockhart Tx 78644  
512-376-1891  
Grounds Maintenance Only  
60 burials, 30 acres, currently active, 20 years of operation

**State of Texas Veterans Cemeteries (4)**

Texas Veterans Land Board  
Jack Slayton, Program Director  
512-463-5977  
Turn Key Operation  
1300 burials, 450 acres, currently active, 8 years of  
operation

**60 or more Private Cemeteries** within a 50-mile radius of Austin

Burial Service requests from various Funeral Homes: Weed Corley  
Fish, Cook Walden, Harrell, Mission, Beck, Austin Peel & Son,  
Thomason

**F. Part VI – Personnel:**

Mr. & Mrs. Bagwell and the key staff of Interment Services each have more than 23 years of actual experience in cemetery management, operations and interment/burial services.

Mr. Gene Bagwell, Owner and President

He will be actively involved in day-to-day management, coordination and supervision.

Mrs. Susan Bagwell, Vice President and Secretary

She will perform all administrative and accounting functions. Assisting Mrs. Bagwell will an administrative clerk.

Mr. David Freeman, Superintendent of Interment and Burial Services

He will be responsible for all aspects of burial services. Assisting Mr. Freeman will be equipment operators and burial service workers.

Mr. Keith Orchard, Chief Mechanic

He will be responsible for maintenance and repair of all equipment.

Mr. Byron Krueger, Superintendent of Monument Services

He will be responsible for monument setting, leveling and condition assessments.

1. Living Wages and Benefits:

ISI understands that it will be required to comply with the mandatory living wage rate and health benefits requirements as stipulated in the Supplemental Purchase Provisions 0400 Section 8.

2. Workforce Security Clearance and Identification (ID)

ISI understands the need to comply with the Workforce Security Clearance and Identification (ID) as stipulated in the Supplemental Purchase Provisions 0400 Section 10.

All ISI employees wear company issued uniforms displaying company insignia and employee name.

3. Work force training is achieved through hands on practice supervised and demonstrated by experienced personnel. Staff is instructed routinely about safety guidelines and protocols consistent with Standard Industry Practices and Insurance guidelines.

**G. Part VII – Local Business Presence**

1. Section 0605---See O. Part XV-Certifications and Affidavits for executed form



**H. Part VIII – Non-Collusion, Non-Conflict of Interest, and Anti Lobbying:**

1. Section 0810--- See O. Part XV-Certifications and Affidavits for executed form

**I. Part IX – Proposal Acceptance Period:**

Contractor acknowledges that the proposal is valid for one hundred and eighty (180) days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

**J. Part X – Proprietary Information:**

Contractor declares all personal and business financial information as proprietary and confidential, including but not limited to personal financial statements and corporate profit and loss statements.

**See M. Part XIII - Exceptions for additional comments.**

**K.     Part XI – Authorized Negotiator:**

Gene Bagwell, Owner and President 625 Pioneer Trail, San Marcos, Texas 78666, 512-517-3542 is authorized to negotiate contract terms and render binding decisions on Contract matters.

**L.     Part XII – Pricing Proposal:**

1. Contractor's Fee for Services will be calculated and billed twice monthly as determined by the Pricing Proposal Form, Attachment A.
2. No Total Base Bid Amount for Section III (Interment and Burial Services) can be determined as no total estimated quantities or units were specified in the Pricing Proposal Form.
3. Pricing Proposal Form (Attached)

**M. Part XIII – Exceptions:**

1. Reference Section 0300 Standard Purchasing Terms and Conditions, Item 28. TERMINATION WITHOUT CAUSE:

This proposal is tendered contingent upon the successful negotiation of a mutually agreed upon termination for convenience clause.

2. Reference Section 0300 Standard Purchasing Terms and Conditions, Item 37. CONFIDENTIALITY and 1. J. Part X – Proprietary Information of the solicitation.

This proposal is tendered contingent upon the successful negotiation of a mutually agreed upon proprietary information and confidentiality clause.

**N. Part XIV - References:**

1. Section 0700 – Reference Sheet

**O.     Part XV – Certifications and Affidavits**

1. Section 0605 – Local Business Presence
2. Section 0800 – Non-Discrimination Certification
3. Section 0805 – Non-Suspension or Disbarment Certification
4. Section 0810 – Non-Collusion, Non- Conflict of Interest and Anti-Lobbying Affidavit
5. Section 0815 – Living Wages and Benefits Contractor Certification
6. Section 0835 – Non-Resident Bidder Provisions





# Request for Proposal (RFP)

8600 SAP0101

## Scope of Work

Management, Operations, and Maintenance  
of Austin Cemeteries



## TABLE OF CONTENTS

<b>INTRODUCTION.....</b>	<b>4</b>
<b>OBJECTIVES FOR CEMETERY MANAGEMENT .....</b>	<b>4</b>
<b>CITY RESPONSIBILITIES.....</b>	<b>5</b>
<b>GENERAL DESCRIPTION OF CEMETERY SERVICES .....</b>	<b>7</b>
 <b>SCOPE OF WORK</b>	
<b>I. Sales Administration &amp; Management.....</b>	<b>9</b>
A. Administration and Management.....	9
B. Business Operations.....	10
C. Use of Cemetery Facilities.....	12
D. Records Management.....	12
E. Rules and Regulations Monitoring and Enforcement.....	13
F. Sales and Account Management.....	14
G. Customer Service and Complaints Resolution.....	14
H. Marketing Plan & Implementation .....	14
I. Monument, Marker & Headstone Coordination.....	14
J. Procedures Manual .....	15
K. Cemetery Master Planning .....	15
L. Sales Administration and Management Performance Standards .....	15
 <b>II. Cemetery Operations .....</b>	 <b>16</b>
A. Administration and Management.....	16
B. Operations Management Plan.....	16
C. Monument, Marker and Headstone.....	16
D. Grounds Maintenance.....	17
E. Utilities .....	17
F. Levels of Maintenance .....	17
G. Irrigation .....	18
H. Irrigation System Maintenance .....	18
I. Clearing Live Vegetation Near Headstones, Curbs and Fence Lines.....	18
J. Insect Control .....	18
K. Daily Custodial Services.....	19
L. Building, Fencing & Signage.....	19
M. Hardscape Maintenance – Roads, Sidewalks.....	20
N. Trash and Debris Management .....	20
O. Floral and Gravesites Tributes Removal .....	20
P. Turf Care.....	20
Q. Turf Maintenance .....	20
R. Equipment .....	21
S. Aerification.....	21
T. Fertilization and Weed Control .....	22
U. Leveling of Existing Graves .....	22
V. Comprehensive Tree Survey and Annual Tree Maintenance Work Plan.....	22
W. Tree Maintenance.....	23
X. Ball Moss Removal and Enforcement .....	25
Y. Brush Removal.....	25
Z. Spoils Management.....	25
AA. City of Austin Responsibilities .....	25
BB. Cemetery Operations Performance Standards.....	25

<b>III. Interments &amp; Burial Services .....</b>	<b>27</b>
A. Administration and Management.....	27
B. Space Opening/Closing, Interments and Burial Services .....	27
C. Plot Ownership Confirmation Prior to Burial .....	27
D. Grave Preparation/Funeral Set-up.....	27
E. Closing of Gravesites .....	27
F. Grave Liner Installation .....	28
G. Re-interments .....	28
H. Pre- & Post-Graveside Service/Set-up & Clean-up .....	28
I. Tent Set-up, Removal, and Storage .....	28
J. Equipment .....	28
K. Procedures Manual .....	28
L. The Interment and Burial Services Performance Standards.....	29
<b>GENERAL RESPONSIBILITIES .....</b>	<b>30</b>
<b>LAWS, STATUTES AND GOVERNMENTAL REQUIREMENTS .....</b>	<b>30</b>
<b>DEFINITIONS .....</b>	<b>31</b>
 <b>ATTACHMENTS AND EXHIBITS</b>	
Exhibit A: City of Austin Local Government Records Control Schedule for Cemetery Unit .....	31
Attachment A: Pricing Proposal Instructions .....	32

# Request for Proposals

## Management, Operations and Maintenance of Austin Cemeteries

### INTRODUCTION

The purpose of this solicitation is for the City of Austin ("City"), through its Parks and Recreation Department, to identify qualified cemetery management and operations firms to consider contracting with the City to perform one or all aspects of the City of Austin's cemetery services ("Cemeteries"). Interested firms who demonstrate the experience, business resources, and the infrastructure capacity necessary for maintaining all City-owned cemetery properties as valuable public assets will be considered. This is a performance-based contract for which the contractor will be reimbursed for services rendered on behalf of the City. The City is seeking proposals for a contract with an initial term of five (5) years, with two (2) five (5) year options.

The City began operating cemeteries in 1856 upon receiving Oakwood Cemetery from the State of Texas. Although owned by the City, the cemeteries were primarily maintained by individual plot owners and the Austin Cemetery Association with the support of the Public Works Department. After consolidation of the Urban Transportation Department and the Public Works Department in 1987, cemetery oversight was transferred to the Parks and Recreation Department. The Parks and Recreation Department provided cemetery maintenance and operations from 1987 until 1990, when the services were outsourced to a contractor. The current cemetery contract will end in 2013.

The City owns five distinct cemetery properties highlighted below:

Property Name	Location	Date Established	Total Acres	Average Burials Per Year
Oakwood Cemetery*	1601 Navasota Street	1839	40	40
Oakwood Annex Cemetery*	1600 Comal	1914	22	20
Evergreen Cemetery	3304 East 12 <sup>th</sup> Street	1928	30	100
Austin Memorial Park	2800 Hancock Drive	1927**	96.75***	320
Plummers Cemetery*	1204 Springdale	1957	8	Occasional

\* Burial sales are essentially inactive.

\*\* Date established per deed dated August 17, 1927. Vol. 407, Page 16, Records of Travis County

\*\*\* 112.75 original acreage. Exact acreage today is to be confirmed.

### OBJECTIVES FOR CEMETERY MANAGEMENT

The City of Austin desires proposals and resulting contract that meets or exceeds all the objectives as listed below:

- A. Ensure all five of the City cemeteries are treated with equal care and each is a well-maintained, dedicated burial place. Each cemetery should be a place where the Austin community feels welcome to visit and gather, to respectfully celebrate life, to make connections with family, friends and predecessors, and to celebrate culture and history.

- B. Ensure management regards the City's five cemeteries as important historic sites and cultural landscapes in keeping with national best practices that recognize the value of a city's burying grounds for citizens, scholars, decedents, and tourists who visit Austin.
- C. Ensure accessible and well-maintained cemetery buildings and infrastructure for the visiting public and interment of the deceased in compliance with all applicable statutes, ordinances, rules and regulations.
- D. Ensure cemetery grounds, landscaped areas, and natural elements are well maintained, utilizing applicable industry standards and best practices in landscaping that promotes optimally healthy turf, trees, and plant life, and ensure such activities are conducted in a safe, clean and environmentally friendly manner.
- E. Ensure and coordinate daily operations in an efficient and professional manner that results in quality service delivery, protects public safety, minimizes adverse impact or destruction to public and private property, and minimizes distraction from the cemetery serving as a respectful place of remembrance.
- F. Ensure proper administrative and operational policies and procedures are established to achieve and maintain:
  - professional and operational efficiency;
  - trained and/or certified personnel and active volunteer coordination;
  - high-quality customer service and timely complaints resolution;
  - thorough, accurate and accessible records management and retention, including recordation and maintenance of interment records;
  - effective business and accounts management; and
  - optimum employee and public safety, and adherence to applicable risk management standards.
- G. Ensure best practices in maintaining the public's trust, including a high standard of ethical, equitable and non-discriminatory practices, as well as implementation of management and operational practices that ensure public access to facilities and transparency in public information and business communications. Provide excellent service to customers in a respectful and consistent manner.

## CITY RESPONSIBILITIES

The City of Austin Parks and Recreation Department will begin a cemetery master planning process as funding is made available. As a result, Contractor may be asked to accommodate infrastructure and building improvements. Further, existing buildings may be re-purposed to accommodate new uses as identified in the master planning process.

The City will designate a City Cemetery Contract Manager (CCM) to be responsible for exercising oversight and direction of Contractor's efforts as defined in the Scope of Work (SOW). The CCM will represent the interests of the City in resolving any and all issues that may arise incidental to and during the execution of the agreement. Specifically, the CCM shall maintain regular communication with the Contractor through site visits,



conference calls, meetings, and operational reports. The CCM will promptly review any written reports submitted by the Contractor, and is responsible for approval of all invoices for payment. The CCM will give the Contractor regular and timely feedback on the acceptability and progress of work including customer relations, resulting contract deliverables and reports.

To ensure a high level of customer satisfaction, the CCM will identify areas in need of improvement, conduct and publish an annual customer satisfaction survey that will be used to determine quality of service and progress towards improvement, determine management, operations and community priorities, provide information regarding effectiveness of communications with the public and emerging trends. The CCM will produce and publish a City of Austin Cemeteries annual report.

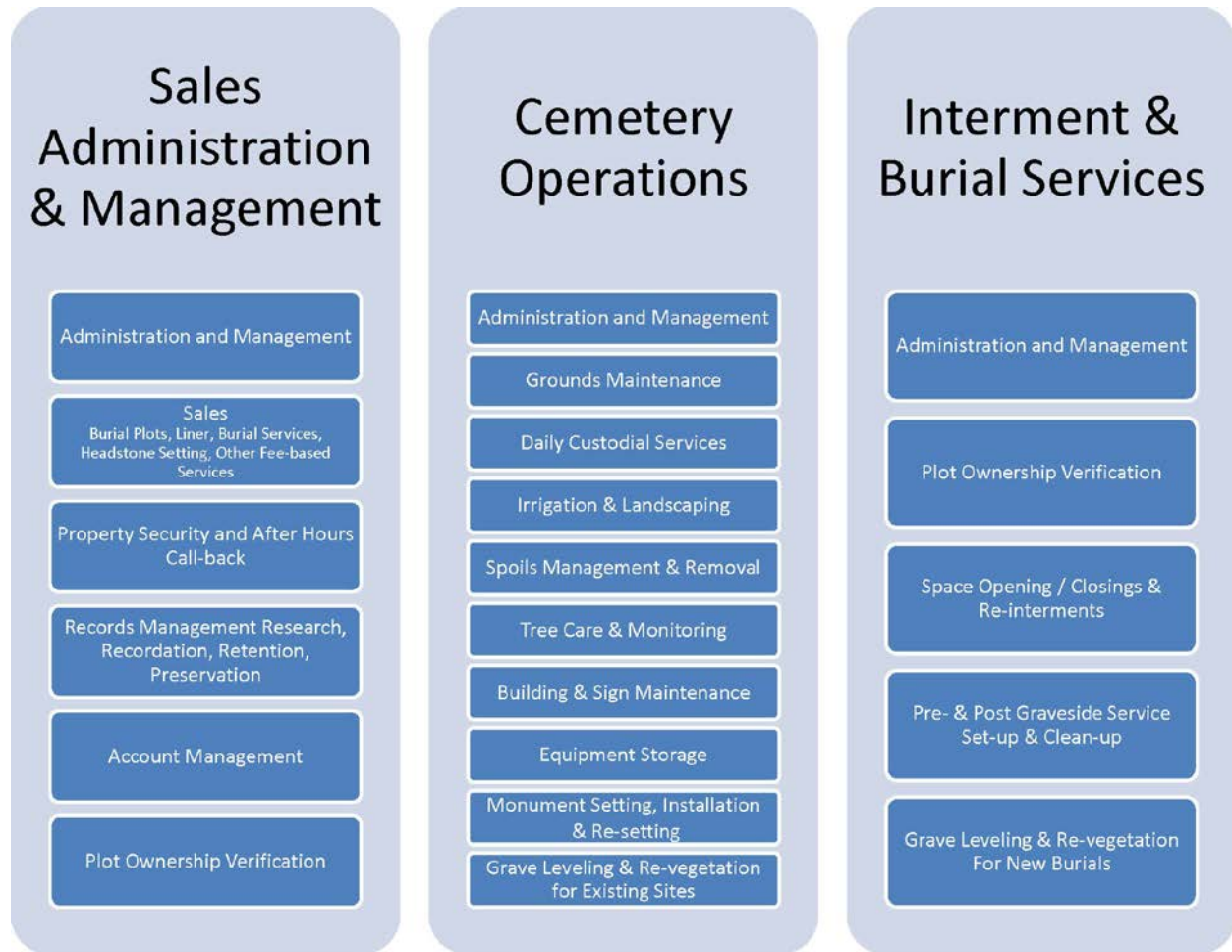
The City's Contract Compliance Unit will ensure the City receives conforming goods and services in accordance with the contract. Compliance staff will monitor all aspects of the contract from funding, term, options, reporting, deliverables, performance, scheduled and unscheduled compliance visits, claims, disputes, amendments, renewals, and closeout activities.

Other City responsibilities include annual facilities and grounds condition assessments, submitting capital planning and improvement funding recommendations, City Code, safety and environmental site review and compliance visits. The City is responsible for major infrastructure development (including roadways).

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## GENERAL DESCRIPTION OF CEMETERY SERVICES

This section includes a general description of each operational area. Austin municipal cemetery operations consist of three major components: Sales, Operations, and Burial Services. While all areas are distinct, they are also interrelated. Each operational area may operate independently. Therefore, the Proposer may choose to submit a response for one or more of the operational areas highlighted below and discussed in further detail in the SOW section of this document. The City reserves the right to award contracts for some, none, or all of the areas of operations.



## SALES ADMINISTRATION & MANAGEMENT

The Contractor for this operational area shall be required to provide a variety of sales administration, marketing and related management services.

**Administration and Management:** Contractor shall perform a variety of general administrative, management and supervisory duties, including operational planning, budgeting, developing and enforcing operational policies and procedures.

Contractor shall provide all personnel, equipment, tools, supplies, supervision and services necessary to ensure sales, administration and management of the cemeteries are provided in a manner that supports and reflects best practices and industry standards.

**Sales and Marketing:** Contractor shall offer for sale a variety of cemetery services in accordance with annual sales objectives approved by the City. The sales function includes the sale of burial spaces, concrete grave liners, headstone setting and re-setting. Sales are both at the time of need and preneed. Funding mechanisms for prearrangements include cash sales, installment sales, trusts and insurance contracts.

## **CEMETERY OPERATIONS**

A Contractor for this operational area shall provide high-quality maintenance to all five Austin cemetery properties.

Grounds Maintenance activities include complete grounds maintenance, landscaping, tree trimming/planting/removal; mowing and landscaping; pest control; re-vegetation; grave leveling; spoils management; raising, setting and aligning headstones; cleaning headstones; maintenance of hardscapes including pathways, drives, curbs and parking areas; trash removal; maintenance of existing fencing, railing, benches, flag poles, signage, monuments or statues; maintenance of irrigation systems, drainage and special features; property security, access and after hours call-back; monument delivery acceptance, setting, installation, re-setting; and routine reporting in a manner that reflects best practices and industry standards.

Facilities Maintenance activities include the maintenance and repair of all built facilities, including: preventive maintenance activities; pest control services; painting; graffiti removal; building, storage, signage, lighting, plumbing and electrical maintenance and equipment repairs; repair and replacement of deteriorated building systems and components; janitorial and custodial services that include collection and disposal of refuse and recyclable materials.

Other services include: trimming; edging; fertilization and aeration; removal of leaves, debris and trash from turf and grounds; sweeping or blowing clean roads and sidewalks; plant and tree care; snow and ice removal when applicable; grave leveling; and monument setting and leveling.

Contractor shall provide all personnel, equipment, tools, supplies, supervision and services necessary to ensure clean and manicured premises, which are maintained in a manner that uses best practices and innovative approaches to reduce the carbon footprint and any adverse environmental impacts, prevents damage to existing property, and supports healthy grass, trees, shrubs, and plant life. Contractor shall employ practices to reduce impacts on the natural environment through use of alternative energy, low-emissions equipment, bio-degradable chemicals, or items with recycled content. City Council resolutions #20071129-045 and 20070215-023 relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.

## **INTERMENTS & BURIAL SERVICES**

A Contractor for this operational area shall conduct interments and burial services. This consists of space openings and closings, graveside preparation/funeral site set-up and removal, grave-liner installation, spoils removal, and other associated services which include, space ownership and heirship verification, grave leveling and ground vegetation, reporting, documentation of interments, re-interments, and disinterments per regulating requirements.

Contractor shall provide all personnel, equipment, tools, supplies, supervision and services necessary to ensure services are provided in a manner that supports and reflects best practices and industry standards, and are compliant with all applicable statutes, ordinances, rules and regulations.



# Scope of Work

## I. SALES ADMINISTRATION & MANAGEMENT

### A. Administration and Management

**Staffing:** Contractor shall employ skilled and competent workers in the performance of a resulting contract. Contractor may adjust and/or rotate personnel among locations to accommodate customer service demands. Contractor shall ensure ability to communicate and serve Spanish-speaking customers, and shall provide reasonable accommodations for persons with disabilities.

**Personnel Management – Credentialing, Training, Conduct Standards, and Policies & Procedures:** Contractor, personnel, and subcontractors shall adhere at a minimum to the following standards of dress and conduct while on duty at any of the City of Austin cemeteries, as follows:

- Personnel attire shall include a visible name tag and a standard uniform that includes official company logo or patch.
- Be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist, or company t-shirt. Clothing shall be clean. Any soiled uniforms should be a result of cemetery work performed that day. Tank tops as outer garments are prohibited. Shoes/boots will have no holes or loose soles. Steel-toed shoes will be required in accordance with Occupational Safety and Health Administration (OSHA) requirements. Contractor, its employees and subcontractors shall maintain personal hygiene.
- Shall not engage in loud or boisterous behavior or use profane or abusive language on any cemetery premises. Shall show proper reverence if working during burial services.
- Shall designate eating areas (other than in the business office) for breaks and meals for its employees. Contractor, employees and contractors shall comply with no smoking regulations. All cemetery properties are designated NO SMOKING.
- The possession or consumption of alcohol, tobacco products and/or illicit drugs is strictly prohibited.
- Contractor, employees and/or subcontractors shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed on headstones or monuments.

## Sales Administration & Management

Administration and Management

Sales  
Burial Plots, Liner, Burial Services,  
Headstone Setting, Other Fee-based  
Services

Property Security and After  
Hours Call-back

Records Management Research,  
Recordation, Retention,  
Preservation

Account Management

Plot Ownership Verification

Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action up to and including employee termination, as required. Contractor shall also be responsible for training and will adhere to standard safety precautions for its employees and subcontractors performing work under the awarded contract. OSHA standards shall be observed in all work performed. Appropriate safety equipment shall be furnished by the Contractor and equipment used shall follow manufacturer recommendations and OSHA standards, including use of hard hats, safety shoes, safety glasses, and hearing protection devices.

Contractor shall provide on-site employee supervision. The supervisor shall be knowledgeable and able to effectively communicate minimum contract requirements to employees and the public.

**Cemetery Security:** Contractor is responsible for cemetery security.

**Emergency Management Procedures:** Contractor is responsible for and shall develop and implement an Emergency Management Plan that, at a minimum, includes:

- Executive Summary: Purpose of plan, authorities and responsibilities of key personnel, types of emergencies that could occur (capabilities and vulnerabilities), managing response operations, schedule and budget.
- Emergency Management Elements: Direction and control, communications, life safety, property protection, community outreach, recovery and restoration, administration and logistics.
- Emergency Response Elements: Procedures for warning employees and customers, communication with personnel and community responders, conducting evacuation and accounting for all persons, managing response activities, utilizing fire extinguishers as appropriate, shutting down operations, protecting vital records, restoring operations, and activating emergency services.
- Support Documents: Emergency call lists, building and site maps, and resource lists.

**Routine and Special Reports:** Contractor shall prepare and submit to the City periodic progress reports with respect to receipts, disbursements, space sales, space inventory, interments, repairs, improvements, safety and environmental incidents. The reports shall be submitted as frequently and in such detail as required on a monthly, quarterly and annually as stipulated in the resulting contract.

**Annual Audit and Reviews:** Contractor shall secure and supply the City with a certified independent financial and program/contract audit annually within 120 days from the close of Contractor's annual accounting period. Contractor shall make all records pertaining to the resulting contract available for review or audit.

**Financial and Contract Monitoring:** During business hours, Contractor shall provide the City access to all records for the purpose of ensuring Contractor's compliance.

## **B. Business Operations**

The Contractor shall maintain standard business hours of operation at Austin Memorial Park and Oakwood. The Austin Memorial Park office is open Monday through Saturday, 8:00 a.m. to 4:30 p.m. The Oakwood office is open Monday through Friday, 8:00 a.m. to 11:00 a.m. and from

1:30 p.m. to 4:30 p.m. The cemetery offices are closed on Thanksgiving, Christmas Day, New Year's Day, and Independence Day (July 4). No funerals are conducted on those days.

Cemetery gates shall be opened at 7 a.m. and locked at 8 p.m. each day during Daylight Savings Time. During Central Standard Time, gates will be opened at 7 a.m. and locked at 6 p.m. The gates are opened year round for visitation. Any changes in standard hours of operation are subject to City approval and advance notice shall be posted to the public.

Contractor shall manage and operate the business office at Austin Memorial Park for the sale of burial spaces, cemetery goods, and services to the general public and funeral homes representing the public. Contractor shall not discriminate in any form or fashion in the sale of burial spaces. Contractor shall be responsible for showing cemetery properties and spaces available for sale to interested parties and complete all administrative tasks and financial transactions associated with space sales and burial services. Contractor shall collect, record, remit and report all sales, receipts, funds, time sales and refunds into account(s) and in reports as prescribed by the City.

Contractor shall maintain at least one full time administrator on-site at Austin Memorial Park and support staff at Oakwood Cemeteries during business days and hours of operation. Hours of operation are subject to review, approval and change by the City. Contractor shall have staff tour the grounds to ensure that all citizens are off the premises before access gates are locked.

The City is committed to a pricing policy that maintains a competitive pricing structure approved by the Austin City Council while providing affordable access to cemetery spaces and services to the public. Approved fees are valid for the period of October 1 through September 30 of the City's fiscal year. All services, sales and other fees associated with municipal cemeteries are set forth in the established City cemetery fee schedule subject to approval by the Austin City Council. Contractor shall not modify, waive, forgive, or defer collection of fees owed to the City.

**Customer Sales and Information Packet:** Standard customer sales and information packets shall include, at a minimum: a copy of the cemetery map, Cemetery Rules & Regulations signed by the customer, signed purchase documents, Installment Sales Contract (if required), Customer and Family Contact Information Sheet, Customer Request Form, Customer Complaint Form and current Austin City Council approved Cemetery Fee Schedule. The City will provide Contractor with revised rules and regulations from time to time indicating an effective date the amended rules are to be enforced.

**Cash Handling:** Contractor shall maintain appropriate levels of internal control at all levels of collection and remittance. Contractor shall account for each step of cash handling from the issuance of "banks" to staff, through final accounting reconciliation and deposit, security methods and emergency procedures to protect Contractor's staff and cash, method of determining cash shortages and full City compensation for all shortages. All transport of cash shall be made in locked transport bags or tamper-evident bags. Contractor shall be responsible for the cost of armored transport services. If any funds collected are lost or stolen from the custody and control of Contractor, Contractor shall be responsible for the loss and compensate the full amount of the loss to the City. Any suspected criminal activity, including embezzlement or theft of City funds or property, shall be reported immediately to the CCM and Austin Police Department upon discovery.

**Submittal of Revenue to the City:** All revenue shall be deposited into the City's account via direct deposit daily. Contractor shall remit copies of daily cash receipts to the CCM weekly by Friday at 2 p.m.

### C. Use of Cemetery Facilities

**Authorized and Exclusive Use:** Use of property and resources shall be dedicated exclusively to municipal cemetery purposes as permitted by the City of Austin. Any unauthorized use is subject to all rights and remedies afforded under contract and law.

Contractor and Contractor's employees shall park privately owned vehicles in designated parking places as determined by the City. The City is not responsible for any damage or loss to Contractor's equipment, tools and supplies stored on City premises. Contractor shall inspect and maintain equipment in safe operating condition. Contractor shall be responsible for delivering and removing all equipment and supplies not approved for on-site storage on a daily basis. Placement and limited storage of proposed equipment, portable storage facilities, supplies and materials necessary for cemetery operations is subject to prior authorization by the CCM, and will only be allowed at Austin Memorial Park in the areas and buildings designated by the CCM. Any supplies or materials stored within the cemetery must be screened from public view.

Contractor shall be responsible for the safe storage and use of all chemicals, pesticides, herbicides, cleaning solutions needed in the performance of the scoped services in accordance with manufacturer recommendations and City standards. Material Safety Data Sheets (MSDS) are required for all chemicals, pesticides, herbicides and cleaning solutions, with copies stored in the maintenance area. Contractor shall comply with all federal, state, city, and county laws and regulations regarding the use of personal protective equipment for personnel and subcontractors. Contractor shall be responsible for maintaining fire extinguishers and safety equipment.

### D. Records Management

**General Records Requirements:** Contractor shall prepare, maintain and preserve, complete and accurate books, records, files, and accounts of each operational area related to the cemetery information under a resulting contract. Contractor shall maintain separate contract records independent of records not related to this contract. Such records shall include business, financial, burial and all related activities and transactions in the performance of the awarded contract. Records shall be accessible to the City upon request. Contractor's records shall be organized and indexed in a manner that supports efficient retrieval. Records no longer needed for daily business use will be boxed and moved to the City's approved records storage facility. Records requiring permanent retention shall be provided to CCM.

Contractor shall enter all cemetery business information into an industry standard electronic database management system. Data entered into this system shall include all cemetery management areas of this SOW. In order to ensure integrity of all data, Contractor shall implement procedures that prevent unauthorized access to, alteration improper deletion or use of data related to City business. Contractor shall back-up data daily. In order to prevent catastrophic data loss, Contractor shall implement a data recovery plan that includes procedures to restore data from back-ups in the event of hardware failure or other emergencies. A copy of the data recovery plan shall be provided to the City and shall be reviewed and periodically tested by the Contractor.

Contingent upon sufficient funding, the Parks and Recreation Department will establish a centralized Data Warehouse for cemetery data to provide security, centralized reporting and the ability to produce a comprehensive Annual Report on cemetery operations. Contractor shall provide to the Cemetery Contract Manager a data file in a format using media per specifications to be provided by the City that will support import of the Contractor's data into this Data Warehouse and other City systems upon request.

**Space and Burial Records:** The Contractor shall maintain all burial and space ownership records on a daily basis.

Contractor shall maintain current record book(s) and a map(s) of each cemetery. Contractor will maintain all burial and space ownership records that include: records of the purchaser's name, date of birth, address and contact information, and at least two next-of-kin; the date remains are received; the dates the remains are interred; the name and age of the person interred if these facts can be conveniently located; the name of the owner of the cemetery space; name of the portion of land, block numbers, all or part of a lot, or space for a single interment and all other records pertaining to burials as required; and shall comply with all applicable, state laws, City policies and procedure, and any other federal, state or local government regulations including the City of Austin Local Government Records Control Schedule for Cemetery Unit, approved and adopted 5/18/09 by the Texas State Library and Archives Commission.

Contractor shall record a deed of sale for each burial space sold with the Travis County Clerk's Office, and maintain corresponding property ownership contact information. Recording fees shall be included in the purchase price of the burial space.

Contractor shall utilize existing records as needed as a reference to all prior transactions and contractual obligations, while concurrently implementing an automated cemetery records management system for all burial and financial transactions moving forward.

Contractor shall support the City's efforts in the mapping for the cemeteries to be reconstructed from various records, maps and field review. Cemetery sales and interment records will be converted from both paper and electronic formats and moved into a new map-based Cemetery Records Management system. Contractor will implement and follow preservation plans related to historic cemetery records, which include transfer of archival records to the Austin History Center as outlined in the City's records control schedule.

Contractor shall work with the City in the future to develop and implement an integrated computer-based cemetery management information system to automate and make available to the public cemetery space ownership, location of burials, and available space inventory information. Contractor shall make records available to the public as required by law.

Contractor shall support the conversion of all cemetery sales and interment records to a map based cemetery records management system. Once implemented, the City intends on bringing the data to the City website for web-based public access.

#### **E. Rules and Regulations Monitoring and Enforcement**

Contractor shall post and distribute copies of the adopted City of Austin Cemetery Rules and Regulations at the designated cemetery business offices for public viewing. Contractor shall enforce cemetery rules and regulations.

**F. Sales and Account Management**

The sales function includes the sale of spaces, concrete grave liners, headstone setting and re-setting. Sales are both at the time of need and preneed. Funding mechanisms for prearrangements include cash sales, installment sales, trusts and insurance contracts.

A customer (general public or a funeral home) purchasing a burial space may enter into a financing contract with the City whereby the City agrees to sell to the customer and customer agrees to purchase from the City, real property situated in the County of Travis and State of Texas for purposes of interment. The customer shall pay the City the purchase price for the property, payable as agreed upon by both parties until the full amount of the purchase price has been paid for a period no longer than one (1) year. There shall be no penalty for prepayment of the balance.

Contractor shall not execute a deed to the customer until Contractor receives full payment for the cemetery space. No grave can be dug or body buried without a deed of ownership or the approval and consent of the City.

**Sales Contract Default:** Contractor shall notify the buyer(s) of contract default status due to non-payment, in accordance with the City's installment contract default procedures and City's intent to repossess the plot(s).

**G. Customer Service and Complaints Resolution**

Contractor shall receive, log, and address all requests from the public. Contractor is responsible for providing the public a process to communicate needs, concerns and complaints. Contractor shall maintain a website with company email address, onsite comment cards, a citizen request box accessible after hours, and business phone number(s) to facilitate customer service and timely communication. Contractor shall post a City-approved public notification sign in a conspicuous place in each business office on how to file a complaint or request assistance.

Contractor shall establish a customer complaint resolutions protocol. Contractor shall respond to non-emergency public complaints within 24- to 48-hours of receipt. Response shall include steps to be taken and timeline for resolution, or an explanation why a resolution cannot be achieved.

Contractor shall manage, monitor and resolve all complaints received from the City's 311 customer service request system, and submit a monthly report on the status and resolution of all 311 requests to the CCM. For complaints received outside the City's 311 line, Contractor shall assign an individual tracking number and include a summary of the status, resolution or disposition of each complaint in the same monthly report identified above. The City reserves the right to amend, replace or substitute the 311 customer service request system.

**H. Marketing Plan & Implementation**

Contractor shall develop, implement and manage a marketing plan for the sale of cemetery spaces and other related products and services. Contractor's marketing plan shall include at a minimum: 1) market research; 2) positioning statement; 3) offerings to customers; 4) established fee schedule; 5) budget; 6) sales strategy; 7) service strategy; 8) promotions strategy; 9) web-based marketing strategy; and 10) implementation and scheduled analysis.

**I. Monument, Marker & Headstone Coordination**

Contractor shall accept monuments upon receipt of full payment, and coordination will be made with Operations for the storage and installation of monuments, markers and headstones.

**J. Procedures Manual**

Contractor shall submit within sixty (60) days of the effective date of the agreement a procedures manual for its cemetery operations and will make it available to the CCM for review prior to adoption. Contractor shall operate, manage and maintain the cemeteries in accordance with the procedures manual.

**K. Cemetery Master Planning**

Contingent upon sufficient funding, the Parks and Recreation Department will begin a master planning process in 2013. Issues expected to be addressed may include overall conditions assessment of building and cultural landscape features, an analysis of historic design and cultural trends that inspired the landscapes of the City of Austin cemeteries, e.g. the design of Austin Memorial Park as a "memorial park." Further, the master plan will entail an overall conditions assessment of trees and other vegetation; general management guidelines; a scheduled maintenance plan including materials management; and detailed historic treatment and prioritized implementation plans for each cemetery. Further, the master plan may address policy recommendations with respect to regulations, historic designations and heritage tourism, emergency preparedness, recordkeeping, potential partnerships, service expansion and funding options.

Contractor shall work cooperatively with the City in the implementation of its future master planning process.

**L. Sales Administration and Management Performance Standards**

The following describes the minimum standards for all cemetery properties. Standards are expected to be achieved 100 percent of the time.

- Personnel are trained and skilled in assigned duties.
- Public funds are properly handled, recorded, transported and deposited.
- Cemetery facilities are properly and respectfully used.
- Financial records are properly recorded.
- Cemetery burial records are properly recorded.
- Cemetery Rules and Regulations are enforced.
- Complaints and suggestion are received, reviewed, recorded, responded to and resolved in an expeditious timeframe.
- Cemetery services are actively marketed to the public in accordance with the marketing plan.

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## II. CEMETERY OPERATIONS

### A. Administration and Management

A Contractor for this operational area shall adhere to the 1) administration and management, and 2) records management requirements as detailed in sections of the Sales Administration and Management operational areas referenced below:

- Administration and Management
- General Records Requirements

### B. Operations Management Plan

Contractor shall submit an Operations Management Plan within sixty (60) days of the effective date of the agreement for cemetery operations and will make it available to the CCM for review prior to finalizing. Contractor shall operate, manage and maintain the cemeteries in accordance with the Operations Management Plan.

### C. Monument, Marker and Headstone

**Annual Assessment:** Contractor shall at a minimum, in January and June of each year, conduct an assessment of monuments to identify those that pose a public safety concern. Following this assessment, the City and Contractor will develop a plan to address any issue identified with the monuments, including responsibility for repairs, funding and schedule. Contractor shall level and straighten markers or memorials that endanger the health, safety, comfort or welfare of the public.

**Installations:** Monuments, headstones and markers shall be installed within seven (7) days of notification by the sales office staff.

Contractor shall schedule monument deliveries in preparation for installation, ensure site layout and preparation, and install monuments. Headstones shall be handled in a manner that prevents damage.

Contractor shall ensure that upright headstones in active burial sections are horizontally and vertically aligned so that inscriptions are visible and installed to ensure a pleasing top line while compensating for ground contours.

Flat markers that are installed shall be uniform in height (parallel with the ground and no more than 1 inch above grade) and horizontally and vertically aligned.

**Maintenance:** Contractor shall ensure that headstones and markers are clean, free of debris and objectionable accumulations.

## Cemetery Operations

Administration and Management

Grounds Maintenance

Daily Custodial Services

Irrigation & Landscaping

Spoils Management & Removal

Tree Care & Monitoring

Building & Sign Maintenance

Equipment Storage

Monument Setting, Installation  
& Re-setting

Grave Leveling & Re-vegetation  
for Existing Sites



**Fee-Based Headstone Resetting:** Contractor shall schedule and reset headstones within seven (7) business days of confirmation of payment in full. For headstones that pose an endangerment to the health and safety of the public, Contractor shall mitigate the danger immediately by placing the headstone on the ground. Within ten (10) business days, Contractor shall coordinate with the sales office to contact the plot owner and offer headstone resetting services per established fee schedule. All notifications shall be transmitted in writing.

#### **D. Grounds Maintenance**

Contractor shall provide grounds maintenance in a manner that ensures the grounds are aesthetically pleasing and consistent throughout all of the cemeteries. Grounds maintenance includes the actions for the initial establishment of turf on a gravesite and the perpetual maintenance of existing gravesites, common areas, administration buildings, and other areas.

Overall, Contractor shall maintain turf that is healthy, trees and shrubs that are kept clean and safe, and roadways, curbs, and walkways that are edged and have appropriate drainage.

Grounds care requires regular and consistent maintenance procedures. Contractor shall be responsible for grounds maintenance of cemetery properties up to the edge of the street (including the area from the exterior of the fence line to the street curbside). To the extent necessary to protect public health, safety, comfort, and welfare, as well as mitigate loss and liability to the City, the Contractor shall train personnel to respect not only the solemn dignity of the cemetery, but also train all employees concerning the provisions of this agreement and the need to prevent damage to tombs, stones, and monuments.

#### **E. Utilities**

Contractor shall pay all utility expenses including internet, phone, water, electrical, gas, sewer, drainage and waste disposal to operate all cemeteries.

#### **F. Levels of Maintenance**

To establish maintenance priorities, areas of the cemetery are described in the order of those areas with the greatest visual impact to customers and visitors of the cemeteries. This order of priority is not to be interpreted by the Contractor to mean the medium and low visual impact areas are to be neglected in maintenance. The levels described here are consistent with the National Cemetery Administration Standards.<sup>1</sup>

##### ***Visually Prominent Areas***

- Interment areas
- Public information and administration buildings
- Visitor entrance to the administration building
- Entrance gate
- Restroom facilities
- Areas adjacent to the main entrance road
- Primary roads and routes to the committal service shelters
- Turf, trees and planting areas adjacent to flagpole/assembly area
- Memorial walkways/monuments
- Other buildings in prominent locations

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<sup>1</sup> National Cemetery Standards: Operations Standards and Maintenance. National Shrine Committee. Version 3.1, October 2007

***Medium Visual Impact Areas***

- Non-burial areas adjacent to secondary roads
- Areas adjacent to the maintenance building and yard
- Areas adjoining the memorial path

***Low Visual Impact Areas***

- Non-use areas
- Areas viewed within 175 feet from primary roads

**G. Irrigation**

Contractor shall schedule irrigation for cemeteries with irrigation infrastructure weekly and supplement with additional watering to prevent loss of plant material when necessary. Austin Memorial Park, Evergreen, Oakwood and Oakwood Annex cemeteries have either automatic systems or semi-automatic and manual systems. Oakwood Cemetery irrigation system is non-functioning, and Contractor shall implement irrigation per the needs of the vegetation to ensure healthy vegetation and growth.

When necessary and notified by the CCM, Contractor shall provide supplemental tree watering as per the requirements established by the City's Forestry Unit. Contractor shall comply with water conservation requirements as published by the City through the Austin Water Department.

**Watering by the Public:** Contractor shall allow the public to hand water individual plots during standard cemetery hours to supplement watering done by the Contractor. All watering shall comply with City of Austin water conservation regulations. Watering by the public does not replace or reduce the Contractor's responsibility to irrigate.

**H. Irrigation System Maintenance**

The Contractor will maintain the functional capability of the cemetery irrigation systems. Repair of sprinkler heads, valves and other irrigation system equipment and components is the responsibility of the Contractor.

Contractor shall maintain the irrigation system in working condition. Annually, the Contractor shall provide a status report of the condition of the irrigation systems and a list of repairs and improvements necessary to restore the system to operating condition.

**I. Clearing Live Vegetation Near Headstones, Curbs and Fence Lines**

Contractor shall remove all small trees (2-inch caliper or less), overgrown shrubs, and other plants growing near headstones, curbs, or other objects that could be damaged by trees or shrubs. Undesirable vegetation in or near headstones, curbs, fence lines, and other objects shall be cleared as needed but no less than quarterly. Safety hazards shall be immediately corrected.

Removal of trees that are 3 inches or greater requires prior approval in accordance with the City's tree preservation statutes and the City's Rules and Regulations.

**J. Insect Control**

Contractor shall inspect for insect problems every 1-2 weeks, and apply corrective posture in the application of pesticides. Contractor shall always treat for damaging and heavy insect infestations in accordance with the Parks and Recreation Department Integrated Pest Management Plan.

**K. Daily Custodial Services**

Contractor shall provide daily janitorial and custodial services for all cemetery facilities. Contractor shall employ or subcontract routine and emergency cleaning and repair services.

Contractor shall clean and sanitize all restrooms daily unless demand dictates a higher frequency. Contractor shall provide contact information in the restrooms to allow citizens to alert the Contractor when the restrooms are in need of attention. Care shall be furnished for all cemetery buildings. "Care" includes the maintenance of buildings and grounds required to preserve the pleasing appearance of the cemeteries.

**L. Building, Fencing & Signage**

**Initial Conditions Assessment:** The Contractor will conduct a facilities conditions assessment for compliance with all federal, state and local codes of all properties (public and non-public, as identified below) and prioritize repairs to be made within ninety (90) days of contract execution, with written and photographic evidence of condition. Such report shall be submitted to the City for review and concurrence. Initial needs identified with a value of \$5,000 or less will be completed within 24 months of the contract execution at Contractor's expense. Items greater than \$5,000 will be submitted to CCM.

**Maintenance:** Contractor shall maintain all buildings. Contractor shall be responsible for keeping the buildings clean and free of debris. Routine inspections of plumbing, HVAC, and structural components of the building shall be conducted by the Contractor on an annual basis, and submitted to the CCM no later than September 30<sup>th</sup> of each year. The City shall review inspection reports for compliance. Repairs under \$5,000 are to be completed by Contractor using the City's corrective repair requirements (to be provided upon award of contract). Contractor shall notify the City in writing of any broken or deteriorated conditions requiring repairs that exceed \$5,000 within three (3) business days.

Non-public access buildings and designated storage facilities shall be maintained to ensure aesthetic and structural integrity. Storage in these buildings shall comply with all applicable federal, state and local codes and ordinances.

Contractor at a minimum shall ensure fences, walls, and gates are repaired, replaced and maintained in good functional order. Contractor shall be responsible for sidewalk repair of 100 square feet or less. Repairs shall be made upon coordination and approval of the CCM. Contractor shall enforce placement of City-owned benches in common areas as approved by the City and consistent with City's Cemetery Rules and Regulations.

**Property Signage:** City will provide property, street and section signs as the City determines necessary to assist the public in locating gravesites. Contractor shall install, maintain and repair all signs.

**Historic Buildings:** Contractor shall be advised that all buildings located within City of Austin cemeteries are historic and some buildings may hold official historic designations. While Contractor is not responsible for major capital improvements, Contractor is advised that any improvements that result in an exterior change to any building on cemetery land must be approved by the City of Austin to ensure that all exterior changes are appropriate and properly permitted, and subject to review by the Historic Preservation Office.

**M. Hardscape Maintenance – Roads, Sidewalks**

Contractor shall maintain all hardscape areas and provide routine pothole and minor road and walkway repairs for all cemeteries. Minor road and walkway repair is defined as repairs less than \$5,000 per individual repair.

**N. Trash and Debris Management**

Contractor shall inspect and collect ground litter and maintain/empty trash cans in all cemeteries, and dispose of trash daily. Contractor shall maintain the public trash containers to ensure they are adequate in number, well-marked, clean, neat, and in good repair.

**Recycling:** Contractor shall adhere to all recycling policies administered by the City of Austin.

**O. Floral and Gravesites Tributes Removal**

Contractor shall remove unsightly flowers and deteriorated items on graves and monuments in accordance with the Cemetery Rules at least twice per year during the semi-annual cleanup campaigns. Contractor shall post signs two (2) weeks in advance at each cemetery advising the public of the scheduled clean-up events.

**P. Turf Care**

Contractor shall provide turf care as described below. Turf care includes all labor, materials, superintendence, machinery, insurance, equipment, supplies, tools, incidentals and services to maintain in superior condition all areas in the developed sections of the cemeteries. The activities are to include mowing, edging, fertilizing, weed and pest control, irrigating, and planting grass and vegetation as required. At a minimum, maintenance standards which call for mowing and trimming will be to keep the grounds in an aesthetically pleasant and safe condition. Such mowing and trimming shall be accomplished on an average 7-14 day cycle adjusted for seasonal demands. Line trim every cycle. Turf aeration shall be conducted once per year in all areas.

Contractor shall reseed or sod over non-shaded bare spots in late spring and fall. Approved grasses include hulled Bermuda 3 lbs. per 1,000 sq. ft. and 6 lbs. winter rye per 1,000 sq. ft. in fall. Contractor shall ensure visually prominent areas have a well-established, healthy stand of turf that is weed-free, free of bare areas, and maintained for the region according to the Operations Management Plan.

The turf planted by the Contractor and/or the Contractor's subcontractor shall be compatible with the geographic region, drought resistant and free of debris, (i.e., leaves, fallen branches and trash/litter). Visually prominent areas shall be kept cleared of debris as needed or at a minimum weekly. Turf damage due to grounds maintenance tasks shall be identified and corrective action initiated by close of business the same day.

**Q. Turf Maintenance**

Contractor shall ensure that turf maintenance activities do not detract from the overall function of the cemetery. Contractor shall be responsible for mowing, edging and trimming all grass within the cemetery. All areas where grounds maintenance activities have been conducted are neat, clean, and free of debris and equipment at the end of the workday. Necessary personal protective equipment and safety measures shall be adhered to at all times during grounds maintenance operations. Turf in visually prominent areas is maintained within 1 inch above the range of that which is professionally recommended for that type of turf and region. Turf surrounding a headstone or marker is trimmed to its recommended height of 2½ inches to 3 inches. There shall be no signs of "grass burns" caused by mowers. There shall be no signs of turf

being “scalped” by string trimmers. Contractor’s employees shall prevent trimmer lines from coming into contact with the trees, bushes, stones, tombs, and monuments. Any damage resulting from Contractor’s work shall be the responsibility of the Contractor.

Contractor shall ensure all un-mowed grass around headstones, monuments, markers, and other vertical surfaces and structures are trimmed. When trimming near stones, tombs, and monuments, Contractor shall ensure the cuttings are ejected away from the monument or headstone. This will help prevent any objects (such as rocks or sticks, etc.) from being thrown toward fragile monuments, thereby minimizing the potential for accidental damage.

All streets, curbs, walkways, tree wells and shrub beds shall be edged inside and outside cemetery grounds. Damage to asphalt/concrete shall be avoided. Debris from edging shall be removed from the site on the same day. Walkways and roads shall be cleared of grass clippings and leaves after mowing, weed-eating, edging, and trimming.

Turf shall be cut to maintain heights between 2½ inches and 3 inches. Mowing will be inspected by the CCM or designee. No mower will be operated within 12 inches of trees, any marker, monument, headstone, footstone or other memorial. Do not mow over buttress roots of existing large trees. All turf between these markers and mown areas must be trimmed using a filament line trimmer equipped with line no heavier than 0.08-inch.

## **R. Equipment**

Contractor shall acquire and own all equipment and portable structures necessary for the performance of this SOW. Contractor shall be responsible for the maintenance and replacement of any equipment. City may grant Contractor the right to store certain equipment in a designated area approved by the City exclusively used for sole purpose of performing responsibilities of City of Austin cemeteries. Storage shall not exceed the storage space authorized by the City.

Riding mowers may not be used within 12 inches of headstones, markers, monuments, tree or other vertical surfaces. Commercial power trimmers and power edgers shall be used to trim grass from around trees, headstones, monuments, markers, etc. Cutting blades on mowing and trimming equipment must be sharpened so that grass tips are properly cut, not torn or damaged. Cutting heights of all mowing equipment shall be set according to heights specified in in this SOW. The height of grass is what is measured to get correct cutting height.

The Contractor shall, as much as possible, use equipment which uses fuel that is more environmentally friendly (propane, electric, CNG etc.).

**Fuel Management:** Contractor shall adhere to all state and federal laws that apply to storage of fuel, to include proper storage containers and inspection from the Austin Fire Department. Contractor shall store no more than 50 gallons of fuel on a temporary basis.

## **S. Aerification**

Contractor shall aerate non-burial areas once per year. To prevent the germination of weeds, aerification shall not be performed during the spring months. Aerification shall be a minimum of a 3-inch core plug extracted at not less than 6-inch square spacing. Aerification shall not cause damage to surrounding trees, tree roots, vegetation or structures to include sprinkler heads, vases, valve boxes, and control markers.

## **T. Fertilization and Weed Control**

Contractor shall be responsible for maintaining the turf area of the cemetery and the immediate area surrounding the cemetery in a healthy, visually pleasing condition with proper application of fertilizers and herbicides to control weeds and insect pests, in accordance with the Parks and Recreation Department Integrated Pest Management Plan. Herbicides will be used as a last resort, per Integrated Pest Management Plan principles. Cultural and mechanical pest control practices will be used preferentially.

Contractor shall adhere to all state and federal laws that apply to spraying herbicide and pesticides. All applicators shall be licensed and all records will be transmitted to the CCM on a semi-annual schedule.

**Fertilizer Application:** Contractor shall have soil tested before applying fertilizer. A copy of the soil test results shall be provided to the CCM for approval prior to the fertilizer purchase. Contractor shall provide and apply fertilizer in the spring and/or fall according to the annual soil test. Documentation of compliance with the soil test application rate shall be provided to the CCM within five (5) working days of fertilizer application. Examples of suitable documentation include the fertilizer purchase order, invoice, or delivery document.

**Weed Control:** Contractor shall control weeds year round in all burial sections, landscape beds, tree wells, and around all buildings, walkways and roadways.

Contractor shall ensure that all turf weed growth be controlled by means of mowing, trimming, pesticide application or any other method approved by the CCM. Herbicide applications for the control of broadleaf and grassy weeds shall be applied as requested by the CCM. The CCM may determine the exact number of applications to achieve the desired control. Additional spot applications may be required at no extra cost to the City. Contractor shall provide the CCM information on the type of herbicide and rate of application for review and prior approval. Weed control shall be performed according to the Parks and Recreation Department Integrated Pest Management Plan. Herbicides will be used as a last resort, per Integrated Pest Management Plan principles. Cultural and mechanical pest control practices will be used preferentially.

Record(s) of pesticides/herbicides applied (type, amount, application area, weather conditions) shall be furnished to CCM within five (5) days of application. Appropriate signs (with application date and time) shall be posted in accordance with Texas Department of Agriculture notification requirements informing the public five (5) days prior to chemical application.

Contractor shall remove weeds and other undesirable vegetative growth in gravel roads, gravel pads, walkways, sidewalks, retaining walls and fence lines during each mow cycle, but no less than once every fourteen (14) calendar days.

## **U. Leveling of Existing Graves**

The City is committed to maintaining existing gravesites to be level with surrounding terrain. Existing graves shall not show evidence of standing water.

The Contractor will conduct an assessment that will provide a review of all existing gravesites and a priority schedule for leveling. This report will be due within 180 days of contract initiation.

## **V. Comprehensive Tree Survey and Annual Tree Maintenance Work Plan**

Contractor shall conduct an initial tree survey consistent with the City of Austin Environmental Criteria Manual within six (6) months and shall include all trees with a diameter at breast height (DBH) of three (3) inches or larger.

Contractor shall conduct a Level Two Basic tree risk assessment per ANSI A300 Part 9 standards at least once every five (5) years and a Level 1 visual basic inspection at least once every year on all trees included in the initial survey. The assessment shall be conducted by an International Society of Arboriculture (ISA) certified arborist. The results shall be reported to the CCM. From those assessments, Contractor shall submit an annual tree maintenance work plan subject to prior approval from the CCM and the City's Urban Forester, prior to any tree maintenance performed. The Contractor shall perform all tree maintenance included in the annual plan within ten (10) months.

#### **W. Tree Maintenance**

Contractor shall be responsible for tree maintenance. Tree maintenance includes tree removal, tree pruning, tree planting, and the assessment of tree health. All tree work shall be directly supervised or performed by an ISA certified arborist. The Contractor shall obtain all required permits for tree maintenance. Contractor's Operations Management Plan shall include a specific section for tree maintenance as follows:

##### **Tree, Shrub, Planting Bed Maintenance**

- Trees and shrubs shall be maintained in a healthy, vigorous condition free of pests and disease. Trees and shrubs shall be trimmed and maintained at a proper size and shape for its particular size and type according ANSI A300 and Z133 standards. Trees shall be maintained in a condition free of broken limbs or branches.
- Contractor shall trim and prune trees to raise canopies and ground level branches a minimum of 8 feet for ADA compliance or as needed for necessary grounds maintenance activities. Canopies will not be raised in "undeveloped" areas unless there is an ADA or grounds maintenance need. Young trees are excepted from this requirement.
- Ornamental trees and shrubs shall be maintained so that they enhance and do not detract from the appearance of public areas or pose a hazard to staff and visitors.
- Cemetery planting beds shall be well maintained and attractive.
- High maintenance areas, in which turf is not a part of the cemetery design, shall be maintained in a manner that is appropriate for the medium in place.
- If damaged trees and shrubs pose an imminent safety risk to staff and visitors, the Contractor shall secure the fall zone area immediately, and take corrective action within three (3) days.
- Work consists of maintaining shrubs and trees in a healthy and attractive condition by proper pruning, removal of dead branches, cultivation and mulching techniques. Within two (2) working days, Contractor shall notify the CCM of any serious pest infestation in trees and planting beds. Pruning should focus on maintaining tree structure, form, health and appearance.
- Personnel shall be properly trained in the operations they are to perform. If pesticide sprays are used, the person in direct charge shall be licensed by the state. All tree and shrub pruning and hedge trimming shall comply with ANSI A300 (Part 1) – 200 Pruning and companion publication "Best Management Practices" (2002 ISA) and shall be directly supervised by an ISA certified arborist.

**Pruning/Trimming**

- Tree care and maintenance operations shall comply with ANSI A300 and Z133.1, the Standard of Care for trees and plants in Austin. All pruning cuts shall be made according to ANSI A300 (Part 1) Standards.
- Trees shall be kept free of suckers, dead tree parts over 2 inches in diameter, and broken branches.
- Conforming to the current pattern of growth, at the direction of the CCM, Contractor shall trim shrubs/hedges monthly during summer months/growing season. Shrub trimmings shall be removed. Shrub area shall be kept free of shrub trimmings and any other debris.
- Contractor shall recommend to the CCM corrective action to address trees/branches that are identified as a safety risk to staff and visitors. Recommendation shall be provided to the CCM within ten (10) business days of notice. The CCM will respond to the Contractor's corrective action recommendation within five (5) business days with a determination regarding permission to proceed with corrective action. The Contractor will then be responsible for obtaining any required permits necessary to implement the recommended corrective action(s). Corrective action shall be completed within thirty (30) days.
- Contractor shall ensure that no more than 25 percent of live foliage should be removed without securing the proper City permit.
- The Contractor shall implement standard work procedures that minimize the possibility of limbs or debris damaging or injuring vehicles, private property, or pedestrians.
- In locations where ordinary tree felling operations might cause damage to property, the Contractor must dismember and fell trees using recognized forestry rigging practices as stated in the most current revision of ANSI Z133 (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is under control at all times.
- The Contractor must grind stumps of removed trees to ground level and reestablish grass on the site.

**Planting**

- Contractor shall ensure any donated plant material offered for installation shall be subject to approval by the CCM prior to acceptance of the donation. All plant material shall comply with ANSI Z60.1 and shall consist of native or adapted non-invasive species. Plant material shall be installed and maintained by the Contractor or as determined by the CCM.
- Trees shall be planted in accordance with ANSI A300 (Part 6) Standards. All new trees shall be staked using flexible ties for up to three (3) years following planting. Any tree showing adverse effect from high winds shall also be staked. Staking shall be removed after three (3) years.
- Trees, which have been damaged in any way, shall be reported to the CCM without delay. All plant material damaged by the Contractor shall be replaced at Contractor's expense.
- The Contractor shall provide the equivalent of 1 inch of precipitation per week of irrigation to newly planted trees for a period of three (3) years following planting.

**Mulch Rings**

- At the direction of the CCM, Contractor shall construct mulch rings around any newly planted trees, and/or young trees exposed to damage by mowers, trimmers or any other type of mechanical damage. The ring shall have a radius of no less than 3 feet



from the tree trunk base and mulch materials shall be at least 3 inches from the base of the tree, monuments and headstones. The ring shall be filled and maintained with no less than 2 inches and no more than 4 inches of double-shredded hardwood mulch as per ANSI standard, A300 Part 2 – Soil Management. Mulch material is supplied by the Contractor. Mulch material must be aesthetically pleasing, free of any weeds or pests, and be approved by the CCM before installation. The mulch rings shall be kept free of weeds.

- Mulch shall be applied to mature tree critical root zones when it does not interfere or impede monuments or cover burial sites.

#### **X. Ball Moss Removal and Enforcement**

Contractor shall submit a supplemental proposal for the removal of ball moss from trees every two years for each cemetery. Removal costs should be calculated by the size of the trunk of the tree, based on 0"-10", 11"-20", 21"-30", 31"+ diameter at breast height (DBH).

#### **Y. Brush Removal**

All brush and debris will be collected and deposited into a roll-off dumpster in a concealed area approved by the CCM until job is complete or dumpster is full. Safety hazards shall be immediately corrected.

All wood chips, brush, limbs, and logs, unless otherwise specified and approved by the CCM, shall be disposed of at the City of Austin Hornsby Bend Processing Center to ensure that 100 percent recycling is met for woody material.

#### **Z. Spoils Management**

Contractor shall be responsible for the general management of cemetery spoils generated.

Only in the event of prolonged inclement weather and with approval of the CCM, Contractor, burial service providers, or subcontractors may be allowed to temporarily store spoils for no more than three (3) working days once conditions have improved. Temporary storage will only be allowed with a visual barrier to be approved by the CCM.

#### **AA. City of Austin Responsibilities**

**Major Infrastructure Development and Improvements:** The City of Austin is responsible for new major infrastructure development to include: roadway development; installation of complete new irrigation systems; platting; surveying and laying-out of new sections of cemetery land; building restorations; new buildings; and major landscaping installations of new section development.

#### **BB. Cemetery Operations Performance Standards**

The following describes the minimum quality maintenance standards for all cemetery properties. Standards are expected to be achieved 100 percent of the time.

- All operational activities are included in an Operations Management Plan and reviewed and updated annually.
- Daily grounds maintenance activities do not detract from the dignity and solemnity of the cemetery.
- Turf is free of debris, fallen branches and trash.
- All areas where cemetery operations have been conducted are neat, clean and free of debris and equipment at the end of the workday.

- Debris, equipment, tools and supplies are removed at the conclusion of each task or at the end of the workday.
- Spoils are collected, transported and disposed of daily.
- Central trash and brush collection points established in locations are screened from public view.
- Planting beds are well-maintained, attractive, healthy and vigorous, free of pests and disease, and are generally weed free.
- Trees and shrubs are healthy, vigorous, free of pests and disease, and are maintained in accordance with the Operations Management Plan and ANSI standards.
- Visually prominent areas have a well-established, healthy stand of turf and are generally free of bare areas.
- Visually prominent areas in the cemetery are properly trimmed and edged.
- Areas surrounding headstones and other features show turf trimmed to recommended mowing height.
- Headstones and markers are handled and stored to prevent damage prior to and during setting.
- Roads, parking lots, curbs, walks, paths, entry features, and perimeter walls/fences are clean and well-maintained.
- Grounds are maintained in a manner that avoids safety hazards for visitors and staff.
- Safety hazards (holes, pests, hazardous trees and branches, sprinkler heads, etc.) are identified and corrective action initiated within the same workday.
- Trash is collected, disposed of, and does not detract from cemetery appearance.
- Publicly used trash containers are adequate in number, well-marked, clean, neat, and in good repair.

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### III. INTERMENTS & BURIAL SERVICES

#### A. Administration and Management

A Contractor for this operational area shall adhere to the 1) administration and management, and 2) records management requirements as detailed in sections of the Sales Administration and Management operational areas referenced below:

- Administration and Management
- General Records Requirements

#### B. Space Opening/Closing, Interments and Burial Services

Contractor shall bury remains presented for interment in the designated burial space. In a timely manner, Contractor shall prepare the ground to receive a body without covering or damaging other graves. Contractor will ensure that the depth of each grave complies with state regulations and City Code. Contractor will superintend (manage) the burial of the body, refill and properly finish a grave after burial.

Contractor shall collect, transport and dispose of all remaining spoils after each grave closing. Only in the event of prolonged inclement weather and with approval of the CCM, Contractor, burial service providers, or subcontractors may be allowed to temporarily store spoils for no more than three (3) working days once conditions have improved. Temporary storage will only be allowed with a visual barrier to be approved by the CCM. Spoils shall be taken to a City of Austin approved non-cemetery disposal site.

#### C. Plot Ownership Confirmation Prior to Burial

Contractor shall be responsible for obtaining and confirming space ownership documentation. Confirmation shall occur prior to opening of gravesite and burial. Gravesite preparation shall be accomplished in a timely fashion, so as not impede scheduled services.

#### D. Grave Preparation/Funeral Set-up

Contractor shall retain ultimate responsibility for grave preparation/funeral set-up services. Process shall include locating grave space, marking the spaces for excavation, and avoiding tree-root zones during excavation as appropriate.

#### E. Closing of Gravesites

New gravesites are to be cleared, tamped sunk, and leveled with the surrounding terrain within seven (7) calendar days of burial services. Within twenty (20) calendar days following initial leveling, perform a follow-up leveling for re-vegetation. Re-vegetation consists of seeding using existing turf or planting new sod. Re-vegetate areas as needed and as feasible to maintain

## Interment & Burial Services

Administration and Management

Plot Ownership Verification

Space Opening / Closing &  
Re-interments

Pre- & Post-Graveside Service  
Set-up & Clean-up

Grave Leveling & Re-vegetation  
For New Burials

consistent turf coverage within thirty (30) calendar days of the burial service. New graves shall not show evidence of standing water.

**F. Grave Liner Installation**

Contractor shall have equipment and personnel to safely prepare and install grave liners as requested for burial services.

**G. Re-interments**

Contractor shall provide staff and equipment to provide disinterment and re-interment services when requested and authorized by the City.

**H. Pre- & Post-Graveside Service/Set-up & Clean-up**

Contractor shall perform all aspects of pre- and post-graveside service, including planning, preparation, coordination, installation, repairing, de-installation, removing, cleaning, clearing and maintenance of all supplies, equipment acquisition and management, and services associated with memorial and graveside services.

**I. Tent Set-up, Removal, and Storage**

Contractor shall be responsible for gravesite tent set-up. Tents shall be secured with ropes and stakes. All tent stake heads shall be covered with a bar guard or marked with a distinct bright color. The lowering device shall be elevated and level to knee height. All boards and blocks used to level the set-up shall be stable. The lowering device shall be opened to a length and width accommodating the casket, and the straps are drawn tight and locked. Safety straps and rollers shall be used on all set-ups. All lowering devices should be professionally serviced at least once a year.

**Chairs and Set-up**

- A full set of green carpet shall be used. The T's and sides shall extend into the grave to cover the dirt. The entire area under the tent shall be covered with green carpet.
- Each chair shall be checked to ensure it is stable and on good footing. Any unstable chairs must be moved or corrected.
- Any set-up on a hill shall have chairs on the upper side facing the downgrade.

**Tear Down**

- Unless local customs or family preferences dictate otherwise, at least one member from the Contractor's burial crew remains onsite until the family has left the cemetery.
- Lowering the casket, tearing down the set-up and placing the lid shall be conducted in a professional, careful, and considerate manner.

**J. Equipment**

Contractor shall acquire and own all equipment and portable structures necessary for the performance of this SOW. Contractor shall be responsible for the maintenance and replacement of any equipment. City may grant Contractor the right to store certain equipment in a designated area approved by the City exclusively used for sole purpose of performing responsibilities of City of Austin cemeteries. Storage shall not exceed the storage space authorized by the City.

**K. Procedures Manual**

Within sixty (60) days of the effective date of the agreement, Contractor shall submit a procedures manual for interment and burial operations and shall make it available to the CCM

for review prior to adoption. Contractor shall provide services in accordance with the procedures manual.

**L. Interment and Burial Services Performance Standards**

The following describes the minimum quality maintenance standards for all cemetery properties. Standards are expected to be achieved 100 percent of the time.

- Each day's burial site(s) present a neat appearance prior to burial.
- Integrity of existing graves around the worksite is preserved.
- Corrective action to repair damage as a result of graveside preparation is initiated by close of business the same day.
- Open graves are identified and protected by appropriate devices while unattended.
- Each day's burial site(s) are covered, initially groomed, marked, and presentable for visitors before close of business each day.
- All spoils are removed from site to a City of Austin approved disposal site.

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## General Responsibilities

Contractor shall obtain all necessary licenses and/or permits required to perform services outlined in the SOW. Contractor shall take all precautions necessary to protect persons and property from injury or damage. Contractor shall be responsible for any injury to itself, its employees, or others, as well as for any damage to personal or public property that occurs during the performance of a resultant contract that is caused by Contractor or Contractor's employees' fault or negligence. Contractor shall maintain personal liability and property damage insurance prescribed by the City and the laws of the State of Texas.

Contractor shall preserve the health, appearance, and aesthetic value of all trees/shrubs while preventing damage to human life, property and the ecosystem. Contractor shall demonstrate a clear understanding of and sensitivity to environmental issues. Performance shall be consistent and fully compliant with all applicable federal, state, county and city laws. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be used. Contractor shall perform required services with the least possible interference with cemetery operations or annoyance to the public. Contractor and its subcontractors shall be qualified and trained to do the work and services outlined. All tools shall be clean, sharp, in proper working order, and shall be checked for safety prior to use.

Contractor shall be responsible and accountable for the grounds, buildings and amenities provided for Contractor's use and shall take all necessary precautions to prevent herbicide spills, fire hazards, odors and vermin.

## Laws, Statutes and Governmental Requirements

Chapter 10-1 of the Austin City Code sets forth certain regulatory standards for the administration and management of Austin cemeteries. A cemetery, as defined by Austin City Code, is the use of land that is dedicated for cemetery purposes for the burial of the dead, including columbarium, crematoriums, mausoleums, and mortuaries.

Contractor shall comply with all applicable laws, statutes, and governmental provisions prevailing during the term of this SOW, including the following:

- Compliance with Austin City Code, Chapter 10-1, Cemeteries ([http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title10publichealthservicesandsanitation/chapter10-1cemeteries?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin\\_tx](http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title10publichealthservicesandsanitation/chapter10-1cemeteries?f=templates$fn=default.htm$3.0$vid=amlegal:austin_tx))
- City of Austin Cemetery Rules and Regulations (<http://www.austintexas.gov/departments/cemeteries>)
- Health and Safety Code, all provisions relating to municipal cemeteries. <http://codes.lp.findlaw.com/txstatutes/HS>
- Tree Preservation – Environmental Criteria Manual, Chapter 3, Tree and Natural Area Preservation ([http://austintech.amlegal.com/nxt/gateway.dll/Texas/enviro/section3-treeandnaturalareapreservation?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin\\_enviro](http://austintech.amlegal.com/nxt/gateway.dll/Texas/enviro/section3-treeandnaturalareapreservation?f=templates$fn=default.htm$3.0$vid=amlegal:austin_enviro))
- Compliance with Austin City Code, Chapter 6-3, Trees and Vegetation ([http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title6environmentalcontrolandconservation/chapter6-3treesandvegetation?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin\\_tx](http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title6environmentalcontrolandconservation/chapter6-3treesandvegetation?f=templates$fn=default.htm$3.0$vid=amlegal:austin_tx))
- Texas Department of State Health Services (<http://www.dshs.state.tx.us/default.shtm>)

- Chapter 711. General Provisions Relating to Cemeteries. Texas Health and Safety Code  
<http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.711.htm>
- Chapter 713. Local Regulation of Cemeteries. Texas Health and Safety Code  
<http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.713.htm>
- American National Standards Institute (ANSI): A300 and Z133.1 <http://webstore.ansi.org/>
- OSHA (<http://www.osha.gov/index.html>)
- City of Austin Local Government Records Control Schedule for Cemetery Unit approved and adopted 5/18/09 by the Texas State Library Commission (Exhibit A)

## **Definitions**

Cemetery terms contained in this section shall take the definitions as defined in the Texas Health and Safety Code.

## **Attachment A**

### **Pricing Proposal Form Instructions**

As this RFP allows for Proposers to respond to all or part of the requested services (Operational Areas), the Proposer shall submit a Pricing Proposal Form for all five cemeteries for each Operational Area proposed. Proposer shall use Attachment "A", Pricing Proposal Form, to provide pricing for each Operational Area and Supplemental Services.

If Submitting a proposal for the Operational Area "Cemetery Operations" (section II of the Pricing Proposal Form), pricing must also be submitted for Supplemental Services (section IV).

There are three Operational Areas and one Supplemental Service:

- I. Sales, Administration, and Management
- II. Cemetery Operations
- III. Interment and Burial Services
- IV. Supplemental Services (Ball Moss Removal, Facility Assessment and Monuments Assessment are services related to Section II, Cemetery Operations)

A Pricing Proposal must be submitted for each of the five cemeteries per Operational Area for which a proposal is submitted. Proposer shall not submit a Pricing Proposal for only one or some of the cemeteries, but rather all of the cemeteries. Indicate with a check-mark at the top of the Pricing Proposal Form, the cemetery for which pricing is being submitted.

For example; if submitting a proposal for the Interment and Burial Services Operational Area, submit a Pricing Proposal for each of the five cemeteries with pricing for Section III, Interment and Burial Services of Attachment A completed; a total of five Pricing Proposals will be submitted, one for each cemetery with Section III of the Pricing Proposal completed. This applies to each Operational Area.

If submitting a proposal for more than one Operational Area, submit a Pricing Proposal for each cemetery per Operational Area proposed.



**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER  
RFP 8600 SAP0101**

**1. PROPOSAL FORMAT**

It is important to understand that all proposals shall be submitted in the following format.

Submit one (1) single-sided original, eight (8) double-sided printed copies, and one (1) electronic version of the complete proposal. The electronic version must be in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original".

The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Include with your proposal all documents as stated on page 2 of the Offer Sheet:

- |                        |  |
|------------------------|--|
| • Cover Page           | Offer Sheet  |
| • Section 0605         | Local Business Presence Identification Form                    |
| • Section 0700         | Reference Sheet  |
| • Sections 0800 - 0835 | Certifications and Affidavits (return all applicable Sections) |
| • Attachment A         | Pricing Proposal for proposed Operational Area                 |
| • Attachment B         | MBE/WBE Procurement Program Package (Compliance Plan)          |

Use tabs to divide each part of your proposal.

Provide a Table of Contents.

Throughout proposal provide details, pictures, graphs, examples, and any additional information that you feel clearly demonstrates to the City your company's, program, solution, systems, experience, and complete understanding of the requirements of this Request for Proposal.

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. Executive Summary shall specify which Operational Area(s) are being proposed.

The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - 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

Provide the name, title, mailing address, e-mail address, and telephone number for Proposer's authorized negotiator.

- B. **Part II - 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.

Outline your plan and clearly identify implementation start and completion dates for each component of the proposed operation(s), equipment, employee training and customer service procedures and policies.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER  
RFP 8600 SAP0101**

- C. **Part III - Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
- i. Include a description of your company's sustainable practices, equipment, and training.
  - ii. Provide a list of equipment to be used.
  - iii. Include copies of any current permits, licenses, and certifications.
  - iv. A description of your program. Detail the steps, equipment, personnel, tasks, and any other information in proceeding with the execution of services for each Operational Area proposed, as outlined in each Operational Area section of the Scope of Work:

Section I. Sales Administration and Management, items A through L  
Section II. Cemetery Operations, items A through BB  
Section III. Interments and Burial Services, items A through L
  - v. The technical factors that will be considered in each section above, and the depth to which each will be treated.
  - vi. The degree of definition provided in each technical element of your plan.
  - vii. The points at which written, deliverable reports will be provided.
  - viii. Provide details on how each function/task will be executed.
  - ix. Describe any foreseen project issues and your approach in addressing those issues.
  - x. Reference issues seen on similar scoped projects, and the overall approach to mitigate those and other issues.
  - xi. Describe your company's methods to successfully complete the work; your understanding of the techniques and sequencing required; and how your company will interface with the City's appointed representative.
  - xii. Provide any other information that you feel demonstrates your company full understands of the requirements of the Scope of Work.
  - xiii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- D. **Part IV - 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.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER  
RFP 8600 SAP0101**

Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

- F. **Part VI - 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.
- i. Provide all resumes.
  - ii. Provide the number of staff and supervisors who will be on-site during business hours.
  - iii. Describe staff training for certifications to include courses and frequency of training in customer services and safety procedures.
  - iv. Describe the training program for all positions per Operational Area proposed. Include training to encourage and enhance job performance and advancement.
  - v. Provide details on customer service programs and other quality control system that will be employed by your company at each location.
  - vi. Provide description of employee's uniforms, specific duties, staff/supervisors assignments. Include a list of job titles, job descriptions/responsibilities, and minimum wages for all proposed staff.
  - vii. If using subcontractors, describe the subcontractor's placement in the overall approach to the project.
- G. **Part VII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. 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. 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. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- H. **Part VIII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER  
RFP 8600 SAP0101**

- ii. 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.
  - iii. 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.
  - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- I. **Part IX - 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.
- J. **Part X - 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.
- K. **Part XI - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- L. **Part XII – Pricing Proposal:** Information described in the following is required from each Proposer. As this RFP allows for Proposers to respond to all or part of the requested services (Operational Areas), the Proposer shall submit a Pricing Proposal Form for all five cemeteries for each Operational Area proposed. Proposer shall use Attachment "A", Pricing Proposal Form, to provide pricing for each Operational Area and Supplemental Services.

If Submitting a proposal for the Operational Area "Cemetery Operations" (section II of the Pricing Proposal Form), pricing must also be submitted for Supplemental Services (section IV).

There are three Operational Areas and one Supplemental Service:

- I. Sales, Administration, and Management
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- IV. Supplemental Services (Ball Moss Removal, Facility Assessment and Monuments Assessment are services related to Section II, Cemetery Operations)

A Pricing Proposal must be submitted for each of the five cemeteries per Operational Area for which a proposal is submitted. Proposer shall not submit a Pricing Proposal for only one or some of the

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER  
RFP 8600 SAP0101**

cemeteries, but rather all of the cemeteries. Indicate with a check-mark at the top of the Pricing Proposal Form, the cemetery for which pricing is being submitted.

For example; if submitting a proposal for the Interment and Burial Services Operational Area, submit a Pricing Proposal for each of the five cemeteries with pricing for Section III, Interment and Burial Services of Attachment A completed; a total of five Pricing Proposals will be submitted, one for each cemetery with Section III of the Pricing Proposal completed. This applies to each Operational Area.

If submitting a proposal for more than one Operational Area, submit a Pricing Proposal for each cemetery per Operational Area proposed.

2. **TRAVEL:**

Contractor's travel expenses must be included in the overall Pricing Proposal. Travel may not be billed directly to the City.

3. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

4. **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.

5. **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 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.

The following is a description of items to receive consideration in the evaluation of proposal for each Operational Area for the Management, Operations, and Maintenance of Austin Cemeteries. Following each description are the evaluation points associated with the item. TOTAL POSSIBLE POINTS EQUALS TO 100. The City may in its sole discretion, elect to conduct interviews with all or a short list of the highest evaluated, most-qualified Proposers and may award up to a maximum of 25 points for the interview, thereby establishing 125 as the maximum total points available for Proposers. If no interviews are conducted, the total maximum points available will be 100.

The requested information applies equally to single firms and joint ventures regardless of the number of firms partnering in the joint venture. Proposals which do not include information for the evaluation of all evaluation items may not be thoroughly reviewed or may be rejected as non-responsive.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER  
RFP 8600 SAP0101**

<b>Evaluation Factor No.</b>	<b>Title</b>	<b>Maximum Point Value</b>
1	PROGRAM AND SYSTEM CONCEPT AND SOLUTIONS	30
2	DEMONSTRATED APPLICABLE EXPERIENCE AND PERSONNEL QUALIFICATIONS	20
3	UNDERSTANDING THE CITY'S REQUIREMENTS	20
4	PRICING PROPOSAL	30
5	LOCAL PRESENCE	10
6	OPTIONAL INTERVIEWS	25

**1. EVALUATION FACTOR 1: PROGRAM AND SYSTEM CONCEPT AND SOLUTION (30 points)**

The program concept and solutions proposed in response to the Scope of Work is thorough and complete. Proposal provides all details as required in the Scope of Work and any additional information. Proposer's plan and procedures are clearly identified with start and completion dates for each component of the operation, equipment, personnel, and tasks. Technical plan for accomplishing the required work includes tasks, sub-tasks, milestones, and decision points related to the Scope of Work.

**2. EVALUATION FACTOR 2: DEMONSTRATED APPLICABLE EXPERIENCE AND PERSONNEL QUALIFICATIONS (20 points)**

Experience and related education as shown on resumes of proposed personnel assigned to the project, especially experience, customer service, and staffing plan.

**3. EVALUATION FACTOR 3: UNDERSTANDING CITY REQUIREMENTS (20 points)**

Proposer has a full understanding of the requirements as demonstrated through the concept of the program and plan to accomplish.

**4. EVALUATION FACTOR 4: PRICING PROPOSAL (30 points)**

Pricing Proposal for each Operational Area proposed. The Proposal with the lowest overall pricing proposal per Operational Area will be awarded the maximum points; other proposers are awarded points on a pro-rated basis. The Pricing Proposal for each Operational Area will be evaluated separately.

**5. EVALUATION FACTOR 5: LOCAL 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

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER  
RFP 8600 SAP0101**

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

**6. EVALUATION FACTOR 6: OPTIONAL INTERVIEWS (25 points)**

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- i. The point difference between the first and second ranked Proposer is less than five points.
- ii. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest to the City.
- vii. The City reserves the right to determine whether an interview will be conducted for every solicitation/project.

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
**Please Complete and Return This Form with the Offer**

Solicitation Number: RFP 8600 SAP0101

Offeror's Name Gene Bagwell - Interment Services Inc.

Date Feb 20, 2013

The Offeror shall furnish, with the Offer, the following information, for at least **5** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

**Add Reference**

Company's Name	State of Texas, Texas Veterans Land Board		
Name of Contact	Jack Slayton	Contact Title	Director, Texas State Veterans Cems.
Present Address	1700 N. Congress Ave.		
City	Austin	State	Texas
		Zip Code	78701
Telephone Number	(512) 463-5977	FAX Number	(512) 475-2294
Email Address	Jack.Slayton@Glo.Texas.Gov		

Company's Name	Weed-Corley-Fish Funeral Home		
Name of Contact	Laurens Fish	Contact Title	Owner
Present Address			
City	Austin	State	Texas
		Zip Code	
Telephone Number	(512) 452-8811	FAX Number	
Email Address			

Company's Name	Cook Walden Funeral Home		
Name of Contact	Charles Walden Sr.	Contact Title	Principal
Present Address			
City	Austin	State	Texas
		Zip Code	
Telephone Number	(512) 617-8545	FAX Number	
Email Address			



Company's Name	Harrell Funeral Home		
Name of Contact	Jason Harrell	Contact Title	Owner
Present Address			
City	Austin	State	Texas Zip Code
Telephone Number	(512) 443-1366	FAX Number	
Email Address			

Company's Name	Texas State Cemetery		
Name of Contact	Harry Bradley	Contact Title	Director
Present Address			
City	Austin	State	Texas Zip Code
Telephone Number	(512) 415-4901	FAX Number	
Email Address			

Company's Name	Beck Funeral Home		
Name of Contact	Blake Henderson	Contact Title	Owner
Present Address			
City	Round Rock	State	Texas Zip Code
Telephone Number	(512) 244-3772	FAX Number	
Email Address			

Company's Name	King Tears Funeral Home		
Name of Contact	Barry Franklin	Contact Title	Owner
Present Address			
City	Austin	State	Texas Zip Code
Telephone Number	(512) 476-9128	FAX Number	
Email Address			

Company's Name	Thomason Funeral Home		
Name of Contact	Dwayne Thomason	Contact Title	Owner
Present Address			
City	San Marcos	State	Texas Zip Code
Telephone Number	(512) 396-2300	FAX Number	
Email Address			

Company's Name	Greenwood Cemetery		
Name of Contact	Sue Shaw	Contact Title	Sexton
Present Address			
City	Austin	State	Texas Zip Code
Telephone Number	(512) 276-7884	FAX Number	
Email Address			

Company's Name	Fiskville Cemetery		
Name of Contact	Jessie Williams	Contact Title	Sexton
Present Address			
City	Austin	State	Texas Zip Code
Telephone Number	(512) 576-0194	FAX Number	
Email Address			

Company's Name	Driftwood Cemetery		
Name of Contact	Bob or Judy Templeton	Contact Title	Sexton
Present Address			
City	Driftwood	State	Texas Zip Code
Telephone Number	(512) 894-0062	FAX Number	
Email Address			

Company's Name	Haynie Chapel		
Name of Contact	Roann Stockman	Contact Title	Sexton
Present Address			
City	Garfield	State	Texas Zip Code
Telephone Number	(512) 496-6916	FAX Number	
Email Address			

Company's Name	Wimberly City Cemetery		
Name of Contact	Bill Breedlove	Contact Title	Sexton
Present Address			
City	Wimberly	State	Texas Zip Code
Telephone Number	(512) 847-2047	FAX Number	
Email Address			

Company's Name	Wimberly St. Mary's Cemetery		
Name of Contact	Mike Hicks	Contact Title	Sexton
Present Address			
City	Wimberly	State	Texas Zip Code
Telephone Number	(512) 847-0096	FAX Number	
Email Address			

Company's Name	Walnut Creek Cemetery		
Name of Contact	Mrs. Galaway	Contact Title	Sexton
Present Address			
City	Austin	State	Texas Zip Code
Telephone Number	(512) 459-7949	FAX Number	
Email Address			

Company's Name	Palm Valley Cemetery		
Name of Contact	Molly	Contact Title	Sexton
Present Address			
City	Round Rock	State	Texas Zip Code
Telephone Number	(512) 255-3322	FAX Number	
Email Address			

Company's Name	Bagdad Cemetery		
Name of Contact	Greg Ledbetter	Contact Title	Sexton
Present Address			
City	Leander	State	Texas Zip Code
Telephone Number	(512) 259-1225	FAX Number	
Email Address			

Company's Name	Phillips Cemetery		
Name of Contact	Mrs. Gillespie	Contact Title	Sexton
Present Address			
City	Dripping Springs	State	Texas Zip Code
Telephone Number	(512) 858-7810	FAX Number	
Email Address			

Company's Name	Old Round Rock Cemetery		
Name of Contact	Tony Wamble	Contact Title	Sexton
Present Address			
City	Round Rock	State	Texas Zip Code
Telephone Number	(512) 267-9493	FAX Number	
Email Address			

Company's Name	Our Lady Cemetery		
Name of Contact	Jimmy Shields	Contact Title	Sexton
Present Address			
City	Georgetown	State	Texas Zip Code
Telephone Number	(512) 626-6852	FAX Number	
Email Address			

Company's Name	Bunton Cemetery		
Name of Contact	Carol	Contact Title	Sexton
Present Address			
City	Dale	State	Texas Zip Code
Telephone Number	(512) 913-5797	FAX Number	
Email Address			

Company's Name	Emmanuel Lutheran Cemetery		
Name of Contact	Betty	Contact Title	Sexton
Present Address			
City	Pflugerville	State	Zip Code
Telephone Number	(512) 251-4494	FAX Number	
Email Address			

Company's Name	Comal Cemetery		
Name of Contact	Larry Hettman	Contact Title	Sexton
Present Address			
City	New Braunfels	State	Texas Zip Code
Telephone Number	(830) 620-8784	FAX Number	
Email Address			

Company's Name	J.J. Manor		
Name of Contact	Mary	Contact Title	Sexton
Present Address			
City	Webberville	State	Texas Zip Code
Telephone Number	(512) 276-3993	FAX Number	
Email Address			

Company's Name	Heart of Texas Funeral Home		
Name of Contact	Jonathon Snell	Contact Title	Owner
Present Address			
City	Austin & Killeen	State	Texas Zip Code
Telephone Number	(512) 667-4207	FAX Number	
Email Address			

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**  
**SAP0101**

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. 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). P.O. BOX ADDRESSES WILL NOT BE ACCEPTED.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

USE ADDITIONAL PAGES AS NECESSARY

**OFFEROR:**

Name of Local Firm	<i>INTERMENT SERVICES INC.</i>					
Physical Address	<i>625 PIONEER TRAIL SAN MARCOS, TX, 78666</i>					
Is Firm located in the Corporate City Limits? (circle one)	Yes		<input checked="" type="radio"/> No			
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes		No			
Location Type:	<input checked="" type="radio"/> Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin  
Purchasing Office  
Local Business Presence Identification Form  
SAP0101

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**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

Gene Bagwell, Internet Services Inc

Gene Bagwell  
Signature, Authorized Representative of Offeror

Owner / President  
Title

2/20/13  
Date

**END**



City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO RFP 8600 SAP0101

City of Austin, Texas  
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

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

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

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

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

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

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

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

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

**Sanctions:**

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

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20th day of Feb, 2013.

CONTRACTOR

Gene Bagwell - Interment Services Inc.

Authorized Signature

Gene Bagwell

Title

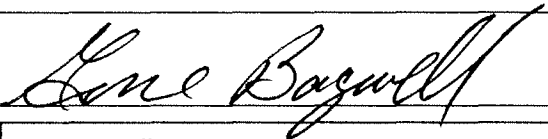
Owner / President

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. RFP 8600 SAP0101

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

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

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Gene Bagwell - Interment Services Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Feb 20, 2013</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Gene Bagwell</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Owner / President</div>		

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. RFP 8600 SAP0101  
FOR

Management, Operations, and Maintenance of Austin Cemeteries

**State of Texas**

**County of Travis**

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

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

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

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

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

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

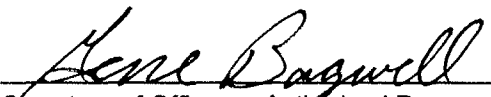
There are statutory penalties for failure to comply with Chapter 176.

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

Offeror's  
Explanation:

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

Contractor's Name:	Gene Bagwell - Interment Services Inc.
Printed Name:	Gene Bagwell
Title:	Owner / President

  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 19<sup>th</sup> day of February, 20 13.

  
Notary Public

My Commission Expires March 22, 2013



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

SOLICITATION NO. RFP 8600 SAP0101

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

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


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

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

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

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

Contractor's Name:	<span style="border: 1px solid black; padding: 2px;">Gene Bagwell - Interment Services Inc.</span>		
Signature of Officer or Authorized Representative:		Date:	<span style="border: 1px solid black; padding: 2px;">Feb 20, 2013</span>
Printed Name:	<span style="border: 1px solid black; padding: 2px;">Gene Bagwell</span>		
Title:	<span style="border: 1px solid black; padding: 2px;">Owner / President</span>		

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

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

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

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

Employee Name	Employee Job Title
David Freeman	Superintendent of Operations
Greg Krueger	On-site Sprink. Equip. Ops
Ray Soto	Equip. Ops
Jose Soto	Equip. Ops
Earl Payne	Equip. Ops
Byron Krueger	Monument Setter

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

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

Contractor's Name: Interment Services Inc

Signature of Officer or Authorized Representative: Gene Bagwell Date: 8/1/13

Printed Name: Gene Bagwell

Title: President- Owner

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

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

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

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

Employee Name	Employee Job Title
Candelario Rivera	Equip. Ops

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

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

Contractor's Name: Interment Services Inc

Signature of Officer  
or Authorized  
Representative:

Gene Bagwell

Date:

8/1/13

Printed Name:

Gene Bagwell

Title

President - Owner



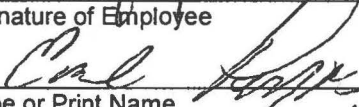
**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number: <b>NE-130000001</b>	Description of Services: <b>Serial Services</b>
Contractor Name: <b>Interment Services Inc</b>	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title: <b>Equipment Operator</b>	
Signature of Employee 	Date <b>8-1-13</b>
Type or Print Name <b>Clinton Earl Payne</b>	

  
(Witness Signature)  
**David Wilson**  
(Printed Name)

**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number: <b>NE-130000001</b>	Description of Services: <b>Burial Services</b>
Contractor Name: <b>Interment Services Inc</b>	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title: <b>Equipment Operator</b>	
Signature of Employee <b>Candelario Rivera</b>	Date <b>8/1/13</b>
Type or Print Name <b>Candelario Rivera</b>	

  
(Witness Signature)

**Michael LaRocca**  
(Printed Name)

**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number: <u>NE-130000001</u>	Description of Services: <u>Burial Services</u>
Contractor Name: <u>Interment Services Inc</u>	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title: <u>On-site Supervisor - Equipment Operator</u>	
Signature of Employee <u>Greg Kraeger</u>	Date <u>8/1/13</u>
Type or Print Name <u>Greg Kraeger</u>	

[Signature]  
(Witness Signature)

Michael A. Kocque  
(Printed Name)

**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number: <u>NE-130000001</u>	Description of Services: <u>Burial Services</u>
Contractor Name: <u>Interment Services Inc</u>	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title: <u>Equipment Operator</u>	
Signature of Employee: <u>[Signature]</u>	Date: <u>8/1/13</u>
Type or Print Name: <u>Ray Soto</u>	

[Signature]  
(Witness Signature)

Michael A. Laguerre  
(Printed Name)

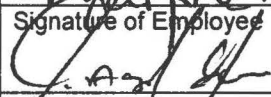
**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

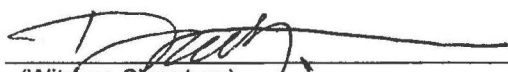
Contract Number: <b>NE-130000001</b>	Description of Services: <b>Burial Services</b>
Contractor Name: <b>Interment Services Inc</b>	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title: <b>Equipment Operator</b>	
Signature of Employee 	Date <b>8/1/13</b>
Type or Print Name <b>Jose Soto</b>	

  
(Witness Signature)  
**David Wilson**  
(Printed Name)

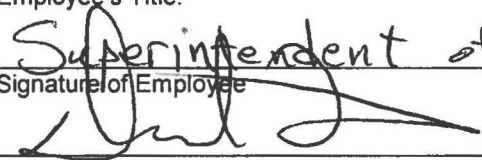
**EXHIBIT E**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

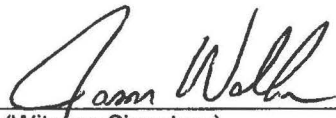
Contract Number: <u>NE-130000001</u>	Description of Services: <u>Burial Services</u>
Contractor Name: <u>Interment Services Inc</u>	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title: <u>Superintendent of Operations</u>	
Signature of Employee 	Date <u>8/11/13</u>
Type or Print Name <u>David Freeman</u>	

  
(Witness Signature)

Jason Walker  
(Printed Name)


**EXHIBIT E  
CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number: <u>NE-130000001</u>	Description of Services: <u>Monument Setting</u>
Contractor Name: <u>Interment Services Inc</u>	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

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

Employee's Title: <u>Monument Setter</u>	
Signature of Employee 	Date <u>8/1/13</u>
Type or Print Name <u>Byron Krueger</u>	

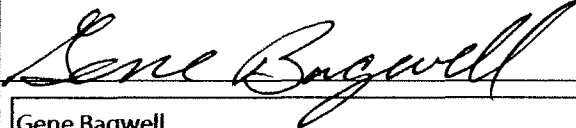
  
\_\_\_\_\_  
(Witness Signature)  
Jason Walker  
\_\_\_\_\_  
(Printed Name)

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. RFP 8600 SAP0101**

- 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"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	Gene Bagwell - Interment Services Inc.		
Signature of Officer or Authorized Representative:		Date:	Feb 20, 2013
Printed Name:	Gene Bagwell		
Title:	Owner / President		



**CITY OF AUSTIN  
PURCHASING OFFICE  
"NO OFFER" REPLY FORM**

**SOLICITATION NUMBER:**                      **SAP0101**

**Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply**

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

**(DO NOT RETURN ALONG WITH OFFER)**

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

**COMMODITY CODE:** 95214, 95820,  
95877, 96108

**DESCRIPTION:** Cemetery Services, Project Mgmt., Building  
Maintenance & Operation Services

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or  
Authorized

Representative:

Date:

Printed Name:

Title



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
MANAGEMENT, OPERATIONS, AND MAINTENANCE OF AUSTIN CEMETERIES  
CITY OF AUSTIN, TEXAS**

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**RFP: SAP0101**

**Addendum No: 1**

**Date of Addendum: February 8, 2013**

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This addendum is to incorporate the following questions and answers to the above-referenced Request for Proposal. The following questions were posed by one or more Vendors in writing, at the pre-proposal meeting, or at the site visits. Each question (Q) is followed by its answer (A). Any responses given during the pre-proposal or site visits are either superseded or finalized in this Addendum.

**Questions and Answers:**

From the Pre-Proposal Meeting held January 30, 2013 or submitted in writing:

- 1.0 (Q) With regards to Section 0605; to participate in the RFP, is it mandatory that a Proposer have a local branch within the Austin city limits? Can a Regional contact who visits the city twice a week be considered as such?
- (A) To participate in this RFP, or submit a proposal, Proposers are not required to have a local presence within the City of Austin. However, as part of the evaluation criteria, Proposers can be awarded up to 10 points for having a local presence.

Per Item 6, Part VII of Section 0600 (Proposal Preparation Instructions and Evaluation Criteria) defines local presence and explains how points will be awarded:

**Part VII - Local Business Presence:** *The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. 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. 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. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.*

- 2.0 (Q) Regarding Operational Area III-Interments and Burial Services page 27 B "Contractor shall collect, transport and dispose of all remaining spoils after each grave closing." Will the Contractor be allowed to stockpile on-site for backfilling of graves, those grave spoils which are suitable for that purpose rather than disposing of such offsite?
- (A) No. The burial services Contractor is required to remove unused spoils the day of the service. In the event of inclement weather, the burial services Contractor will be allowed to store spoils in an area approved by the City of Austin for no more than 3 days.
- 3.0 (Q) What are the standards of care that PARD wants to see?
- (A) The standards of care are to be determined by the Proposer. PARD has established maintenance cycles and the Proposer should define the standard of care that will be provided under the cycles identified in the Price Proposal Form.
- 4.0 (Q) Does the Price Proposal Form represent the minimum standards of care?
- (A) No. Reference the Answer to Question No. 3.
- 5.0 (Q) On the Price Proposal Form, under Section II Cemetery Operations, why does PARD want prices per Cycle rather than a monthly cost?
- (A) The Price Proposal Form is designed to allow the City to select the number of cycles of service to be provided by the Proposer. The Proposer should clearly define the level of service to be provided for each cemetery and cycle so that a monthly cost can be calculated.
- 6.0 (Q) What is the average square foot of the facilities per site?
- (A) The approximate square footage for the facilities at each cemetery are as follows:  
Oakwood Cemetery:  
Office/Chapel Building 900 s.f.  
Oakwood Cemetery Annex:  
Storage Building 500 s.f.  
Evergreen Cemetery:  
Restroom Building 300 s.f.  
Plummers:  
No buildings at this cemetery  
Austin Memorial Park:  
Administrative Office 300 s.f.  
Caretakers Office 1,200 s.f.  
Workshop with storage: 900 s.f.
- 7.0 (Q) In the Contract, will there be a cancellation clause for both the City and the Contractor?
- (A) That will be subject to Contract negotiations.
- 8.0 (Q) If a Contract with a Subcontractor is terminated, what does the Contractor do?
- (A) The Contractor will need to make a request to change its compliance plan. There are seven reasons for a change. The Contractor will fill out a form, indicating which of the seven reasons applies, and SMBR will evaluate. Any changes to Subcontractors shall be coordinated through SMBR and the Contract Manager.

- 9.0 (Q) If a Proposer indicates that all work will be performed by the Proposer, how does that effect the evaluation of its compliance plan?
- (A) The Proposer must perform and document its good-faith effort to meet the subcontracting goals. Contact SMBR for further instructions/clarifications with regards to the compliance plan.
- 10.0 (Q) Is the current Contractor responsible for tree care?
- (A) The current Contract does not clearly define the roles and responsibilities of the Contractor. The object of the new Contract is to clearly define the obligations/responsibilities of both parties.
- 11.0 (Q) Can Sections 0700 – 0835 be filled out and submitted online?
- (A) Sections 0700 – 0835 must be filled out and submitted with the Proposal. They cannot be submitted electronically.
- 12.0 (Q) On the Pricing Proposal Form, in Section III Internment and Burial Services, can the cost per month of the Administration and Management of Interment and Burial Services be included in the per occurrence prices?
- (A) The Administrative cost should be provided separately from the unit cost for Interment and Burial Services. The Austin City Council annually approves the fees associated with cemetery sales and services and only those approved cemetery fees can be charged.
- 13.0 (Q) On the Pricing Proposal Form, in Section III Internment and Burial Services, why do you have Monument Setting and Other Services and Fees listed under this section? Shouldn't it be part of Cemetery Operations?
- (A) Maintenance crews for the Cemetery Operations will not have the equipment or expertise for these Services.
- 14.0 (Q) How will Proposer's be notified of the Addendum?
- (A) To be notified of the Addendum, Proposers must subscribe to the solicitation on Vendor Connection. A notification will be sent to the email linked to the Proposer's subscription.
- 15.0 (Q) Will the irrigation at Oakwood be repaired before the Contract has been executed or as part of the new Contract?
- (A) The City will repair and refurbish the irrigation system at the Oakwood Cemetery. Currently, the irrigation system has been repaired to provide local and supplemental tree watering only.
- 16.0 (Q) How do you want Proposers to provide a fee/cost for the Condition Assessment when the assessment is due 90-days after the Contract has been executed?
- (A) The Proposer shall submit a cost estimate to conduct the Initial Condition Assessment (as indicated in Section IV of the Supplemental Services of the Price Proposal Form). This is not the cost of repairs, but rather the estimate to provide the assessment to develop a

comprehensive infrastructure needs list for each cemetery (Plummers cemetery is not included).

The Facility Maintenance Fee in Section II of the Pricing Proposal Form is provided for the Proposer to submit an estimate of the cost to provide facility custodial services and other routine repairs to maintain cemetery operations, including repairs less than \$5,000 per repair.

Maintenance can be considered using the cost factors below:

1. Routine Building Maintenance: \$9.25 per square foot/per year
2. Routine Sidewalk Maintenance: \$6.00 per square foot
3. Street Pavement Maintenance: \$1,000 per liner foot/Replacement
4. Street Pavement Maintenance: \$600 per liner foot/Overlay
5. Street Pavement Maintenance: \$1.75 per linear foot/ Seal coat
6. Routine Fence Maintenance: \$10.00 per linear foot
7. Routine Irrigation Maintenance: \$150 per acre/per year

17.0 (Q) Where is central dump area located?

(A) The City will negotiate the location of a central storage area for trash and other debris with the Contractor. The central collection site for all refuse and brush is managed at Austin Memorial Park.

18.0 (Q) Are grave liners on a separate Contract? Or, are they to be provided on direction of the interment Contractor?

(A) The wholesale purchase of grave liners will be either by the City or the Sales and Administration Contractor. The removal of grave liners for disinterment or installation for interments will be a function of the burial process. Any costs for this service should be included in the Proposer's price response for all applicable Interment and Burial Services cost per occurrence.

19.0 (Q) If an interment site is crowded and a monument has to be moved to complete the interment, does this become part of the interment services, i.e. is it included in the bid price?

(A) Yes. Any temporary movement of adjacent monuments necessary to facilitate an interment should be included in the unit price for interment per occurrence.

20.0 (Q) Are there any provisions for price escalation due to rock removal?

(A) No.

21.0 (Q) If rock removal is required and extends beyond the interment site, who is responsible for remedy for any damage that may occur to adjacent grave liners?

(A) The Interment and Burial Services Contractor is responsible for all work related to burial services including negligence and accidental damage to adjacent grave liners, monuments, and/or cemetery infrastructure.

22.0 (Q) Can you provide a copy of the City's Fee Schedule?

(A) Reference "Addendum 1 Attachment 1\_Fee Schedule". Please note, although the column reads "proposed" it is in fact the approved fee schedule for 2012-2013.

- 23.0 (Q) On grave tamping: is a hand-held gas tamper acceptable or is a hydraulic tamper on tractor required?
- (A) All graves shall be tamped sunk in a manner suitable for compacting cohesive and granular soils in a narrow and confined area using a hand-held gas tamper only. 4-Cycle gas tampers shall be EPA and CARB certified and shall not exceed 8 h.p. in maximum power or 12 cubic inch displacement. Ramming plate size shall not exceed 12 by 12 inches.

From the Oakwood Site Visit held January 31, 2013:

- 24.0 (Q) With regards to the dead wood and ball moss, what level of standard does PARD want the Contractor to provide?
- (A) The Proposer should define the service level based on the industry standards identified in Item W within Cemetery Operations (page 23) of the Scope of Work.
- 25.0 (Q) What are the known issues/concerns for this cemetery?
- (A) Each cemetery is historic and the City and the Contractor shall work to maintain the historic and cultural value of these cemeteries for the benefit of the public. Oakwood and Oakwood Annex Cemeteries experience less than 10 burials per year on average. All operations and maintenance work shall be done in a manner that maintains the existing facilities and infrastructure. All known issues and concerns for Oakwood and the other municipal cemeteries have been considered in the terms and conditions of the Scope of Work.
- 26.0 (Q) What are the known structural issues known for the administrative office building?
- (A) The Office/Chapel building at Oakwood is in need of repair and the Proposer should assume that all utilities and building infrastructure components are in need of repair. All capital expenses are the responsibility of the City and the Proposer shall identify repair and maintenance requirements in the Initial Conditions Assessment identified in Item L within Cemetery Operations (page 19) of the Scope of Work.
- 27.0 (Q) Can PARD provide copies from the current Contract of all the known issues or work orders?
- (A) Reference "Addendum 1 Attachment 2\_Work Orders".
- 28.0 (Q) Research indicates there was a 2010 audit finding. Is the new Contractor expected to rectify those findings?
- (A) The City of Austin has responded to the 2010 audit and the Request for Proposal solicitation has been drafted to resolve some of the issues identified in this report. Responsibilities of the Contractor are those identified in Section 0500, Scope of Work.
- 29.0 (Q) If a Proposer is interested in submitting a proposal for the Cemetery Operations, does the Proposer have to submit a proposal that address all areas of within the Cemetery Operations?

- (A) Yes. All requirements within each Operational Area must, at a minimum, be proposed. A Proposer may choose to Subcontract requirements within the Operation Area, however, the proposal MUST address all requirement of the Operational Area.

30.0 (Q) Is the Contractor responsible for the repair of the sidewalks?

- (A) Yes, if the repair is less than \$5,000 in cost. If a repair is identified in the Initial Conditions Assessment and the estimated cost is equal to or greater than \$5,000, then the City will be responsible for the repair.

31.0 (Q) Does the City plan or intend to build facilities at each location which will allow the Contractor to store and secure equipment and spoils (example; equipment needed to open/close a burial and/or a facility for spoils staging-area.)?

- (A) Onsite equipment and spoils storage will be negotiated with the recommended Proposer prior to execution of a Contract.

From the Oakwood Annex Site Visit held January 31, 2013:

32.0 (Q) Can a Proposer propose more cycles of care for the landscape care than the number of cycles on the price Proposal?

- (A) Yes. Do not modify the Price proposal form. Instead, in your proposal, describe the proposed number of cycles and provide the cost as part of your proposal. DO NOT MODIFY THE PRICE PROPOSAL FORM.

33.0 (Q) What is the process for tree-removal? Who is responsible for the permit?

- (A) PARD will secure all permits for tree removal. The Contractor shall provide an initial Tree Survey and then annual Level Two and Level One assessments. Through this process, the City and the Contractor shall then identify trees for removal, estimated costs and responsibilities.

34.0 (Q) How does the Proposer reflect the cost of roofing repair?

- (A) Please refer to Question 16. Use the cost factor for Building Maintenance.

35.0 (Q) Is the Contractor responsible for cutting the grass outside the perimeter fence?

- (A) Yes, to the street curb

36.0 (Q) In the Scope of Work, it appears that both the Cemeteries Operations and Internment & Burial Services have responsibility for spoils management. Please clarify.

- (A) Spoils management is the reasonability of the Interment and Burial Services Contractor, the location of temporary spoils storage and top soil storage shall be coordinated with the Cemeteries Operations Contractor as necessary.

37.0 (Q) In the Scope of Work, it appears that both the Cemeteries Operations and Internment & Burial Services have responsibility for re-vegetation. Please clarify.

- (A) The Interment and Burial Services Contractor is responsible for re-vegetation of graves 20 days following initial leveling and 30 days of the burial services. The Cemeteries

Operations Contractor is responsible for maintaining turf conditions once the vegetated turf is established.

38.0 (Q) When was the current Contract put in place?

(A) 2006

39.0 (Q) Does the current Contractor have responsibilities for all areas of operation?

(A) Yes

40.0 (Q) How is irrigation maintained/executed when there are City-imposed watering restrictions? Is the Contractor held responsible when trees die due to extreme draught?

(A) The City is required to comply with water conservation and watering restrictions as established by the City's Water Conservation Department. An annual Supplemental Tree watering program is provided to the Contractor for trees that have been identified as exhibiting drought stress and would benefit from additional watering. The Contractor is responsible for any trees that are damaged or die as a result of direct action or negligence of the Contractor or its Subcontractors.

41.0 (Q) Can the Contractor tie into the lines used for the supplemental tree watering – to irrigate the rest of the cemetery?

(A) Yes. As part of your proposal, provide details of your plan and approach to tie into the lines used for supplemental tree watering.

42.0 (Q) Will the Contractor be required to adhere to watering restriction schedules?

(A) Yes

43.0 (Q) Can PARD provide the procedures or a link to the Watering Plan?

(A) [http://www.austintexas.gov/sites/default/files/files/Parks/Cemeteries/update\\_on\\_municipal\\_cemeteries\\_turf\\_and\\_tree\\_watering\\_plan.pdf](http://www.austintexas.gov/sites/default/files/files/Parks/Cemeteries/update_on_municipal_cemeteries_turf_and_tree_watering_plan.pdf)

From the Evergreen Site Visit held January 31, 2013:

44.0 (Q) Does PARD want or expect the Conditions Assessment to include replacement of trees?

(A) No. The condition of trees will be identified in the Tree Survey and Risk Assessments, Item V within Cemetery Operations (page 22) of the Scope of Work.

45.0 (Q) If a shrub or plant is planted at a burial site, is it the Contractor's responsibility to care for and maintain it?

(A) If approved by the City and in conformance with the cemetery rules and regulations, yes.

46.0 (Q) Does PARD expect that a clean edged line of grass will be maintained along the road (aggregate)? Is that part of the assessment?

(A) Yes. All physical conditions requiring repair shall be included in the condition assessment.



- 47.0 (Q) What will be the reporting structure? Who will the Contractor report in to? Will there be a dedicated person assigned to the cemeteries?
- (A) The Cemetery Manager will be the City's representative who will coordinate and work with the Contractor(s).
- 48.0 (Q) Will this person have authority to approve projects?
- (A) The Cemetery Manager will have the authority to repairs up a defined limit; all capital repairs shall be coordinated by the Cemetery Manager in conformance with the City's purchasing requirements
- 49.0 (Q) Please provide as part of the Addendum, a site plan (map) of each location. This will assist the Proposer with the conditions assessment.
- (A) Reference "Addendum 1 Attachment 3\_Site Plans". Please note; there is not a site plan for Plummers Cemetery.
- 50.0 (Q) After the Contract has been awarded, how will PARD communicate with the Contractor?
- (A) PARD will provide written notice for action items requiring a response by the Contractor. In addition, regular meetings between the Contractor and the Cemetery Manger will be held to discuss/review all projects, issues, concerns, etc.

From the Plummers Site Visit held January 31, 2013:

- 51.0 (Q) This cemetery appears to be very historic. Will the Contractor reset the gravestones/monuments or leave them "As-Is"?
- (A) The Contractor may provide a Monuments and Headstones Condition Assessment for all cemeteries, including Plummers. If submitted, the City may elect to add monument leveling services as a component of the Cemetery Operations Contract.
- 52.0 (Q) Is there much Vandalism at this cemetery?
- (A) No
- 53.0 (Q) Is Bethany part of Plummers?
- (A) No. It is a private cemetery and not part of the City's portfolio.
- 54.0 (Q) Is there irrigation at this cemetery?
- (A) There is no irrigation at Plummers Cemetery.

From the Austin Memorial Park Site Visit held January 31, 2013:


- 55.0 (Q) What is the large field at the back of the cemetery? Will the Contractor mow and maintain it? What about the mound of dirt?
- (A) The north undeveloped area at Austin Memorial Parks is future burial space. It is currently used to store spoils and which will be removed prior to the new burial services Contractor

assuming operations. The Cemetery Operations Contractor shall mow and maintain this area.

- 56.0 (Q) Will the Contractor be allowed to use the facility buildings to store equipment?
- (A) The City and the Contractor will negotiate the use of grounds and facilities for cemetery operations.
- 57.0 (Q) In the Scope of Work, is there a distance to the headstones for mowing?
- (A) Yes, a 12 inch distance between headstones is the standard.
- 58.0 (Q) Is Austin Memorial newer in relation to the other locations?
- (A) Austin Memorial Park was established in 1941 and is the most recent cemetery operated by the City. The dates of all municipal cemeteries can be found in the introduction of the Scope of Work.
- 59.0 (Q) What is the quality of landscaping PARD wants? Turf quality improvement?
- (A) Reference the Answer to Question No.3, above.
- 60.0 (Q) If a proposer wants to propose more than the standards in the Scope of Work, how should the proposer reflect the cost in the proposal?
- (A) Proposer should describe its proposed standard of care as part of its proposal. The cost for these proposed standards should be submitted as either a supplemental or as part of the proposal. DO NOT MODIFY THE PRICE PROPOSAL FORM.
- 61.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

  
Sharon Patterson, Senior Buyer  
Purchasing Office

02/08/13  
Date

ACKNOWLEDGED BY:

  
Vendor Name

  
Authorized Signature

2/20/13  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.  
Failure to do so may constitute grounds for rejection of your bid.**

## 2012-13 Fee Schedule

	<u>Approved 2011-12</u>	<u>Proposed 2012-13</u>	<u>Change</u>
<b><i>Parks and Recreation Department — Cemetery Fund</i></b>			
<b>Disinterment</b>			
Cremated Remains	\$200.00	\$200.00	
Infant	\$200.00	\$200.00	
Adult (raising of vault not included)	\$900.00	\$900.00	
Raising of vault	\$250.00	\$250.00	
Any public event with special event status charging admissions will provide \$1.00 for every ticket sold per ticketed day for park maintenance.			
<b>Disinterment and Re-Interments</b>			
Infant	\$350.00	\$350.00	
Adult	\$1,500.00	\$1,500.00	
<b>Interments</b>			
<b>Adults</b>			
Weekdays for funerals scheduled before 3 p.m.	\$950.00	\$950.00	
Weekdays for funerals scheduled after 3 p.m.	\$1,005.00	\$1,005.00	
Saturday			
before 3pm	\$1,075.00	\$1,075.00	
3 p.m. and later	\$1,150.00	\$1,150.00	
Sunday			
before 3pm	\$1,225.00	\$1,225.00	
3 p.m. and later	\$1,300.00	\$1,300.00	
Holidays (all City of Austin recognized holidays)	\$1,000.00	\$1,000.00	
<b>Infants and Cremated Remains</b>			
Weekdays for funerals scheduled before 3 p.m.	\$350.00	\$350.00	
Weekdays for funerals scheduled after 3 p.m.	\$410.00	\$410.00	
Additional fees for funerals w/out 12 working hrs. notice	\$350.00	\$350.00	
Saturday			
before 3pm	\$400.00	\$400.00	
3 p.m. and later	\$425.00	\$425.00	
Sunday			
before 3pm	\$600.00	\$600.00	
3 p.m. and later	\$750.00	\$750.00	
Holidays (all City recognized holidays)	\$550.00	\$550.00	
<b>Other Services and Fees</b>			
<b>Administrative Fee</b>			
(1) Administrative fee associated with monument setting performed by outside contractor. Subject to governing rules and regulations.			
1-piece, less than 300 square inch	\$0.25 per sq. inch	\$0.25 per sq. inch	
All others	\$0.40 per sq. inch	\$0.40 per sq. inch	
(2) Administrative fee associated with use of liners other than those available through InterCare Corp. (Except Wilbert-Set Vault)	\$60.00	\$60.00	
<b>Deed Recording</b>	\$40.00	\$40.00	
<b>Liner Sales (coordinated with funeral homes)</b>	\$310.00	\$310.00	
<b>Live tree removal for space openings/closing (permit req'd)</b>	\$220.00	\$220.00	

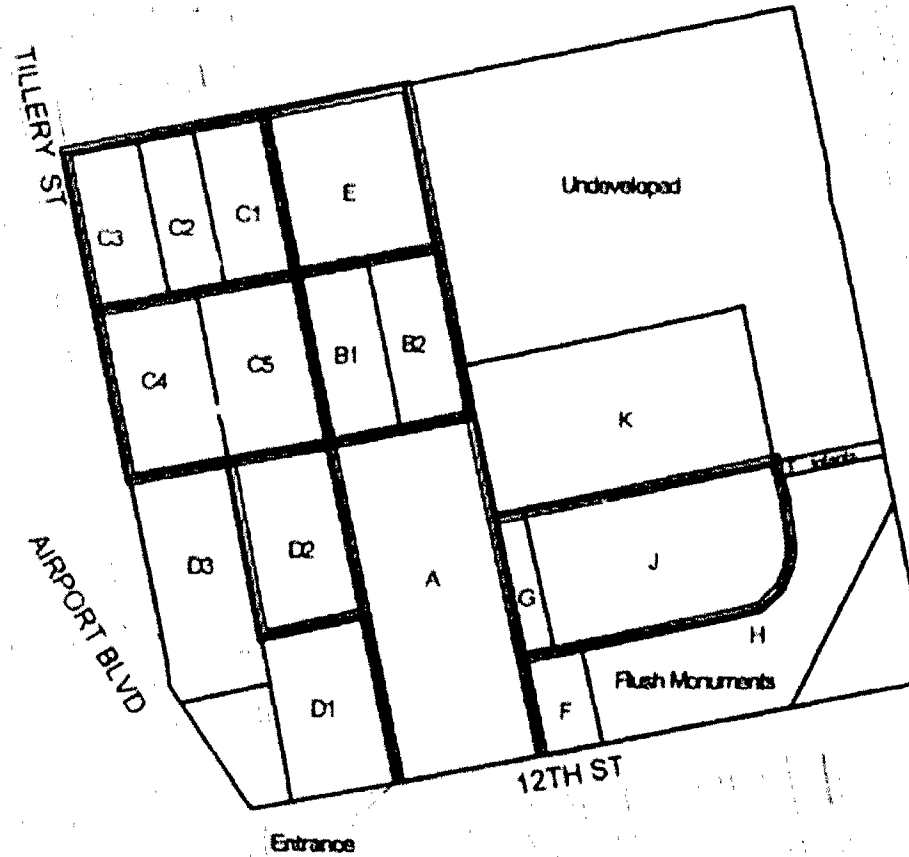
## 2012-13 Fee Schedule

	<u>Approved 2011-12</u>	<u>Proposed 2012-13</u>	<u>Change</u>
<b><i>Parks and Recreation Department — Cemetery Fund</i></b>			
<b>Other Services and Fees (continued)</b>			
<b>Monument Setting</b>			
All 2-piece monuments	\$0.53 per sq. Inch	\$0.53 per sq. Inch	
1-piece monument >300 sq. in.	\$0.48 per sq. Inch	\$0.48 per sq. Inch	
1-piece monument <300 sq. in.	\$0.44 per sq. Inch	\$0.44 per sq. Inch	
Military Markers Tabloid	\$75.00	\$75.00	
Military Markers >300 sq. in.	\$0.48 per sq. Inch	\$0.48 per sq. Inch	
Military Markers <300 sq. in.	\$0.39 per sq. inch	\$0.39 per sq. inch	
Corner and/or Foot Markers <50 sq. in.	\$17.00	\$17.00	
Corner and/or Foot Markers >50 sq. in.	\$0.39 per sq. inch	\$0.39 per sq. inch	
Revegetation - Selective sod, (per burial/space)	\$35.00	\$35.00	
Tent Setups	\$150.00	\$150.00	
<b>Space Sales</b>			
<b>Austin Memorial Park</b>			
Isolated, Single Adult Spaces Selected by Cemetery			
Blocks 1, 2, 3, 4, 7, 8, 9, 9A,10	\$875.00	\$875.00	
Blocks 1, 2, 3, 4, 5, 5B, 7, 8, 9, 9A, 10, 12	\$2,675.00	\$2,675.00	
Block 5A , 11 (Flush Monuments Only)	\$2,675.00	\$2,675.00	
Infant Spaces/Cremation Spaces (as designated)	\$850.00	\$850.00	
<b>Evergreen</b>			
Section F (Infant Spaces)	\$450.00	\$450.00	
Section G, H (Flush Monuments Only), J	\$1,850.00	\$1,850.00	
Section K	\$1,850.00	\$1,850.00	
Cremation Spaces (as designated in cemeteries)	\$850.00	\$850.00	
<b>Oakwood and Annex</b>			
Adult Spaces (as designated in cemeteries)	\$2,675.00	\$2,675.00	
Infant Spaces/Cremation Spaces (as designated)	\$850.00	\$850.00	
<b>Cemetery Maintenance Surcharge</b>			
This fee will be added to the cost of each plot sold at a City of Austin cemetery, and will be used toward perpetual care and maintenance of the five cemeteries operated by the City.	\$100.00	\$100.00	

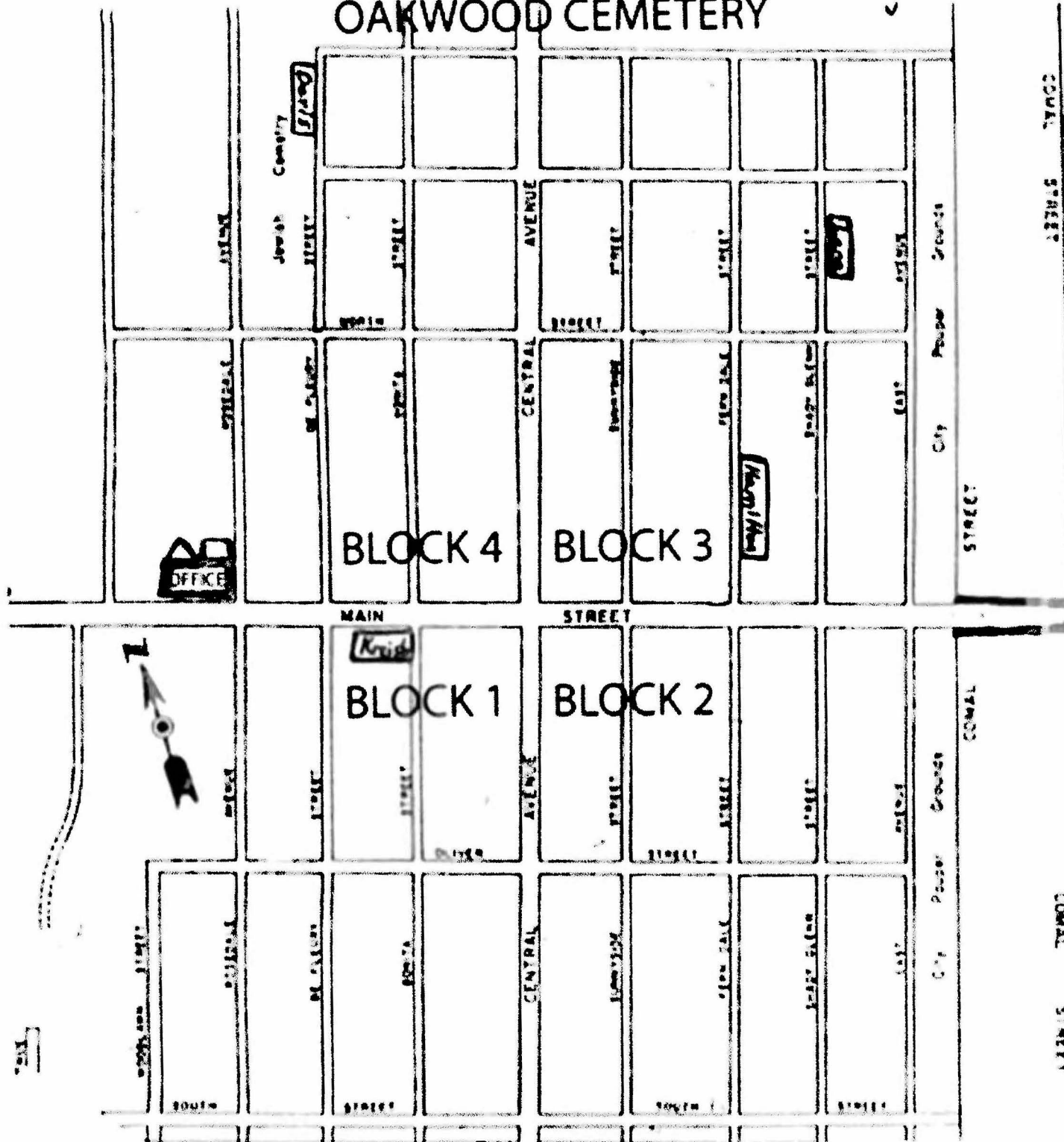


AUSTIN MEMORIAL PARK CEMETERY

# Evergreen Cemetery



# OAKWOOD CEMETERY



Detail Work Orders

WOnumber	Service	Description	Status	Type	Property	Asset	Requested	Shop
201111962	Concrete-Masonry	Both Side Walks and Curbs on Main street of cemetry are damage	Open	Demand	Oakwood Cemetery	Cemetery	3/30/2011	General Maintenance North
201112018	Carpentry	Walls and the Floors are damaged in the Cemetery Chapel	Open	Demand	Oakwood Cemetery	Cemetery	3/31/2011	General Maintenance North
201112019	Carpentry	Restroom at Chapel not ADA accessible	Open	Demand	Oakwood Cemetery	Cemetery	3/31/2011	General Maintenance North
201112020	Concrete-Masonry	Sidewalk to restroom at the Chapel is damage	Open	Demand	Oakwood Cemetery	Cemetery	3/31/2011	General Maintenance North
201112022	Miscellaneous	Large Granite blocks at Navasota gate enterance have shifted and need to be placed back to correct angle.	Open	Demand	Oakwood Cemetery	Cemetery	3/31/2011	General Maintenance North
201112030	Concrete-Masonry	Drainage concrete walls are damaged	Open	Demand	Oakwood Cemetery	Cemetery	4/1/2011	General Maintenance North
201112042	Carpentry	Restroom not ADA accessible	Open	Demand	Evergreen Cemetery	Cemetery	4/1/2011	General Maintenance North
201113581	Fence Service	Damage fence at West side of cemetery adjacent to Hotel parking lot	Open	Demand	Oakwood Cemetery	Cemetery	4/13/2011	General Maintenance North
201113582	Window-Glass	Broken rear Window at Cemetery Chapel	Open	Demand	Oakwood Cemetery	Cemetery	4/13/2011	General Maintenance North
201114492	Carpentry	Vandales damage office door	Open	Demand	Oakwood Cemetery	Cemetery	4/26/2011	General Maintenance North
201118306	Carpentry	Caretaker House in need of repair damage Walls,floors, ceilings tiles	Open	Demand	Austin Memorial Park Cemetery	Cemetery	6/2/2011	General Maintenance North
201225002	Tree Removal	MAPSCO 585Q. Forestry. Priority rating: P3. Please remove 92 dead trees marked with pink paint. Ask ana for map and details. Completes WO 201221359	Open	Demand	Oakwood Cemetery	Cemetery	8/28/2012	Forestry - Tree Maintenance
201225003	Pruning	MAPSCO 585Q. Forestry. Priority rating: P3. Please prune 31 trees marked with green flagging or white paint. Ask ana for map and details. Completes WO 201221359	Open	Demand	Oakwood Cemetery	Cemetery	8/28/2012	Forestry - Tree Maintenance
201307521	Inspection - Park Tree	Inspect oak tree reported by Sharon Blythe, active cemetery stakeholder. The tree is located near the Blythe gravesite (husband). She indicates that the leaves are yellow have black mildew. Gilbert Hernandez can help locate tree 210-241-3890	Open	Demand	Austin Memorial Park Cemetery	Cemetery	1/28/2013	Forestry - Tree Maintenance



# Summary Work Orders

Count of Status	Status
Property	Open
<b>Austin Memorial Park Cemetery</b>	
Carpentry	1
Inspection - Park Tree	1
<b>Austin Memorial Park Cemetery Total</b>	<b>2</b>
<b>Evergreen Cemetery</b>	
Carpentry	1
<b>Evergreen Cemetery Total</b>	<b>1</b>
<b>Oakwood Cemetery</b>	
Carpentry	3
Concrete-Masonry	3
Fence Service	1
Miscellaneous	1
Pruning	1
Tree Removal	1
Window-Glass	1
<b>Oakwood Cemetery Total</b>	<b>11</b>
<b>Grand Total</b>	<b>14</b>



**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
MANAGEMENT, OPERATIONS, AND MAINTENANCE OF AUSTIN CEMETERIES  
CITY OF AUSTIN, TEXAS**

**RFP: SAP0101**

**Addendum No: 2**

**Date of Addendum: February 14, 2013**

This Addendum is issued for the purpose of correcting the total evaluation points stated in the above-referenced solicitation from 100 to 110 with 25 points optional interviews.

**Section 0600, Proposal Preparation Instructions and Evaluation Factors, Item 5.A Evaluation Factors and Award/Competitive Selection, is replaced in its entirety with the following:**

*This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined 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.*

*The following is a description of items to receive consideration in the evaluation of proposal for each Operational Area for the Management, Operations, and Maintenance of Austin Cemeteries. Following each description are the evaluation points associated with the item. TOTAL POSSIBLE POINTS EQUALS TO 110. The City may in its sole discretion, elect to conduct interviews with all or a short list of the highest evaluated, most-qualified Proposers and may award up to a maximum of 25 points for the interview, thereby establishing 135 as the maximum total points available for Proposers. If no interviews are conducted, the total maximum points available will be 110.*

*The requested information applies equally to single firms and joint ventures regardless of the number of firms partnering in the joint venture. Proposals which do not include information for the evaluation of all evaluation items may not be thoroughly reviewed or may be rejected as non-responsive.*

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Handwritten signature of Sharon Patterson.

Sharon Patterson, Senior Buyer  
Purchasing Office

02/14/13

Date

ACKNOWLEDGED BY:

Handwritten signature of Interment Services Inc.

Vendor Name

Handwritten signature of Aaron Bagwell.

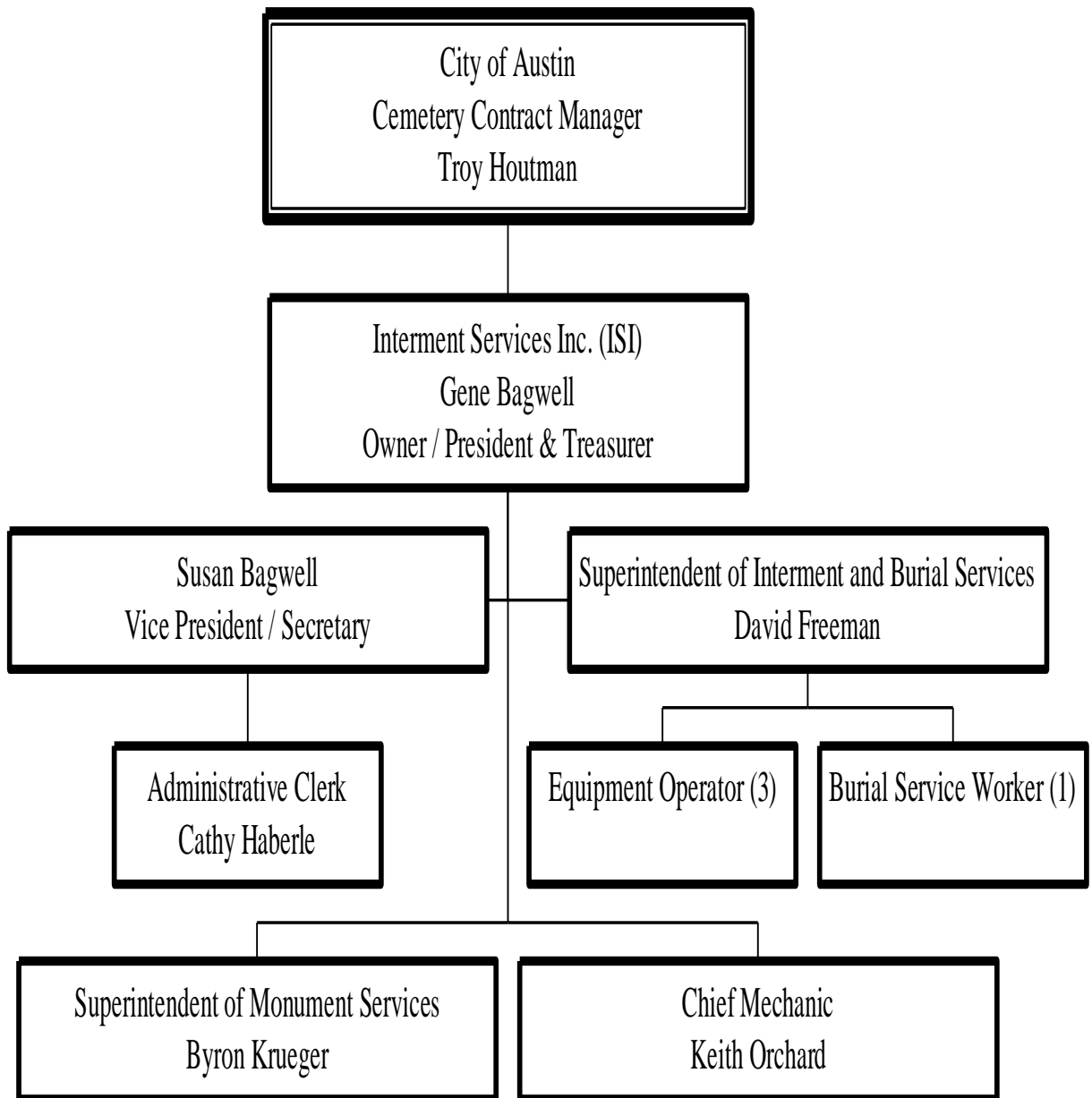
Authorized Signature

2/20/13

Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.**  
**Failure to do so may constitute grounds for rejection of your bid.**

# Leadership and Reporting Responsibilities Interment Services Inc.



## ATTACHMENT A: PRICING PROPOSAL FORM

# REQUEST FOR PROPOSAL

**RFP 8600 SAP0101**

## MANAGEMENT, OPERATIONS, AND MAINTENANCE OF AUSTIN CEMETERIES

**SPECIAL INSTRUCTIONS:**

Use this Pricing Proposal Form to provide pricing for cemetery Operational Areas and Supplemental Services. If Submitting a proposal for the Operational Area "Cemetery Operations" (section II of this form), pricing must also be submitted for Supplemental Services (section IV of this form. There are three Operational Areas and one Supplemental Service:

- I. Sales, Administration, and Management
- II. Cemetery Operations
- III. Interment and Burial Services
- IV. Supplemental Services (Ball Moss Removal, Facility Assessment and Monuments Assessment are services related to Section II, Cemetery Operations)

A Pricing Proposal must be submitted for each of the five cemeteries per Operational Area for which a proposal is submitted. Proposer shall not submit a Pricing Proposal for only one or some of the cemeteries, but rather all of the cemeteries. Indicate with a check-mark at the top of the Pricing Proposal, the cemetery for which pricing is being submitted.

For example; if submitting a proposal for the Interment and Burial Services Operational Area, submit a Pricing Proposal for each of the five cemeteries with pricing for Section III, Interment and Burial Services, of this form completed; A total of five Pricing Proposals will be submitted, one for each cemetery with Section III of the Pricing Proposal completed. This applies to each Operational Area.

If submitting a proposal for more than one Operational Area, submit a Pricing Proposal for each cemetery per Operational Area proposed.

Select Cemetery for this price proposal form: ☐ Oakwood ☐ Oakwood Annex  
☐ Plummers ☐ Evergreen ☒ Austin Memorial Park

## Section I: Sales, Administration, and Management

<b>Administration and Management of Sales</b>		
Cost Per Month	\$ -	NO BID

## Section II: Cemetery Operations (must also propose pricing in Section IV: Supplemental Services)

<b>Administration and Management of Cemetery Operations</b>				
	Cost Per Month		\$ -	NO BID
<b>Turf Maintenance</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Mowing	16	Cycles/Year	\$ -	NO BID
	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Trimming Around Headstones/Monuments	16	Cycles/Year	\$ -	NO BID
	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Edging around curbs/sidewalks	16	Cycles/Year	\$ -	NO BID

Select Cemetery for this price proposal form: ☐ Oakwood ☐ Oakwood Annex  
☐ Plummers ☐ Evergreen ☒ Austin Memorial Park

	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Weed Control	2	Cycles/Year	\$ -	NO BID
Fertilizing	1	Cycles/Year	\$ -	NO BID
	2	Cycles/Year	\$ -	NO BID
Aerification	1	Cycle/Year	\$ -	NO BID
<b>Shrub Planting and Bed Maintenance</b>				
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Pruning/Trimming	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
Planting Bed Maintenance	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
Supplemental Tree Watering	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
<b>Brush Management</b>				
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Brush Removal to Hornsby Bend	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
<b>Facility Maintenance</b>				
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Cost Per Month	12	Cycles/Year	\$ -	NO BID

### Section III: Interment and Burial Services

<b>Administration and Management of Interment and Burial Services</b>				
		Cost Per Month	\$ 1,500.00	
<b>Disinterment</b>	All Cemeteries			
Cremated Remains			\$ 300.00	Per Occurrence
Infant Remains			\$ 300.00	Per Occurrence
Adult Remains			\$ 1,200.00	Per Occurrence
Raising of Vault			\$ 250.00	Per Occurrence
<b>Disinterment and Re-interments</b>	All Cemeteries			
Infant Remains			\$ 400.00	Per Occurrence

Select Cemetery for this price proposal form: ☐ Oakwood ☐ Oakwood Annex  
☐ Plummers ☐ Evergreen ☒ Austin Memorial Park

Adult Remains		\$ 1,800.00	Per Occurrence
<b>Interments (Includes spoils removal)</b>			
<b>Adult Remains</b>	All Cemeteries		
Weekdays		\$ 1,300.00	Per Occurrence
Saturday		\$ 1,500.00	Per Occurrence
Sunday		\$ 1,750.00	Per Occurrence
<b>Infants and Cremated Remains</b>	All Cemeteries		
Weekdays		\$ 450.00	Per Occurrence
Saturday		\$ 575.00	Per Occurrence
Sunday		\$ 1,000.00	Per Occurrence
<b>Other Services and Fees</b>			
Administrative Fee for burial services	All Cemeteries	\$ 1,000.00	Cost per Month
Administrative Fee for deed recording	All Cemeteries	\$ 1,750.00	Cost per Month
<b>Monument Setting</b>			
	All Cemeteries		
All 2 piece monuments		\$ 0.55	Per Sq. Inch
1 piece monument >300 sq. inch		\$ 0.55	Per Sq. Inch
1 piece monument <300 sq. inch		\$ 0.50	Per Sq. Inch
Military Markers Tabloid		\$ 2.50	Per Sq. Inch
Military Marker >300 sq. inch		\$ 0.55	Per Sq. Inch
Military marker <300 sq. inch		\$ 0.50	Per Sq. Inch
<b>Tent Setups</b>			
Includes Tent, chairs, carpets and services	All Cemeteries	\$ 175.00	Per Occurrence
<b>Section IV: Supplemental Services (must also propose pricing in Section II: Cemetery Operations)</b>			
<b>Ball Moss Removal: Cost Per Tree, DIA at TBH</b>			
0 to 10 inch caliper		NO BID	Per Tree
11-20 inch caliper		NO BID	Per Tree
21-30 inch caliper		NO BID	Per Tree
30+ inch caliper		NO BID	Per Tree
<b>Monuments and Headstones Condition Assessment</b>			
(Scope of Work page 16, Section C)			
Proposer will submit an estimate to determine monuments that require releveling		\$ 7,500.00	Per Assessment
<b>Initial Conditions Assessment (Scope of Work page 19, Section L)</b>			

Select Cemetery for this price proposal form: <input type="checkbox"/> Oakwood <input type="checkbox"/> Oakwood Annex <input type="checkbox"/> Plummers <input type="checkbox"/> Evergreen <input checked="" type="checkbox"/> Austin Memorial Park
--

Proposer will submit an estimate to conduct the facility assessment for each Cemetery within 90 days  Not Required for Plummers Cemetery	NO BID	Per Assessment
<b>Tree Survey and Risk Assessments</b> (Scope of Work Page 22, Section V)  Initial Tree Survey within 6 months, COA Environmental Criteria Manual Level Two Basic Tree Risk Assessment, ANSI A300 Part 9 Standards Level One Basic Tree Risk Assessment, ANSI A300 Part 9 Standards	NO BID  NO BID  NO BID	Survey/Year 1  Assessment/Per Yr.  Assessment/Year 1



## OF AUSTIN CEMETERIES

If submitting a proposal for more than one Operational Area, submit a Pricing Proposal for each cemetery per Operational Area proposed.

☐ Plummers    ☒ Evergreen    ☐ Austin Memorial Park

NO BID

NO BID

<b>Turf Maintenance</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Mowing	16	Cycles/Year	\$ -	NO BID
	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Trimming Around Headstones/Monuments	16	Cycles/Year	\$ -	NO BID
	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Edging around curbs/sidewalks	16	Cycles/Year	\$ -	NO BID

Select Cemetery for this price proposal form: ☐ Oakwood ☐ Oakwood Annex  
☐ Plummers ☒ Evergreen ☐ Austin Memorial Park

	20	Cycles/Year	\$	-	NO BID
	24	Cycles/Year	\$	-	NO BID
Weed Control	2	Cycles/Year	\$	-	NO BID
Fertilizing	1	Cycles/Year	\$	-	NO BID
	2	Cycles/Year	\$	-	NO BID
Aerification	1	Cycle/Year	\$	-	NO BID
<b>Shrub Planting and Bed Maintenance</b>					
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Pruning/Trimming	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
Planting Bed Maintenance	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
Supplemental Tree Watering	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
<b>Brush Management</b>					
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Brush Removal to Hornsby Bend	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
<b>Facility Maintenance</b>					
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Cost Per Month	12	Cycles/Year	\$	-	NO BID
<b>Section III: Interment and Burial Services</b>					
<b>Administration and Management of Interment and Burial Services</b>					
		Cost Per Month	\$	1,000.00	
<b>Disinterment</b>	All Cemeteries				
Cremated Remains			\$	300.00	Per Occurrence
Infant Remains			\$	300.00	Per Occurrence
Adult Remains			\$	1,200.00	Per Occurrence
Raising of Vault			\$	250.00	Per Occurrence
<b>Disinterment and Re-interments</b>	All Cemeteries				
Infant Remains			\$	400.00	Per Occurrence

<b>Select Cemetery for this price proposal form:</b> ___ Oakwood   ___ Oakwood Annex ___ Plummers <u>X</u> Evergreen   ___ Austin Memorial Park
--

Adult Remains		\$ 1,800.00	Per Occurrence
<b>Interments (Includes spoils removal)</b>			
<b>Adult Remains</b>	All Cemeteries		
Weekdays		\$ 1,400.00	Per Occurrence
Saturday		\$ 1,600.00	Per Occurrence
Sunday		\$ 1,850.00	Per Occurrence
<b>Infants and Cremated Remains</b>	All Cemeteries		
Weekdays		\$ 450.00	Per Occurrence
Saturday		\$ 575.00	Per Occurrence
Sunday		\$ 1,000.00	Per Occurrence
<b>Other Services and Fees</b>			
Administrative Fee for burial services	All Cemeteries	\$ 1,000.00	Cost per Month
Administrative Fee for deed recording	All Cemeteries	\$ 1,000.00	Cost per Month
<b>Monument Setting</b>			
	All Cemeteries		
All 2 piece monuments		\$ 0.55	Per Sq. Inch
1 piece monument >300 sq. inch		\$ 0.55	Per Sq. Inch
1 piece monument <300 sq. inch		\$ 0.50	Per Sq. Inch
Military Markers Tabloid		\$ 2.50	Per Sq. Inch
Military Marker >300 sq. inch		\$ 0.55	Per Sq. Inch
Military marker <300 sq. inch		\$ 0.50	Per Sq. Inch
<b>Tent Setups</b>			
Includes Tent, chairs, carpets and services	All Cemeteries	\$ 175.00	Per Occurrence
<b>Section IV: Supplemental Services</b> (must also propose pricing in Section II: Cemetery Operations)			
<b>Ball Moss Removal: Cost Per Tree, DIA at TBH</b>			
0 to 10 inch caliper		NO BID	Per Tree
11-20 inch caliper		NO BID	Per Tree
21-30 inch caliper		NO BID	Per Tree
30+ inch caliper		NO BID	Per Tree
<b>Monuments and Headstones Condition Assessment</b>			
(Scope of Work page 16, Section C)			
Proposer will submit an estimate to determine monuments that require releveling		\$ 5,000.00	Per Assessment
<b>Initial Conditions Assessment</b> (Scope of Work page 19, Section L)			

Select Cemetery for this price proposal form: <input type="checkbox"/> Oakwood <input type="checkbox"/> Oakwood Annex <input type="checkbox"/> Plummers <input checked="" type="checkbox"/> Evergreen <input type="checkbox"/> Austin Memorial Park
--

Proposer will submit an estimate to conduct the facility assessment for each Cemetery within 90 days  Not Required for Plummers Cemetery	NO BID	Per Assessment
<b>Tree Survey and Risk Assessments</b> (Scope of Work Page 22, Section V)  Initial Tree Survey within 6 months, COA Environmental Criteria Manual Level Two Basic Tree Risk Assessment, ANSI A300 Part 9 Standards Level One Basic Tree Risk Assessment, ANSI A300 Part 9 Standards	NO BID  NO BID  NO BID	Survey/Year 1  Assessment/Per Yr.  Assessment/Year 1

## MANAGEMENT, OPERATIONS, AND MAINTENANCE OF AUSTIN CEMETERIES

Select Cemetery for this price proposal form: ☐ Oakwood ☒ Oakwood Annex  
☐ Plummers ☐ Evergreen ☐ Austin Memorial Park

	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Weed Control	2	Cycles/Year	\$ -	NO BID
Fertilizing	1	Cycles/Year	\$ -	NO BID
	2	Cycles/Year	\$ -	NO BID
Aerification	1	Cycle/Year	\$ -	NO BID
<b>Shrub Planting and Bed Maintenance</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Pruning/Trimming	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
Planting Bed Maintenance	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
Supplemental Tree Watering	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
<b>Brush Management</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Brush Removal to Hornsby Bend	4	Cycles/Year	\$ -	NO BID
	6	Cycles/Year	\$ -	NO BID
	12	Cycles/Year	\$ -	NO BID
<b>Facility Maintenance</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
Cost Per Month	12	Cycles/Year	\$ -	NO BID

### Section III: Interment and Burial Services

<b>Administration and Management of Interment and Burial Services</b>				
	Cost Per Month		\$ 250.00	
<b>Disinterment</b>	All Cemeteries			
Cremated Remains			\$ 300.00	Per Occurrence
Infant Remains			\$ 300.00	Per Occurrence
Adult Remains			\$ 1,200.00	Per Occurrence
Raising of Vault			\$ 250.00	Per Occurrence
<b>Disinterment and Re-interments</b>	All Cemeteries			
Infant Remains			\$ 400.00	Per Occurrence

<b>Select Cemetery for this price proposal form:</b> ___ Oakwood    ___ <b>X</b> Oakwood Annex ___ Plummers   ___ Evergreen   ___ Austin Memorial Park
---

Adult Remains		\$	1,800.00	Per Occurrence
<b>Interments (Includes spoils removal)</b>				
Adult Remains	All Cemeteries			
Weekdays		\$	1,400.00	Per Occurrence
Saturday		\$	1,600.00	Per Occurrence
Sunday		\$	1,850.00	Per Occurrence
Infants and Cremated Remains	All Cemeteries			
Weekdays		\$	450.00	Per Occurrence
Saturday		\$	575.00	Per Occurrence
Sunday		\$	1,000.00	Per Occurrence
<b>Other Services and Fees</b>				
Administrative Fee for burial services	All Cemeteries	\$	250.00	Cost per Month
Administrative Fee for deed recording	All Cemeteries		\$0.00	Cost per Month
<b>Monument Setting</b>				
	All Cemeteries			
All 2 piece monuments		\$	0.55	Per Sq. Inch
1 piece monument >300 sq. inch		\$	0.55	Per Sq. Inch
1 piece monument <300 sq. inch		\$	0.50	Per Sq. Inch
Military Markers Tabloid		\$	2.50	Per Sq. Inch
Military Marker >300 sq. inch		\$	0.55	Per Sq. Inch
Military marker <300 sq. inch		\$	0.50	Per Sq. Inch
<b>Tent Setups</b>				
Includes Tent, chairs, carpets and services	All Cemeteries	\$	175.00	Per Occurrence
<b>Section IV: Supplemental Services</b> (must also propose pricing in Section II: Cemetery Operations)				
<b>Ball Moss Removal: Cost Per Tree, DIA at TBH</b>				
0 to 10 inch caliper		NO BID		Per Tree
11-20 inch caliper		NO BID		Per Tree
21-30 inch caliper		NO BID		Per Tree
30+ inch caliper		NO BID		Per Tree
<b>Monuments and Headstones Condition Assessment</b>				
(Scope of Work page 16, Section C)				
Proposer will submit an estimate to determine monuments that require releveling		\$	5,000.00	Per Assessment
<b>Initial Conditions Assessment</b> (Scope of Work page 19, Section L)				

Select Cemetery for this price proposal form: <input type="checkbox"/> Oakwood <input checked="" type="checkbox"/> <u>X</u> Oakwood Annex <input type="checkbox"/> Plummers <input type="checkbox"/> Evergreen <input type="checkbox"/> Austin Memorial Park
--

<p><b>Proposer will submit an estimate to conduct the facility assessment for each Cemetery within 90 days</b></p> <p><b>Not Required for Plummerts Cemetery</b></p>	NO BID	Per Assessment
<p><b>Tree Survey and Risk Assessments</b> (Scope of Work Page 22, Section V)</p> <p>Initial Tree Survey within 6 months, COA Environmental Criteria Manual</p> <p>Level Two Basic Tree Risk Assessment, ANSI A300 Part 9 Standards</p> <p>Level One Basic Tree Risk Assessment, ANSI A300 Part 9 Standards</p>	<p>NO BID</p> <p>NO BID</p> <p>NO BID</p>	<p>Survey/Year 1</p> <p>Assessment/Per Yr.</p> <p>Assessment/Year 1</p>



## OF AUSTIN CEMETERIES

If submitting a proposal for more than one Operational Area, submit a Pricing Proposal for each cemetery per Operational Area proposed.

## Austin Memorial Park

Turf Maintenance	Est. Qty	Unit	Unit Price	Total Price
Mowing	16	Cycles/Year	\$ -	NO BID
	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Trimming Around Headstones/Monuments	16	Cycles/Year	\$ -	NO BID
	20	Cycles/Year	\$ -	NO BID
	24	Cycles/Year	\$ -	NO BID
Edging around curbs/sidewalks	16	Cycles/Year	\$ -	NO BID

Select Cemetery for this price proposal form: ☒ Oakwood ☐ Oakwood Annex  
☐ Plummers ☐ Evergreen ☐ Austin Memorial Park

	20	Cycles/Year	\$	-	NO BID
	24	Cycles/Year	\$	-	NO BID
Weed Control	2	Cycles/Year	\$	-	NO BID
Fertilizing	1	Cycles/Year	\$	-	NO BID
	2	Cycles/Year	\$	-	NO BID
Aerification	1	Cycle/Year	\$	-	NO BID
<b>Shrub Planting and Bed Maintenance</b>					
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Pruning/Trimming	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
Planting Bed Maintenance	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
Supplemental Tree Watering	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
<b>Brush Management</b>					
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Brush Removal to Hornsby Bend	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
<b>Facility Maintenance</b>					
	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Cost Per Month	12	Cycles/Year	\$	-	NO BID

### Section III: Interment and Burial Services

<b>Administration and Management of Interment and Burial Services</b>					
		Cost Per Month	\$	250.00	
<b>Disinterment</b>	All Cemeteries				
Cremated Remains			\$	300.00	Per Occurrence
Infant Remains			\$	300.00	Per Occurrence
Adult Remains			\$	1,200.00	Per Occurrence
Raising of Vault			\$	250.00	Per Occurrence
<b>Disinterment and Re-interments</b>	All Cemeteries				
Infant Remains			\$	400.00	Per Occurrence

<b>Select Cemetery for this price proposal form:</b> <input checked="" type="checkbox"/> Oakwood <input type="checkbox"/> Oakwood Annex <input type="checkbox"/> Plummers <input type="checkbox"/> Evergreen <input type="checkbox"/> Austin Memorial Park
---

Adult Remains		\$	1,800.00	Per Occurrence
<b>Interments (Includes spoils removal)</b>				
Adult Remains	All Cemeteries			
Weekdays		\$	1,400.00	Per Occurrence
Saturday		\$	1,600.00	Per Occurrence
Sunday		\$	1,850.00	Per Occurrence
Infants and Cremated Remains	All Cemeteries			
Weekdays		\$	450.00	Per Occurrence
Saturday		\$	575.00	Per Occurrence
Sunday		\$	1,000.00	Per Occurrence
<b>Other Services and Fees</b>				
Administrative Fee for burial services	All Cemeteries	\$	250.00	Cost per Month
Administrative Fee for deed recording	All Cemeteries		\$0.00	Cost per Month
<b>Monument Setting</b>				
	All Cemeteries			
All 2 piece monuments		\$	0.55	Per Sq. Inch
1 piece monument >300 sq. inch		\$	0.55	Per Sq. Inch
1 piece monument <300 sq. inch		\$	0.50	Per Sq. Inch
Military Markers Tabloid		\$	2.50	Per Sq. Inch
Military Marker >300 sq. inch		\$	0.55	Per Sq. Inch
Military marker <300 sq. inch		\$	0.50	Per Sq. Inch
<b>Tent Setups</b>				
Includes Tent, chairs, carpets and services	All Cemeteries	\$	175.00	Per Occurrence
<b>Section IV: Supplemental Services</b> (must also propose pricing in Section II: Cemetery Operations)				
<b>Ball Moss Removal: Cost Per Tree, DIA at TBH</b>				
0 to 10 inch caliper		NO BID		Per Tree
11-20 inch caliper		NO BID		Per Tree
21-30 inch caliper		NO BID		Per Tree
30+ inch caliper		NO BID		Per Tree
<b>Monuments and Headstones Condition Assessment</b>				
(Scope of Work page 16, Section C)				
Proposer will submit an estimate to determine monuments that require releveling		\$	7,500.00	Per Assessment
<b>Initial Conditions Assessment</b> (Scope of Work page 19, Section L)				

Select Cemetery for this price proposal form: <input checked="" type="checkbox"/> Oakwood <input type="checkbox"/> Oakwood Annex <input type="checkbox"/> Plummers <input type="checkbox"/> Evergreen <input type="checkbox"/> Austin Memorial Park
--

Proposer will submit an estimate to conduct the facility assessment for each Cemetery within 90 days  Not Required for Plummers Cemetery	NO BID	Per Assessment
<b>Tree Survey and Risk Assessments</b> (Scope of Work Page 22, Section V)  Initial Tree Survey within 6 months, COA Environmental Criteria Manual Level Two Basic Tree Risk Assessment, ANSI A300 Part 9 Standards Level One Basic Tree Risk Assessment, ANSI A300 Part 9 Standards	NO BID  NO BID  NO BID	Survey/Year 1  Assessment/Per Yr.  Assessment/Year 1

## MANAGEMENT, OPERATIONS, AND MAINTENANCE OF AUSTIN CEMETERIES

Select Cemetery for this price proposal form: ☐ Oakwood ☐ Oakwood Annex  
☒ X Plummers ☐ Evergreen ☐ Austin Memorial Park

	20	Cycles/Year	\$	-	NO BID
	24	Cycles/Year	\$	-	NO BID
Weed Control	2	Cycles/Year	\$	-	NO BID
Fertilizing	1	Cycles/Year	\$	-	NO BID
	2	Cycles/Year	\$	-	NO BID
Aerification	1	Cycle/Year	\$	-	NO BID
<b>Shrub Planting and Bed Maintenance</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Pruning/Trimming	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
Planting Bed Maintenance	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
Supplemental Tree Watering	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
<b>Brush Management</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Brush Removal to Hornsby Bend	4	Cycles/Year	\$	-	NO BID
	6	Cycles/Year	\$	-	NO BID
	12	Cycles/Year	\$	-	NO BID
<b>Facility Maintenance</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Total Price</b>
Cost Per Month	12	Cycles/Year	\$	-	NO BID
<b>Section III: Interment and Burial Services</b>					
<b>Administration and Management of Interment and Burial Services</b>					
	Cost Per Month		\$	250.00	
<b>Disinterment</b>	All Cemeteries				
Cremated Remains			\$	300.00	Per Occurrence
Infant Remains			\$	300.00	Per Occurrence
Adult Remains			\$	1,200.00	Per Occurrence
Raising of Vault			\$	250.00	Per Occurrence
<b>Disinterment and Re-interments</b>	All Cemeteries				
Infant Remains			\$	400.00	Per Occurrence

<b>Select Cemetery for this price proposal form:</b> ___ Oakwood      ___ Oakwood Annex ___ <b>X</b> Plummers      ___ Evergreen      ___ Austin Memorial Park
---

Adult Remains		\$	1,800.00	Per Occurrence
<b>Interments (Includes spoils removal)</b>				
<b>Adult Remains</b>	All Cemeteries			
Weekdays		\$	1,400.00	Per Occurrence
Saturday		\$	1,600.00	Per Occurrence
Sunday		\$	1,850.00	Per Occurrence
<b>Infants and Cremated Remains</b>	All Cemeteries			
Weekdays		\$	450.00	Per Occurrence
Saturday		\$	575.00	Per Occurrence
Sunday		\$	1,000.00	Per Occurrence
<b>Other Services and Fees</b>				
Administrative Fee for burial services	All Cemeteries	\$	250.00	Cost per Month
Administrative Fee for deed recording	All Cemeteries		\$0.00	Cost per Month
<b>Monument Setting</b>				
	All Cemeteries			
All 2 piece monuments		\$	0.55	Per Sq. Inch
1 piece monument >300 sq. inch		\$	0.55	Per Sq. Inch
1 piece monument <300 sq. inch		\$	0.50	Per Sq. Inch
Military Markers Tabloid		\$	2.50	Per Sq. Inch
Military Marker >300 sq. inch		\$	0.55	Per Sq. Inch
Military marker <300 sq. inch		\$	0.50	Per Sq. Inch
<b>Tent Setups</b>				
Includes Tent, chairs, carpets and services	All Cemeteries	\$	175.00	Per Occurrence
<b>Section IV: Supplemental Services (must also propose pricing in Section II: Cemetery Operations)</b>				
<b>Ball Moss Removal: Cost Per Tree, DIA at TBH</b>				
0 to 10 inch caliper		NO BID		Per Tree
11-20 inch caliper		NO BID		Per Tree
21-30 inch caliper		NO BID		Per Tree
30+ inch caliper		NO BID		Per Tree
<b>Monuments and Headstones Condition Assessment</b>				
(Scope of Work page 16, Section C)				
Proposer will submit an estimate to determine monuments that require releveling		\$	250.00	Per Assessment
<b>Initial Conditions Assessment (Scope of Work page 19, Section L)</b>				

Select Cemetery for this price proposal form: <input type="checkbox"/> Oakwood <input type="checkbox"/> Oakwood Annex <input checked="" type="checkbox"/> Plummers <input type="checkbox"/> Evergreen <input type="checkbox"/> Austin Memorial Park
--

Proposer will submit an estimate to conduct the facility assessment for each Cemetery within 90 days  Not Required for Plummers Cemetery	NO BID	Per Assessment
<b>Tree Survey and Risk Assessments</b> (Scope of Work Page 22, Section V)  Initial Tree Survey within 6 months, COA Environmental Criteria Manual Level Two Basic Tree Risk Assessment, ANSI A300 Part 9 Standards Level One Basic Tree Risk Assessment, ANSI A300 Part 9 Standards	NO BID  NO BID  NO BID	Survey/Year 1 Assessment/Per Yr. Assessment/Year 1





## City of Austin Records Control Schedule CERTIFICATION AND ACCEPTANCE

Section 1 TYPE OF FORM		Section 2 DEPARTMENT INFORMATION	
<input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended Schedule <input type="checkbox"/> Amendment to Schedule		Department	Parks and Recreation
		Division, Unit or Office	Cemetery
Number of pages in the form	7	Records Administrator	Ric Ramirez
Date of form	5/18/09	Address	PO Box 1088
Date of previous approved schedule, if applicable		City and Zip Code	Austin, TX 78767
		Telephone	974-9045

### Section 3 LOCAL GOVERNMENT CERTIFICATION

*The attached document of the type indicated above was submitted to the City's Records Management Committee for approval pursuant to the agreement with the Texas State Library and Archives Commission (TSLAC). The attachment contains only those records series that have previously been approved by TSLAC and/or do not increase retention 5 years beyond the recommendations made by TSLAC in the Records Retention Schedules for Local Governments. As the City's Records Management Officer, I certify that the items listed on the records control schedule meet the minimum state requirements and have been approved the City's Records Management Committee in accordance with the City's Records Management Ordinance and the Committee's Standard Operating Procedures.*

Name and Title	Shirley A. Gentry, City Clerk & Records Management Officer	
Signature		Date 5/27/09

<b>LOCAL GOVERNMENT RECORDS CONTROL SCHEDULE</b> Pursuant to Local Government Code § 203.041 Texas State Library and Archives Commission SLR 500 (2/93)	Government: CITY OF AUSTIN			
	Department: Parks and Recreation		Division/Office: Cemetery Unit	
	Address: P.O. Box 1088	City: Austin, Texas	Zip: 78767	Telephone: 974-9045
	<input checked="" type="checkbox"/> Original Filing <input type="checkbox"/> Amended Filing	Date: 5/18/2009	Page: 1 of 7	Records Management Officer Shirley A. Gentry, City Clerk

TSL RECORD SERIES NUMBER	COA RECORD SERIES NUMBER	RECORD TITLE AND DESCRIPTION	RETENTION PERIOD			CUSTODIAL AND DISPOSITION INSTRUCTIONS
			Office	Records Center	Total	
GR1075-15	PFM01-15A	<b>Accident and Damage Reports Property and Equipment</b>  Reports and accidents or damage to facilities, vehicles, or equipment if no personal injury is involved.	3 years		3 years	
GR1000-20(a)	PFM01-05A	<b>Accident Report Adults</b>  Reports of accidents to persons on local government property or in any other situation in which a local government could be party to a law suit.	5 years		5 years	
GR1000-20(b)	PFM01-10A	<b>Accident Report Minors</b>  Reports of accidents to persons on local government property or in any other situation in which a local government could be party to a law suit.	AC		AC	AC= 5 years; or 2 years after the minor reaches the age of 18, whichever later.
GR1025-26(a)	FIN01-05C	<b>Accounts Payable Capital Equipment and Fixed Assets</b>  Records documenting capital equipment and fixed asset purchases. May include cash receipts and other supporting documents for capital projects.	2 years		2 years	FE = End of fiscal year of date of disposal of the asset. Custodian is the Financial and Administrative Services: Controller's Office.

Exhibit B (page 2 of 8)

AC= After closed, terminated, expired or settled; CE= End of Calendar Year; FE= End of fiscal year; LA= Life of asset; PM= Permanent; AV= Until administrative value ends; US= Until superseded; AR= Archival review before disposal; ER= Essential Vital Record; CFR= Code of Federal Regulations; TAC= Texas Administrative Code.

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Parks and Recreation	Division/Office: Cemetery Unit
	Date: 5/18/2009	Page: 2 of 7

GR1025-26	FIN01-30C	<b>Accounts Payable Vouchers and Invoices</b>  Payment vouchers, vendor invoices, manual warrants and supporting documentation, and similar records that document the disbursement of City money including reimbursement to employees for travel and other employment-related expenses.	2 years		2 years	Custodian is the Financial and Administrative Services: Controller's Office.
GR1025-27	FIN05-20A	<b>Accounts Receivable General</b>  Records documenting money owed to or received by a City department. Includes statements, billing registers, receipt books, daily cash reports, cash drawer reconciliations, and other similar records.	FE + 5 years		FE + 5 years	FE = End of fiscal year of date of receipt. Custodian is the department that created the record.
GR1000-01(a)	GAR25-30A	<b>Agenda Open Meetings - Non City Council</b>  Agenda of other open meetings including Boards and Commissions.	2 years		2 years	Custodian is the creating department's liaison to the board.
GR1025-01(b)	AUD01-20A	<b>Audit Records Periodic Reports Included in Cumulative Audit</b>  Annual, biennial, or other periodic reports of an internal or external audit if they are included in a cumulative audit.	2 years		2 years	Custodian is the department conducting the audit (in the case of internal audits) or the department contracting the audit (external audits).
GR1075-01(a)	FIN65-10D	<b>Bid Records Successful</b>  Successful bids, including invitations to bid, requests for proposal, bid bonds and affidavits, bid sheets, and similar supporting documentation. If a formal written contract is the result of a successful bid or request for proposal, its supporting documentation must be retained for the same period as the contract.	2 years		2 years	Custodian is the Purchasing Office.
GR1025-04(c)	FIN20-30A	<b>Budget Records Work Papers</b>  Work papers created exclusively for the preparation of budgets.	2 years		2 years	Custodian is the department that created the record.
PW5675-04	LEG10-10A	<b>Cemetery Maps and Plats</b>  Maps, plats, or similar records showing the location of all graves and gravesites in the cemetery.	PM		PM	Custodian of the permanent record is the department.

Exhibit B (page 3 of 8)

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Parks and Recreation	Division/Office: Cemetery Unit
	Date: 5/18/2009	Page: 3 of 7

PW5675-05	LEG10-15A	<b>Cemetery Registers</b> Ledgers, registers, or similar records showing all cemetery lots by plat number with the name of the purchaser, purchase price, and date of purchase.	PM		PM	Custodian of the permanent record is the department.
GR1000-24	GAR02-10A	<b>Complaints</b> Complaints received from the public by the department relating to government policy.	AC + 2 years		AC + 2 years	AC = Resolution or dismissal of complaint.
GR1075-16	WRK20-05D	<b>Construction Project Files</b> Records concerning the planning, design, construction, conversion, or modernization for the main library, and outlying branches.	AC		AC	The custodian is the Public Works Department. AC = Date project completed.
GR1000-25	LEG20-10D	<b>Contracts and Agreements</b> <b>Other</b> Records related to obligations under agreements, leases and contracts not negotiated by the City's Purchasing Departments. Example: Inter-local agreements.	AC + 2 years		AC + 2 years	AC = Expiration/termination of the contract, lease or agreement. Custodian is the PARD Accounting Office.
GR1000-26(b)	GAR02-05A	<b>Correspondence and Internal Memoranda</b> <b>Administrative</b> Correspondence and internal memoranda pertaining to or arising from the routine administration or operation of the policies, programs, services, and projects of a local government.	2 years		2 years	
GR1000-26(a)	GAR02-20A	<b>Correspondence and Internal Memoranda</b> <b>Policy and Program Development</b> Correspondence and internal memoranda pertaining to the formulation, planning, implementation, modification, or redefinition of the policies, programs, services, or projects of a local government.	5 years		5 years	AR: These files should be reviewed by the Austin History Center for historical value prior to their destruction.
GR1000-26(c)	GAR02-25A	<b>Correspondence and Internal Memoranda</b> <b>Routine</b> Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices, and similar routine matters.	AV		AV	AV = Until administrative value expires. If upon review any material requires a retention period over 1 year please contact Records Management Services.

Exhibit B (page 4 of 8)

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Parks and Recreation	Division/Office: Cemetery Unit
	Date: 5/18/2009	Page: 4 of 7

PW5675-06	LEG10-05A	<b>Deeds Cemetery</b>  Deed books or copies of deeds or comparable instruments of ownership of lots and gravesites, including similar records relating to deed transfers.	PM		PM	Custodian of the permanent record is the department.
PW5675-03	WRK15-20A	<b>Disinterment Records</b>  Court or health department exhumation orders, copies of disinterment permits, reports concerning the disinterment and subsequent disposition of the exhumed remains, and similar records relating to the disinterment or exhumation of human remains.	PM		PM	Custodian of the permanent record is the department.
GR1050-09; GR1050-07; GR1050-03; GR1050-04; GR1050-20	PER30-20B	<b>Employee Personnel Files Non-Civil Service</b>  Records providing a history of each employee's employment with the City beginning with initial hire. Includes awards and commendations, certificates and licenses, disciplinary records, grievance records, copy of employment application, transcripts, etc.	AC		AC	AC = Date of employee separation. Custodian is the human resource unit of the department that created the record. When employees transfer from one department to another, their files should be transferred to the new department's human resource unit.
GR1025-07(a)	FIN40-05D	<b>Financial Reports Interim</b>  Monthly, bimonthly, quarterly, or semi-annual reports.	2 years		2 years	Custodian is the PARD Accounting Office.
PW5675-02	WRK15-25A	<b>Interment Records</b>  Records showing name and age of deceased (if known), date of interment, and type and location of interment	PM		PM	Custodian of the permanent record is the department.
GR1075-02	PFM05-35A	<b>Inventory Records Parts and Supplies</b>  Inventory records for parts and supplies.	1 year		1 year	
GR1050-25	PER60-20B	<b>Personnel Studies and Surveys</b>  Studies, statistical reports, surveys, costs analyses and projections, and similar records including employee questionnaires.	3 years		3 years	Official record is maintained by the Human Resource Department.
GR1050-24; GR1050-55	PER30-35F	<b>Personnel/Payroll Action Forms (PAF)</b>  Documents the hiring, termination, transfer, pay grade, position or job title, name changes, etc., including all changes that occur during the employment period.	1 year		1 year	Official record is maintained by the Human Resource Department.

Exhibit B (page 5 of 8)

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Parks and Recreation	Division/Office: Cemetery Unit
	Date: 5/18/2009	Page: 5 of 7

GR1000-37	GAR35-05A	<b>Photographs, Recordings, and other Non-Textual Media</b>  Photographs, photographic scrapbooks, slides, sound recordings, videotapes, posters, and other non-textual media that document the history and activities of a local government or any of its departments, programs, or projects <i>except</i> such records noted elsewhere in this or other commission schedules.	PM		PM	AR: These records should be transferred to the Austin History Center following the expiration of their administrative value to the department.
GR1000-38	GAR40-15A	<b>Policy and Procedure Documentation General</b>  Records documenting the guiding principles (policy) and courses of action (procedures) intended to ensure compliance with City requirements. Includes policy documentation and the written procedures related to the adoption of these policies.	US + 5 years		US + 5 years	AR: These files should be reviewed by the Austin History Center for historical value prior to their destruction.
TX2975-13	SAF30-05A	<b>Property Transfer Documentation</b>  Deed abstracts, death and probate abstracts, division orders, and similar data documenting transfer of ownership of property, used by appraisal districts to update appraisal records.	AV		AV	
GR1075-03(a)	FIN65-30A	<b>Purchase Orders</b>  Records related to actual purchases or commitments to purchase and authorizations for expenses.	2 years		2 years	Custodian is the City Purchasing Office.
GR1075-03(c)	FIN65-25A	<b>Purchase Orders Packing Slips</b>  Records that document the receipt of goods and services purchased by City departments.	AV		AV	AV = Until administrative value expires but no longer than 3 years.
GR1000-40(d)	GAR40-25A	<b>Records Management Records Policies and Procedures</b>  Records Management Plans and Policy Documents.	US + 5 years		US + 5 years	
GR1000-41(a)(3)	GAR60-25A	<b>Reports and Studies – Non Fiscal Special: Director Requested</b>  Special reports or studies prepared by order or request of the chief administrative officer.	5 years		5 years	AR: These records should be reviewed by the Austin History Center prior to their destruction for historical value.

Exhibit B (page 6 of 8)

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Parks and Recreation	Division/Office: Cemetery Unit
	Date: 5/18/2009	Page: 6 of 7

GR1000-41(a)(4)	GAR60-15A	<b>Reports and Studies -Non-Fiscal Non-Annual</b>  Includes monthly, bimonthly, quarterly, or semi-annual reports created by the department.	3 years		3 years	
HR2400-07	LEG65-25A	<b>Reports of Death</b>  Reports of death filed by funeral directors or persons acting as such.	AC		AC	AC = Receipt of death certificate
PW5275-07(a)	WRK75-05A	<b>Road and Street Maintenance Records</b>  Reports, logs, or similar records compiled on a daily, weekly, and/or monthly basis documenting repair and maintenance work on roads, streets, street lights, sidewalks, rights of way, etc.	3 years		3 years	
PW5200-02	PFM10-30A	<b>Service Request/Work Orders</b>  Service requests and work orders to be performed by public works and services personnel; specifically, interment at the cemetery.	2 years		2 years	
GR1075-41(b)	GAR10-65A	<b>Telephone Logs or Activity Reports</b>  Registers or logs of telephone calls made and similar telephone activity reports.	2 years		2 years	
GR1050-54(d)	FIN75-10A	<b>Time and Attendance Records Employee Reports</b>  Copies of periodic time summary or leave status reports furnished to each employee containing information on vacation, sick, compensatory, or other leave earned and used, including the final report of separated employees.	2 years		2 years	Custodian is the PARC Human Resource Department.
GR1050-54(b); GR1050-56; GR1050-57; GR1050-31	FIN75-15A	<b>Time and Attendance Records General</b>  Includes timesheets; requests and authorizations for vacation, compensatory, sick and other types of authorized leave; time change records which document requests and authorizations for overtime, time trading, and other actions that affect normal work time including leave requests; and work schedules.	4 years		4 years	

Exhibit B (page 7 of 8)

CITY OF AUSTIN RECORDS CONTROL SCHEDULE	Department: Parks and Recreation	Division/Office: Cemetery Unit
	Date: 5/18/2009	Page: 7 of 7

GR1075-20(a)	PFM30-05A	<b>Usage Reports</b> <b>Activity Logs/Usage Report</b> Any type of usage report (e.g., mileage, fuel consumption, copies run) <i>if</i> such reports are the basis for allocating costs, for determining payment under rental or lease agreements, etc.	FE + 3 years		FE + 3 years	
GR1075-19	PFM10-35A	<b>Work Orders</b> <b>Facilities, Vehicles and Equipment</b> For repairs and maintenance to facilities, vehicles, or equipment.	2 years		2 years	



**IFB – MBE/WBE COMPLIANCE PLAN**

*All sections (I-VIII) must be completed and submitted  
prior to the due date in the solicitation documents*

**Section I — Project Identification and Goals**

<b>Project Name</b>	Management, Operations and Maintenance of Austin Cemeteries
<b>Solicitation Number</b>	SAP0101

Project Goals or Subgoals	
MBE	10.16%
African American	NA%
Hispanic	NA%
Native/Asian American	NA%
WBE	4.12%

**Section II — Prime Company Information**

<b>Name of Company</b>	INTERMENT SERVICES INC.
<b>Address</b>	625 PIONEER TRAIL
<b>City, State Zip</b>	SAN MARCOS, TX 78666
<b>Phone</b>	512-517-3542
<b>Fax</b>	512-396-4057
<b>Name of Contact Person</b>	GENE BAGWELL
<b>Is prime company City certified?</b>	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 Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Plan shall become a part of my contract with the City of Austin.

GENE BAGWELL OWNER / PRESIDENT  
Name and Title of Authorized Representative

Gene Bagwell  
Signature

2/20/13  
Date

**For SMBR Use Only:**

I have reviewed this compliance plan and found that the Bidder HAS ☐ or HAS NOT ☐ complied as per the City Code Chapter 2-9A.

Reviewing Counselor

Raymond M. Young

Date

MARCH 5, 2013

Director/Assistant Director

John Walker

Date

3-5-13

## Section III — Compliance Plan Summary

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (if applicable): \$ Not Applicable  
(See Attached Cover Letter)

Goals: Proposed Participation		
MBE	\$ <u>N/A</u>	%
WBE	\$ <u>N/A</u>	%
Non-Certified	\$ <u>N/A</u>	%

10.16 %  
4.12 %  
\* see attached  
letter for  
clarification

SubGoals: Proposed Participation		
African American	\$ <u>N/A</u>	%
Hispanic	\$ <u>N/A</u>	%
Native/Asian American	\$ <u>N/A</u>	%
WBE	\$ <u>N/A</u>	%
Non-Certified	\$ <u>N/A</u>	%

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ N/A Percentage: \_\_\_\_\_%

Are the stated goals or subgoals of the solicitation met? (If no, attach documentation of Good Faith Efforts)

Yes ☐

No ☒

**For SMBR Use Only:**

Verified Goals OR Subgoals:

MBE \_\_\_\_\_ % WBE \_\_\_\_\_ %

African-American \_\_\_\_\_ %; Hispanic \_\_\_\_\_ %; Native/Asian American \_\_\_\_\_ %; WBE \_\_\_\_\_ %

**Section IV — Disclosure of MBE and WBE Participation**  
Duplicate As Needed

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.

Name of MBE/WBE Certified Firm	Beaquest LLC		
City of Austin Certified	MBE <input checked="" type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code	BEA 8308480		
Address/ City / State / Zip	2300 G. Blm White Blvd Austin, TX 78741		
Contact Person	Rubel Ahmed	Phone #:	512-565-1048
Amount of Subcontract	\$		%
Commodity codes/describe services	Fuel		

Name of MBE/WBE Certified Firm	Arrow Oil Company (S&P Investments Inc.)		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input checked="" type="checkbox"/>	Ethnic/Gender Code:
Vendor Code	VC0000102094		
Address/ City / State / Zip	P.O. Box 5877 Austin, TX 78763		
Contact Person	Sue Watson	Phone #:	512-371-3222
Amount of Subcontract	\$		%
Commodity codes/describe services	Fuel		

Name of MBE/WBE Certified Firm	Champion Fuel Solutions		
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input checked="" type="checkbox"/>	Ethnic/Gender Code:
Vendor Code	V50000036392		
Address/ City / State / Zip	P.O. Box 210191 Bedford, TX 76095		
Contact Person	Patti Russell	Phone #:	877-909-9191
Amount of Subcontract	\$		%
Commodity codes/describe services	Fuel		

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person		Phone #:	
Amount of Subcontract	\$		%
Commodity codes/describe services			

**Section V — Disclosure of Non-Certified Subcontractors**  
Duplicate As Needed

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Will non-certified subcontractors/suppliers be used? Yes ☒ No ☐

Subcontractor	TEX Con Oil Company	
Vendor Code		
Address/ City / State / Zip	4906 Burleson Austin, TX 78764	
Contact Person	Phb Stehlin	Phone #: 512-444-1991
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person	Phone #:	
Amount of Subcontract	\$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

## Section VI Disclosure of Second-Level Subcontractors

Duplicate as Needed**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	N/A		
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

Second-Level Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

Second-Level Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

Second-Level Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Second-Level Subcontract	\$		%
Commodity codes/describe services			
First-Level Subcontractor			

**Section VII Disclosure of Primary and Alternate Trucking Subcontractors**  
Duplicate as Needed

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.
- Fill in the names of Trucking Subcontractors as registered with the City of Austin.

Primary Trucking Subcontractor	N/A		
City of Austin Certified?	No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

Alternate Trucking Subcontractor			
City of Austin Certified?	No <input type="checkbox"/>	MBE <input type="checkbox"/>	WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		

## SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes ☒ No ☐

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone)

Yes ☒ No ☐

List Methods: Phone & Email

3. Were steps taken to follow up with interested MBE/WBEs? Yes ☒ No ☐

4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)?

Yes ☐ No ☒

5. Were written notices sent to Minority or Women organizations? Yes ☐ No ☒

6. Were additional elements of work identified to achieve the goals or subgoals?

Yes ☒ No ☐

If yes, please explain: See COVER LETTER



## SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST CONTINUED....

7. Was SMBR contacted for assistance? Yes ☒ No ☐

If yes, complete following:

Contact Person: Stella Richardson Kinley

Date of Contact: 2/4/13 - 2/19/13

Summary of Request: Clarification of Availability List - how Goals were computed, these Bid Determination

8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☒

If yes, complete following:

Organization(s): \_\_\_\_\_

Date of Contact: \_\_\_\_\_

Summary of Request: \_\_\_\_\_

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (*Documentation is not limited to this list.*)

Yes ☒ No ☐ Copy of written solicitation sent to MBE/WBEs in SLBP area.

Yes ☒ No ☐ Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).

Yes ☐ No ☒ Copy of advertisements.

Yes ☐ No ☒ Copy of notices sent to Minority and Women organizations.

Yes ☒ No ☐ Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs).



## Fee Schedule

Service	2012/13 COA Fee Schedule	ISI RFP Proposed Fees	ISI Pre-Positioned Fees
Adult Interment	\$950.00	\$1,300.00	\$1,150.00
Infant/Cremated Remains	\$350.00	\$450.00	\$425.00
<b>Disinterment</b>			
Cremated Remains	\$200.00	\$300.00	\$250.00
Infant Remains	\$200.00	\$300.00	\$275.00
Adult Remains	\$900.00	\$12,500.00	\$950.00
Raising of Vault	\$250.00	\$250.00	\$250.00
<b>Disinterment &amp; Re-interments</b>			
Infant Remains	\$350.00	\$400.00	\$375.00
Adult Remains	\$1,500.00	\$1,800.00	\$1,550.00
<b>Additional Services &amp; Additional Fees</b>			
Insufficient Notice	\$350.00		\$350.00
Holidays (Adult Interment/Adult Remains)	\$1,000.00		\$1,000.00
Holidays (Infant Remains/Cremated Remains)			\$550.00
Saturday	\$1,075.00	\$1,500.00	\$100.00
Sunday	\$1,225.00	\$1,750.00	\$350.00
Tent Set-up	\$150.00	\$175.00	\$175.00
Haul to AMP from other Cemeteries			\$150.00
Haul to other locations			\$150.00
Mileage for Haul to other locations			\$6.00
Grave Liners including setting	\$310.00	\$310.00	\$310.00
Plummer Fee			\$100.00
Oakwood Fee			\$100.00
Oakwood Annex Fee			\$100.00
Evergreen Fee			\$100.00
<b>Monument Setting</b>			
- All 2 piece	\$0.53	\$0.55	\$0.55
- 1 piece >300 sq. inch	\$0.48	\$0.55	\$0.55
-1 piece <300 sq. inch	\$0.44	\$0.50	\$0.50
- Military Markers Tabloid*	\$75.00	\$75.00	\$75.00
-Military Marker >300 sq. inch	\$0.48	\$0.55	\$0.55
-Military Marker <300 sq. inch	\$0.39	\$0.50	\$0.50
* ISI proposal of \$2.50/in equivalent to \$75.00 per tabloid marker			

### 5. Area Summary of Interment Fees

The City of Austin continues to provide quality and affordable cemetery services for our central Texas families. Fees for burial plots and interment services have not increased since fiscal year 2010-2011, and

the proposed negotiated fee of \$1,150, while higher than the approved fee of \$950 is still below the average of area and statewide burial interment fees. The interment fee for adults buried before 3:00pm weekdays is the predominant interment service.

Cemetery Name	Cemetery Location	Burial Interment Times Only	Interment Fees (Adult)
City of Austin	Austin, Texas	Adult Before 3:00	\$ 950
Our Lady of Rosary	Georgetown, Texas	No Times Given	\$ 725
Cook Walden Cemetery	Pflugerville, Texas	Adult Before 3:00	\$ 1,495
Memorial Hill Cemetery	Pflugerville, Texas	Adult Before 3:00	\$ 1,495
Oakwood Cemetery	Waco, Texas	Monday-Friday	\$ 700
Forest Lawn Cemetery	Dallas, Texas	Monday-Friday	\$ 1,300
Lincoln Memorial Park	Dallas, Texas	No Times Given	\$ 1,375
Forest Lawn Cemetery	Houston, Texas	Adult Before 3:00	\$ 600
Glen Cemetery	Houston, Texas	Adult Before 3:00	\$ 2,500
Woodlawn Funeral & Cemetery	Houston, Texas	Adult Before 3:00	\$ 1,395
Rose Hill Memorial Park	Corpus Christi, Texas	Adult Before 3:00	\$ 1,300
Seaside Memorial Park	Corpus Christi, Texas	Adult Before 2:00	\$ 1,345
		Average Fee	\$ 1,265

#### 6. Cost Comparison of Cemetery Mowing Services

The estimated cost for mowing services provided by City of Austin staff for all city cemeteries is \$721,773 annually. The estimated cost for contracting these services is \$721,837. The estimated cost were calculated by base cost of current contracts with Maldonado Landscaping and Pampered Lawns with a 50% increase due to addition of irrigation services, additional trimming around headstones, increase blowing, and increase in brush and small tree care.

These services include mowing each cemetery 2.5 times per month, grass trimming, brush and small tree maintenance and irrigation services five (5) days per week, seven (7) hours per day.

Cemetery	Austin Memorial Park	Oakwood Cemetery	Oakwood Annex	Evergreen Cemetery	Plummers Cemetery	Total	
Total Number of Acres	96.75	40.00	22.00	30.00	8.00	196.75	
<b>City of Austin</b>							
Mowing Cost/Year	\$ 192,462	\$ 192,462	\$ 96,231	\$ 192,462	\$ 48,116	\$ 721,733	
Cost/Acre/Cycle	\$ 66.31	\$ 160.39	\$ 145.80	\$ 213.85	\$ 200.48	\$ 157.37	Average
<b>Estimated Contract for Services</b>							
Mowing Cost/Year	\$ 189,356	\$ 201,412	\$ 101,245	\$ 178,412	\$ 51,412	\$ 721,837	
Cost/Acre/Cycle	\$ 65.24	\$ 165.14	\$ 155.14	\$ 200.10	\$ 201.89	\$ 157.50	Average