SUBMITTAL – Offer and Acceptance

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OFFER BY THE OFFEROR

Offeror Statement. By signing below, I represent and certify that I am submitting a binding offer and am authorized to bind the offeror to fully comply with the solicitation to which I submit this offer. I acknowledge that I have received, read, and understood the entire solicitation document packet sections, including any addenda issued, and agree to be bound by its terms. I understand and agree that offers submitted with incomplete and/or unsigned offer and acceptance may not be considered and may be rejected as nonresponsive.

Company Name: Texas Disposal Systems, Inc.

Company Address: 12200 Carl Road

City, State, Zip: Creedmoor, Texas 78610

City Vendor Registration No.: TEX479800

Printed Name of Officer or Authorized Representative: Stefanie Quimby

Title: Governmental Sales Supervisor

Signature of Officer or Authorized Representative: X Stefanie Quimby

Date: 11/18/2025

Email Address: squimby@@texasdisposal.com Phone Number: 512-422-9980

ACCEPTANCE BY THE CITY

City Staff Only. By signing below, the City's representative affirms they are duly authorized and that they accept this offer as clarified herein. Contractor is now bound to sell the materials or services specified in the Contract.

Contract Number: MA 1500 NA260000112 Effective Date: 03/27/2026

Printed Name of City's Authorized Procurement Staff: Richard Whipple Approved By: Erin D'Vincent

Title of City's Authorized Procurement Staff: Procurement Specialist IV

Signature: Richard Whipple Digitally signed by Richard Whipple Date: 2026.03.27 09:35:37 -05'00' Date: March 27, 2026

Email: Richard.Whipple@austintexas.gov Phone: 512-974-3349

SUBMITTAL – Offer and Acceptance

OFFER CERTIFICATIONS

Instructions. By submitting this offer, I, my firm and its principals (collectively "Offeror") certify the following statements are true now and will be for the term of any resulting contract.

OFFEROR HEREBY CERTIFIES

1. Debarment.

Offeror is not currently suspended or debarred from offering on any federal, state, or City of Austin contracts.

2. Collusion.

Offeror has not in any way directly or indirectly (1) 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; or (2) 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 Bid or the Bid of any other Offeror.

3. Conflicts of Interest.

Offeror has not (1) received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents; (2) have 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 we may have provided relevant product or process information to a consultant in the normal course of its business; or (3) have not participated in the evaluation of Offers or other decision making process for this Solicitation and, if we are awarded a Contract, no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with us, 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 we may have provided relevant product or process information to a consultant in the normal course of its business.

4. Texas Local Government Code, Ch. 176.

In accordance with Chapter 176 of the Texas Local Government Code, Offeror has not (1) had 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; (2) 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 $100 in the twelve-month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and (3) had a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

SUBMITTAL – Offer and Acceptance

5. Texas Local Government Code, Ch. 2271.022, Boycotting Israel.

Pursuant to Texas Government Code §2271.002, Offeror verifies that we do not boycott Israel and will not boycott Israel during the term of the resulting contract.

6. Texas Government Code, Ch. 2275, Specified Business with Specified Countries.

Pursuant to Texas Government Code Chapter 2275, Offeror verifies that if we have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of any City contract, that we are not owned by or the majority of stock or other ownership interest of our firm is not held or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

7. ERCOT Protocols Sec. 16.1.4(1)(b), Lone Star Infrastructure Protection Act.

Pursuant to ERCOT Protocols Section 16.1.4(1)(b), we verify that if we provide Critical Electrical Grid Equipment (CEGE) or Critical Electric Grid Services (CEGS), any CEGE or CEGS we provide were not manufactured, produced, created, or otherwise provided by a Lone Star Infrastructure Protection Act (LSIPA) Designated Company.

> **Critical Electric Grid Equipment (CEGE).** (1) Equipment accessible by means of routable connectivity that, as installed, can be used to gain remote access to or control of ERCOT System Infrastructure, the ERCOT Wide Area Network (WAN), or Market Information System (MIS), if such equipment, if destroyed, degraded, misused, or otherwise rendered unavailable would, within 15 minutes or less of its mis-operation, non-operation, or required operation, adversely impact the reliable operation of ERCOT System Infrastructure. Redundancy of affected facilities, systems, and equipment shall not be considered when determining adverse impact. (2) For Load Resources, this definition only applies to equipment used to send and receive ERCOT telemetry and ERCOT Dispatch Instructions. (3) For purposes of this definition, "reliable operation of ERCOT System Infrastructure" means operating elements of ERCOT System Infrastructure within equipment and electric system thermal, voltage, and stability limits so that instability, uncontrolled separation, or cascading failures of ERCOT System Infrastructure will not occur as a result of a sudden disturbance, including a cybersecurity incident, or unanticipated failure of system elements.
>
> **Critical Electric Grid Services (CEGS).** Services and software provided by a vendor for the operation, control, monitoring, maintenance, or use of Critical Electric Grid Equipment (CEGE), excluding access specifically allowed by the purchaser for product warranty or support purposes.
>
> **ERCOT System Infrastructure.** The Transmission Facilities, distribution facilities, Resources, Settlement Only Generators (SOGs), and Emergency Response Service (ERS) Resources that comprise the ERCOT System and the physical and virtual cyber assets used to control the ERCOT System.
>
> **Lone Star Infrastructure Protection Act (LSIPA) Designated Company.** An Entity (including an LSIPA Affiliate) that meets any of the company ownership or headquarters criteria listed in Texas Business and

Commerce Code, Section 117.002(a)(2)(A)-(b)(2)(B) or Texas Government Code Section 2275.0102(a)(2)(A)-(b)(2)(B).

Lone Star Infrastructure Protection Act (LSIPA) Designated Country. China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure pursuant to Texas Business and Commerce Code, Section 117.003 or Texas Government Code, Section 2275.0103.

Lone Star Infrastructure Protection Act (LSIPA) Affiliate. An Entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the LSIPA Designated Company. For purposes of this definition, "controls," "controlled by," or "under common control with" shall mean (1) the ownership of 20 percent or more of the outstanding securities of an Entity or (2) the power of an Entity, directly or indirectly, through one or more intermediaries, to direct the management and/or policies and procedures of another Entity. Ownership by an Entity of equity securities (whether publicly traded or not) of another Entity shall not result in control for purposes of this definition if the holder owns (in its name or via intermediaries) 20 percent or more of the outstanding securities of the Entity, and: (a) the securities are held as a passive investment; (b) the holder does not have representation on the Entity's board of directors (or equivalent governing body) or vice versa; and (c) the holder does not in fact exercise influence over day-to-day management decisions.

8. Texas Government Code, Ch. 2274, Boycotting Firearms Entities.

Pursuant to Texas Government Code Chapter 2274, Offeror verifies that, if we have 10 or more full-time employees: (1) we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the resulting contract against a firearm entity or firearm trade association.

9. Texas Government Code, Ch. 2276, Boycotting Energy Companies.

Pursuant to Texas Government Code Chapter 2276, Offeror verifies that, if we have 10 or more full-time employees: (1) we do not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

10. Austin City Code, Ch. 4-22, Wage Theft.

Pursuant to Austin City Code, Chapter 4-22, Offeror verifies that we has not been adjudicated for wage theft related incidents as defined in Austin City Code Chapter 4, § 4-22-1 (G) & (H) within five (5) years prior to the solicitation date of this agreement. Furthermore, this firm agrees to abide by the items outlined in Section 4-22-5 (B) and Section 4-22-6 (A) of the Austin City Code.

11. Austin City Council Resolution No 20191114-056, LGBTQ+ Conversion Therapy.

Pursuant to City Council Resolution No. 20191114-056, Offeror is not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy. If the City determines in its sole discretion that we have, during the term of the resulting Contract, engaged in any such practices, the City may terminate this Contract without penalty to the City.

SUBMITTAL – Offer and Acceptance

12. Texas Government Code, Ch. 2252.002, Nonresident Bidders.

In accordance with Texas Government Code Ch. 2252.002, the City is required apply a reciprocal (counter) preference to offers submitted by Nonresident Bidders, consistent with any preference granted by the state of the Nonresident Bidder's principal place of business. The City is also required to apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with any preference granted by the state where the majority of the equipment, supplies, and/or materials were manufactured. As defined in the statute, a Resident Bidder is an offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A Nonresident Bidder therefore is an offeror that is not a Resident Bidder.

Instruction. Offerors shall read and check the applicable boxes in response to both certifications below.

OFFEROR HEREBY CERTIFIES

(Check One)

☐ **YES** ☒ **NO**

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If **"YES"** is checked, provide the name of the State where Nonresident Bidder's Principal Place of Business is located.

_____

(State)

OFFEROR HEREBY CERTIFIES

(Check One)

☐ **YES** ☒ **NO**

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies, and/or Materials in accordance with Texas Government Code Ch. 2252.002.

If **"YES"** is checked, provide the name of the State where majority of the Equipment, Supplies, and/or Materials were manufactured.

_____

(State)

SUBMITTAL – Small Business Preference

SMALL BUSINESS PREFERENCE – OPTIONAL

To encourage Small Businesses to participate in City solicitations and to increase the opportunities to do business with the City, the City of Austin maintains a Small Business Preference Procurement or "Small Business" Program.

1 **Instructions.** Offerors meeting the following criteria are encouraged to complete this form and include it with their Offer. Participation in this program or completion of this form is not required to respond to this solicitation.

   A. Small Business. The City defines Small Businesses as any person or corporate entity holding a recognized Certification that, among the Certification's requirements, includes compliance with the US Small Business Administration's Small Business Size Standard.

   B. Certifications Recognized. At this time, the City recognizes the following Certifications in determining a Small Business for purposes of this program. (see Small Business Program on AustinTexas.gov here: https://www.austintexas.gov/page/small-business-program).

2 **Confirmation.** The City may request additional information to confirm the Offeror's Certification and status, including contacting the certifying entity.

3 **Misrepresentation.** If the City determines any of the Offeror's information regarding their Certification is incorrect, the City may withhold any available preference. If the City determines the error was intentional, the City may disqualify the Offeror from any resulting contract as being non-responsible. If the Offeror is awarded the contract, and the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

OFFEROR HEREBY CERTIFIES

Recognized Certification, including Small Business Size Standard

Certifying Entity:

Certification Name (ACRONYM):

Certification Number:

Certification Expiration Date:

SUBMITTAL – Local Business Preference

LOCAL BUSINESS PREFERENCE – OPTIONAL

To encourage Local Businesses to participate in City solicitations and to increase the opportunities to do business with the City, the City of Austin maintains a Local Business Preference Procurement or "Local Preference" Program.

Note: Local Business Preference may not be allowable, and will not be provided, in solicitations subject to federal funding.

1 **Instructions.** Offerors meeting the following criteria (both) are encouraged to complete this form and include it with their Offer. Participation in this program or completion of this form is not required to respond to this solicitation.

A. Local Business. The City defines a Local Business as any person or corporate entity with Headquarters located within the Local Area. The City defines Headquarters as (a) the location of the owners or leadership, where they provide direction and management of the entity, and/or (b) the location of the entity's Administrative Center, where most of the entity's important business and operational activities are managed.

B. Local Area. The City defines the Local Area as being within the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), including all areas within Bastrop, Caldwell, Hays, Travis and Williamson counties, or "Greater Austin".

2 **Confirmation.** The City may request additional information to confirm the Offeror's Headquarters, including resources like the following (https://geomap.ffiec.gov/ffiecgeomap/) and (https://mycpa.cpa.state.tx.us/coa/).

3 **Misrepresentation.** If the City determines any of the Offeror's information regarding their Headquarters is incorrect, the City may withhold any available preference. If the City determines the error was intentional, the City may disqualify the Offeror from any resulting contract as being non-responsible. If the Offeror is awarded the contract, and the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

OFFEROR HEREBY CERTIFIES

Headquarters Address

Physical Address of Offeror's Headquarters:

Headquarters Certification

Functions provided at Offeror's Headquarters, as defined above (check at least one).

☒ Location of the entity's Owners or Leadership

☒ Location of entity's Administrative Center

SUBMITTAL – Subcontracting Plan, No Goals

SUBCONTRACTING FORM

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor Goals could be applied. Due to insufficient subcontracting opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no M/WBE subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the procedures of City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

A. Offerors who DO NOT intend to use Subcontractors shall check the applicable "NO" box and complete this Subcontract Form and include it with their sealed Offer.

B. Offerors who DO intend to use Subcontractors shall check the applicable "YES" box and complete this Subcontract Form and the Subcontract Plan and include all with their sealed Offer.

OFFEROR CERTIFICATION	
Company Name	Texas Disposal Systems, Inc.
City Vendor ID Code	TEX479800
Is the Offeror City of Austin M/WBE certified?	☒ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture
Using Subcontractors?	☒ **NO**, **I DO NOT** intend to use Subcontractors. ☐ **YES, I DO** intend to use Subcontractors.

If I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.

Stefanie Quimby, Governmental Sales Supervisor
Name and Title of Authorized Representative (Print or Type)

Stefanie Quimby 12/2/2025
Signature/Date

SUBMITTAL – Subcontracting Plan, No Goals

SUBCONTRACTING PLAN

Instructions. Offerors who DO intend to use Subcontractors may use M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they anticipate using (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that selection.

☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor(s).**

Instructions. Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are currently valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting Form (completed and signed)
- Subcontracting Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor(s) after performing Good Faith Efforts.**

Instructions. Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting Form (completed)
- Subcontracting Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

SUBMITTAL – Subcontracting Plan, No Goals

(Offerors may duplicate this page to add additional Subcontractors as needed)

SUBCONTRACTOR			
City of Austin Certified	☐ MBE ☐ WBE	Ethnic/Gender Code:	☐ NON-CERTIFIED
Company Name			
Vendor ID Code			
Contact Person		Phone Number:	
Additional Contact Info	Fax Number:	Email:	
Amount of Subcontract	$		
List commodity codes & description of services			
Justification for not using a certified MBE/WBE			

SUBCONTRACTOR			
City of Austin Certified	☐ MBE ☐ WBE	Ethnic/Gender Code:	☐ NON-CERTIFIED
Company Name			
Vendor ID Code			
Contact Person		Phone Number:	
Additional Contact Info	Fax Number:	Email:	
Amount of Subcontract	$		
List commodity codes & description of services			
Justification for not using a certified MBE/WBE			

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

_____ _____

Reviewing Counselor Date

I have reviewed the complete Subcontracting Plan and ☐ CONCUR or ☐ DO NOT CONCUR with the Reviewing Counselor's recommendation.

_____ _____

Director/Assistant Director or Designee Date

SUBMITTAL – Subcontracting Plan, No Goals

Good Faith Efforts – Check List

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond to their interest to bid on the proposed scope of work. When making contact, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

SUBMITTAL – Employer Certification Wage Theft Ordinance – Responsibility Criteria

EMPLOYER CERTIFICATION
WAGE THEFT ORDINANCE – RESPONSIBILITY CRITERIA
CITY OF AUSTIN

Any Employer that submits an offer to the City seeking award of a city contract prior to awarding a contract are required to certify that they have not been adjudicated for certain offenses related to wage theft. See City of Austin Ordinance No. 20221201-031. "Wage theft" and "adjudicated" are to be understood per the definitions set forth in Austin City Code Chapter 4, § 4-22-1 (G) and (H).

Solicitation or Agreement Title: IFB 1500 RGW1030

Solicitation Posting Date or Agreement Start Date: 10/13/2025

All Employers are required to complete the City of Austin Wage Theft Training within 30 days of being awarded a contract with the City. Contact the Wage Compliance Team to register for a class.

I hereby certify, under penalty of perjury under the laws of the State of Texas, that the below certification is true and correct and that I am authorized to make the following certification on behalf of the firm listed herein.

CERTIFICATION:

This firm has NOT been adjudicated for wage theft related incidents as defined in Austin City Code Chapter 4, § 4-22-1 (G) & (H) within five (5) years prior to the above-stated date. Furthermore, this firm agrees to abide by the items outlined in Section 4-22-5 (B) and Section 4-22-6 (A) of the Austin City Code.

Firm Name: Texas Disposal Systems, Inc.
Name of Employer - Print Full Legal Entity Name of Firm

Signed: Stefanie Quimby
Signature of Authorized Person

Stefanie Quimby
Print Name of Person Making Certification for Firm

Title: Governmental Sales Supervisor
Title of Person Making Certificate

Place: Creedmoor, Texas
Print City and State Where Signed

Date: 11/18/2025

SUBMITTAL – Offeror References

OFFEROR	
Company Name	Texas Disposal Systems, Inc.
City Vendor ID Code	TEX479800

OFFEROR REFERENCES

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

1. Company's Name Texas Department of Transportation

Name and Title of Contact: Frank Bos, Facilites Coordinator III

Project Name: Solid Waste, Recycling, and Disposal Services

Present Address: 125 E 11th Street

City, State, Zip Code: Austin, Texas 78701

Telephone Number: (512) 771-7145 Fax Number (_____) _____

Email Address: frank.bos@txdot.gov

2. Company Name Lower Colorado River Authority

Name and Title of Contact: Heather McDaniel, Category Buyer Senior

Project Name: Solid Waste, Recycling, and Disposal Services

Present Address: 3700 Lake Austin Blvd

City, State, Zip Code: Austin, Texas 78703

Telephone Number: (512) 730-6724 Fax Number (_____) _____

Email Address: heather.mcdaniel@lcra.org

3. Company Name Austin Independent School District (AISD)

Name and Title of Contact: Darien Clay, Sustainability Coordinator

Project Name: Solid Waste, Recycling and Compost Collection and Disposal Services

SUBMITTAL – Offeror References

Present Address	4000 S IH 35
City, State, Zip Code	Austin, Texas 78704
Telephone Number	(512) 414-3042 Fax Number (_____) _____
Email Address	darien.clary@austinisd.org

CONTRACT - Standard Terms and Conditions

1. GENERAL

1.1. Parties, Offer and Acceptance

The parties to this Contract include the City of Austin, Texas (City) and the Contractor set forth in the referenced submittal.

See **SUBMITTAL - Offer and Acceptance**

1.2. Interpretation

This 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.

1.3. Indefinite Quantities

Quantities of goods and/or services to be provided under this contract are indefinite and are included as estimates only. The City reserves the right to purchase more or less of these quantities during the Contract's term. The City will specify the quantities of goods and/or services required within each order issued under this contract.

1.4. Notices, Contacts

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 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. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to: City of Austin, Financial Services Department-Central Procurement, 505 Barton Springs Road, Ste 330, Austin, TX 78704 and marked to the attention of the assigned Procurement Specialist.

1.5. Cooperative Use, Allowable

Cooperative use of this contract by other governments is allowable, if the other government has entered into an interlocal agreement with the City of Austin, pursuant to Chapter 791, Texas Government Code.

1.6. Contract Term, Multi-Year, Optional Extensions

A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Procurement Officer or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the

Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.7. Assignments, Delegations

The Contract shall be binding upon and ensure 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.

1.8. Modifications

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

1.9. Holidays

Dates for the holidays observed by the City can be found here https://www.austintexas.gov/department/official-city-holidays

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.

1.10. Definitions

"Affiliate" – including but not limited to, (i) Contractor's parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Contractor as they may change from time to time and (ii) Users, as they may change from time to time.

"Amendment" – a written document executed by both Parties that modifies the terms of this Contract, including referenced attachments.

"Authorized Persons" – the Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract.

"Change Order Request" – the written document provided by the City to Contractor requesting changes to Contractor's obligations under this Contract.

"Change Order Response" – the written document provided to the City by Contractor in response to City's Change Order Request.

"City Confidential Information" – (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential Information, (d) Personal Identifying Information, (e) Restricted Data , and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.

"City Data" – data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person.

"City Identified Contact" – the person or persons designated in writing by the City to receive security incident notifications.

"City" – the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.

"Cloud Service" – any Service made available to Users via the Internet from a provider's servers as opposed to being provided from the City's own on-premises servers. In this instance, it would mean such Services provided by the Contractor.

"Confidential Information" – all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; **"**City Confidential Information**"** is a subsets of Confidential Information.

"Contract" – the final general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor and any attachments and appendices attached thereto.

"Contract Price" – the total amount to be paid to Contractor under any Purchase Order as it may be adjusted or changed in accordance with the terms of the final Contract.

"Contractor" – the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

"Contractor Information" – all techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractors in connection with the Services provided to City.

"Contractor Software" – software that was developed or licensed to Contractor independent of this Contract and which Contractor utilizes to provide the Subscription Services or the Non-subscription Services.

"Data Breach" – the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City's or City's customers' unencrypted Personally Identifiable Information or City Confidential Information.

"**Documentation" –** the documentation created by the Contractor for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Contractor shall make no claim to such Deliverables.

"Facility" – the City designated facility or location set forth in the Purchase Order where Services are to be performed by Contractor or Supplier or software installed.

"FACTA" – the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x**.**

"Final Acceptance Date" – the date upon which the City confirms that all Services and Work Products have been completed and tested and function in accordance with the terms of the Contract.

"IaaS Subscription Schedule" – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the IaaS services.

"Infrastructure-as-a-Service" (IaaS) **–** the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

"Non-Public Data" – data typically considered internal and used for city business or mission needs. All information is considered Non-Public unless otherwise classified or explicitly defined through the Information Governance Program or official policy or procedural documents.

"Public Data" means data typically created for public release or released to the public through management decision and/or a public information request.

"Restricted Data" means data typically exempt from public disclosure requirements under the provisions of applicable state or federal law. Examples of restricted information are regulated and confidential data.

"Non-Subscription Services" – the Services provided to City by Contractor under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Contractor under this Contract, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other Services it provides.

"PaaS Subscription Schedule" – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the PaaS services.

"**Party**" or "**Parties**" **–** the City and Contractor, individually or together, as applicable.

"Personally Identifiable Information" – information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes, but is not limited to, personal information and/or personal data. Some forms of PII are considered Restricted Data and require additional protection, including, but not limited to, Sensitive Personal Information (SPI), Sensitive and/or Protected PII, and Protected Health Information (PHI).

"Platform-as-a-Service" (PaaS) **–** the capability provided to the City to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the

provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

"**Purchase Order**" **–** the general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor under this Contract and any attachments and appendices attached thereto.

"SaaS Software Application" and **"SaaS Software" –** the computer software listed on a SaaS Subscription Schedule to which Contractor has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Contractor develops or deploys during the term of this Contract, together with all documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

"SaaS Subscription Schedule" – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the SaaS Software Application.

"Security Incident" – any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or violation or imminent threat of violation of industry standard security practices.

"Service Level Agreement" (SLA) – a written agreement between both the City and the Contractor that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

"Service Levels" – the performance specifications for work performed by the Contractor under a SaaS Subscription Schedule or Statement of Work.

"Services" – work, direction of work, installation services, technical information, technical consulting, software programming and development, software maintenance and support services, or other professional and technical services furnished by Contractor as described in detail in the final Contract.

"Software" **–** the computer programs in source code, object code or binary form or in any other form, including any related or included computer programs, whether owned by Licensor or licensed to Licensor by a third party which has authorized Licensor to sublicense such computer programs, and including any documentation or related materials concerning the application, use, training of users, theory of operation, maintenance or any other aspect of the Software.

"Software-as-a-Service" (SaaS) – the Services provided to the City to use the Contractor's offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

"**Specifications**" **–** those technical specifications attached to the Contract and to which the Services and Work Products supplied by Contractor must conform.

"Statement/Scope of Work" – a written statement of Deliverables including Services and, ultimately, the Contract, which describes the City's Service needs and expectations.

"Subscription Services" – City's access to and use of and Contractor's provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.

"Third Party" – any natural person or legal entity other than Contractor and City.

"Transition Date" – the date upon which it is established to City's satisfaction that the SaaS Software Application is stable enough to support City's production processing.

"User Information" – all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.

"User" – City's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.

"Work Product" – all deliverables and other materials, products or modifications developed or prepared for City by Contractor under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Contractor under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Contractor's Software.

1.11. 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 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.

1.12. 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.

2. CONTRACTOR PERSONNEL, SUBCONTRACTORS

2.1. Subcontracts, No MBE-WBE Goals

The City's Minority-Owned and Women-Owned Business Enterprise (MBE-WBE) Program does not apply to this Contract. If the Contractor elects to use one or more Subcontractors in the performance of work under this Contract, prior to using any such Subcontractors, the Contractor must complete the referenced submittal, and submit it for approval by the City.

A. If the Contractor identified Subcontractors in a Subcontractor Plan the Contractor shall comply with the provisions of Chapters 2-9A and 2-9B, as applicable, of the Austin City Code and the terms of the Subcontractor 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 and 2-9B, 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 no later than the 10th calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that

1. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;

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;

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;

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

5. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11

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

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

See **SUBMITTAL** - **Subcontracting Plan, No MBE-WBE Goals**

2.2. Workforce

The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property: (i) Illegally use or possess a firearm, except as required by the terms of the Contract; or (ii) Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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 illegally 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.

2.3. Non-Solicitation

During the term of the Contract, and for a period of 6 months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City Department that engages or uses the services of a Contractor employee.

If a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one year of the employee’s annual compensation; or (ii) ONE HUNDRED PERCENT (100%) of the employee’s annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

During the term of the Contract, and for a period of six months following termination of the Contract, a Department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor’s approval.

Notwithstanding the foregoing, this provision shall be waived in the event an employee initiates an unsolicited action based on public advertisements in newspapers, trade publications, or electronic job boards.

2.4. Security Clearance and Badging

A. Access to the NO VALUE Department building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the NO VALUE building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.

B. 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 10 days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the NO VALUE building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

3. COMPENSATION, FEES, REIMBURSEMENTS

3.1. Fixed Prices, Economic Price Adjustments

A. **Fixed Price.** Contract is fixed price, unit price(s). Contractor shall only charge, and the City shall only recognize those price(s) set forth in the contract, in effect at the time a contract order is issued. **See SUBMITTAL – Prices and Pricing**

B. **Price Adjustments.** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the Solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall

not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the Contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

C. **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of Contract award and remain in effect until Contract expiration unless changed by subsequent amendment.

D. **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

E. **Index.** In most cases an index from the Bureau of Labor Standards will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

F. **Definitions.** The following definitions apply:
Base Period: Month and year of the original Contracted price (the Solicitation close date).
Base Price: Initial price quoted, proposed and/or Contracted per unit of measure.
Adjusted Price: Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
Change Factor: The multiplier utilized to adjust the Base Price to the Adjusted Price.
Weight %: The percent of the Base Price subject to adjustment based on an index change.

G. **Adjustment-Request Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable utilize final Compilation data instead of Preliminary data. If the referenced index is no longer available shift up to the next higher category index. Complete the following Index Identification.
Weight % or $ of Base Price: 100
Database Name: CPI – All Urban Consumers
Series ID: CUUR0000SEHG02
Seasonally or Not Seasonally Adjusted: Not Seasonally Adjusted
Geographical Area: US City Average
Description of Series ID: Garbage and Trash Collection
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL

H. **Single Index Method:** Adjust the Base Price by the same factor calculated for the index change.
Index at time of calculation: _____
Divided by index on Solicitation close date: _____

Equals Change Factor: _____
Multiplied by the Base Rate: _____
Equals the Adjusted Price: _____

I. **Alternate Justification:** If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.2. Travel Expenses

Contractor may request reimbursement for reasonable and necessary travel, lodging and per diem expenses incurred in the performance of work under the Contract that is consistent with and does not exceed the allowable amounts under the United States General Services Administration (GSA) domestic per diem rates, as published and maintained online at Per diem rates | GSA. (https://www.gsa.gov/travel/plan-book/per-diem-rates). Prior to incurring any reimbursable expenses, Contractor shall first request and obtain the City's written approval, including a not-to-exceed limit, on any expenses they will later seek reimbursement of. Contractor shall submit any requests for reimbursement within 30 days of incurring the expense. All reimbursement requests shall include copies of detailed and itemized receipts (e.g., hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred or in compliance with this section. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

4. ORDERS, DELIVERY, INVOICES, PAYMENTS

4.1. Delivery and Packaging Terms

A. **Delivery and Transportation Charges.** Deliverables shall be shipped F.O.B. destination, prepaid and allowed unless otherwise specified. Unless otherwise stated in this Contract, the Contractor's price shall be deemed to include all delivery and transportation charges of required mode of transportation. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be set forth in the block of the Purchase Order or Delivery Order entitled "SHIP TO" and/or Offer Sheet. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays. The City expressly reserves all rights under law, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.

B. **No Replacement of Defective Tender.** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach. However, the Contractor shall have the right to substitute a conforming tender; provided if the time for performance has not yet expired. The Contractor shall notify the City of the intention to cure and may then make a conforming tender within the time allotted in the Contract.

C. **Acceptance of Incomplete or Non-Conforming Deliverables.** All Deliverables must be shipped complete unless arrangements for partial shipments are made in advance. 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

D. **Right of Inspection and Rejection.** The City expressly reserves all rights under law to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.

E. **Contractor Packaging Deliverables.** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and Purchase Order or Delivery Order number and the price agreement number if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear the cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable Specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4.2. Acceptance of Incomplete or Non-Conforming Deliverables and/or Services

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

4.3. Invoices

A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.

B. Invoices shall be sent to the address on the Purchase Order of Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to

the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.

C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.

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

4.4. Payments

A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §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 10 calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of (i) Delivery of defective or non-conforming Deliverables bay the Contractor; (ii) Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims; (iii) Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment; (iv) Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor; (v) Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (vi) Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or (vii) Failure of the Contractor to comply with any material provision of the Contract Documents.

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

F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.

G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

4.5. Final Payment, Close Out

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

B. The making and acceptance of final payment will constitute waiver of all claims by the City against the Contractor, except claims (i) which have been previously asserted in writing and not yet settled, (ii) arising from defective work appearing after final inspection, (iii) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (iv) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (v) arising under the City's right to audit; and waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

5. WARRANTIES, GUARANTEES

5.1. 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.

5.2. Warranty by Contractor Against Infringements

A. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the Specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims.

B. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties Stated in this Contract.

C. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's Specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this Paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

6. RISK, INDEMNIFICATION, INSURANCE

6.1. Force Majeure

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that

the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

6.2. Indemnity

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

1. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
2. "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
3. THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
    a. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
    b. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
    c. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
    d. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
    e. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

C. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:

1. REIMBURSE THE INDEMNIFIED PARTY FOR ITS REASONABLE COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
2. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.

D. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.

E. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

6.3. Network Access

As requested, Contractor shall execute a Network Connection Agreements as requested by each department using the contract. Contractor's failure to execute such agreements, as requested, will preclude them from providing services under this Contract to the requesting department.

6.4. Insurance

Insurance required for this contract is attached.

See **ATTACHMENT - Insurance.**

7. DISPUTE RESOLUTION

7.1. 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. If 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.

7.2. 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.

7.3. 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, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

7.4. Termination for Cause

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

7.5. Attorney's Fees

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

7.6. Termination without Cause

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

7.7. 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.

7.8. Delays

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 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 Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

7.9. Waiver

The claim or right arising out of a breach of the Contract cannot 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.

7.10. Dispute Resolution

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 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 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 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 consider 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 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 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.

7.11. 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, 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.

7.12. 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.

8. CONTRACTOR RESPONSIBILITY, PROHIBITIONS

8.1. Financial Disclosures and Assurance

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

8.2. 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.

8.3. Gratuities

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

8.4. 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.

8.5. 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.

8.6. Equal Opportunity

A. **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 Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.

B. **Non-Retaliation**: The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

C. **Americans with Disabilities Act (ADA) Compliance**: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

8.7. Wage Theft

All Offerors and resulting Contractors shall comply with the requirements of Austin City Code, Chapter 4-22 Wage Theft. (Ordinance No. 20221201-031 | Code of Ordinances | Austin, TX | Municode Library).

A. Offeror is required to provide certification that they have not been adjudicated for certain offenses related to Wage Theft within (5) years prior to the publication date of any solicitation preceding the execution of this contract or the date of contract execution, whichever is earlier.

See **SUBMITTAL – Employer Certification Wage Theft Ordinance – Responsibility Criteria**

B. Contractor must complete the City of Austin Wage Theft Training within 30-days of Contract execution. Contractor shall contact the Financial Services Department – Central Procurement, Wage Compliance Team (Email: wagetheft@austintexas.gov) to register for training or ask additional questions regarding the City's Wage Theft program.

9. CONTRACT INFORMATION, RECORDS

9.1. Audits and Records

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance, including security audits, under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 552, Texas Government Code.

B. Records Retention:

1. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.

2. The Contractor shall retain all records for a period of three 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.

9.2. Confidentiality

The Parties may be granted access to certain of the other Party's or Licensor's Confidential Information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Party or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the

disclosing Party and its licensors. The receiving Party (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of disclosing Party, 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 a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the receiving Party agrees to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective Order. The receiving Party agrees to use protective measures no less stringent than the receiving Party uses in its business to protect its own most valuable information. In all circumstances, the receiving Party's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

A. The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit disclosing Party reasonable time to seek an appropriate protective order.

B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.

C. No expiration or termination of the Contract shall affect either Party's rights or obligations with respect to Confidential Information.

D. The Parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.

E. The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

9.3. Texas Public Information Act

A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. 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.

B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:

   1. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;

   2. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and

   3. On completion of the Contract, either:

      a. Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or

      b. Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.

C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

9.4. Publications

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

9.5. Advertising

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

CITY OF AUSTIN

SCOPE OF WORK

CENTRAL BUSINESS DISTRICT COLLECTION SERVICES

1.0 PURPOSE

The City of Austin ("City") is seeking a qualified Contractor to provide services which include daily collection, transporting, processing, and disposal of trash, recycling, compost, and daily litter cleanups within the Downtown Central Business District ("CBD") of Austin, Texas. This scope of work ("SOW") establishes the minimum requirements for these services.

The contract will be utilized by the City's Austin Resource Recovery Department ("ARR"). The City reserves the right to allow other City departments to utilize the ensuing contract.

It is the intent of this contract to acquire the services described herein. All items and/or services omitted from this document that are necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

2.0 TERM OF CONTRACT

This Contract shall remain in effect for an initial term of thirty-six (36) months, or the City terminates the Contract. This Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

3.0 BACKGROUND

The Austin City Council, under City Code section 15-16-4, requires that the City shall contract with a private collection company to provide solid waste services for the downtown contract service area. The area of the downtown contract service area pertaining to these contract services currently includes the areas in Attachment A ("CBD Service Area Map"); however, the area is subject to change at the City's discretion.

On November 2, 2023, the Austin City Council approved the adoption of the 2023 Austin Resource Recovery Comprehensive Plan. This plan updates the 2011 Master Plan adopted by the City Council, and it further guides Austin towards its zero waste goal — reducing the amount of trash sent to landfills by 90% by the year 2040. The revised plan outlines milestones to achieve this goal and identifies services to keep our community clean while equitably supporting a diverse Austin. This focus aligns with Austin Resource Recovery's mission to provide essential services that protect people and our planet and its vision of driving the global transformation of traditional waste management to sustainable resource recovery.

4 .0 CONTRACTOR MINIMUM QUALIFICATIONS

4.1 Experience

The Offeror shall have provided services similar in scope to the services required in these specifications continually for a minimum of three years. The Offeror shall:

A. Be in good standing with the City;

B. The City reserves the right to request references if it deems necessary to verify the Contractor is able to provide the services in this SOW. The Contractor shall provide the requested information within five (5) business days via email.

4.2 History

4.2.1 The Contractor shall not have any significant performance deficiencies under City contracts in the last three (3) years, including but not limited to, contract termination for cause, failure to maintain certain performance requirements, or outstanding financial obligations to the City; and

4.2.2 The Contractor shall provide a comprehensive list of all litigation, including any pending or resolved cases, involving the Contractor and any governmental entity within the state of Texas over the past five (5) years. This list must be submitted within five (5) business days if requested from the City, and the City's Contract Manager shall be updated within 72 hours of notification if any litigation arises during the term of the contract.

5.0 CONTRACTOR REQUIREMENTS

5.1 Contractor Readiness

The Contractor shall be fully operational at the time of bid submission and ready to carry out the Contractor requirements and responsibilities defined herein. The Contractor shall provide services within seven (7) business days of the City's initial request to start services. The term "Container(s)" as used herein shall refer to dumpsters and carts unless the context indicates a different meaning. The term "alley(s)" as used herein refers to the right-of-way ("ROW") between property lines, including the areas around and behind the dumpsters. The term ROW as used herein refers to back of building to opposite back of building and the length of the alley from entrance to exit.

5.1.1 The Contractor shall have a complete solution for providing all Containers, equipment, vehicles, personnel, labor, materials, and all resources required to complete daily collections, transportation, disposal services for solid waste, recycling, compost, daily litter cleanups, and process all materials, volumes, and quantities, including liquids, collectively referred to as ("Collection Services"), in and around the Containers in the CBD Service Area, as is illustrated in Attachment A ("CBD Service Area Map").

5.1.2 The Contractor shall solely be responsible for visiting and examining the types of businesses and types of refuse, recycling, compostables, and discarded materials that may end up in the Containers and surrounding areas. The Contractor shall fully accept responsibility for all required services, resources, and activities necessary to complete all the requirements for this contract. The City shall not be charged any additional fees for the services described herein.

5.2 Performance Standards

The Contractor shall perform the work in strict accordance with all applicable federal, state, and local statutes, regulations, rules, and ordinances, including but not limited to, those pertaining to 1) health and safety; 2) the environment; 3) employer-employee relations;

and 4) alignment with the City's Zero Waste goals. If a conflict exists between a federal, state, or local statute, law, rule or regulation, or ordinance, the more stringent standard shall apply. Any reference in this specification to a statute, law, regulation, rule, or ordinance does not relieve the Contractor from its obligation to comply with any and all other statutes, laws, regulation, rules or ordinance which are applicable to the performance of the referenced task. The Contractor shall immediately notify the City of any citation or notice of violation issued to the Contractor while under contract with the City.

5.3 Service Area

The current Service Area includes the following areas defined below:

A. The alleys east and west of Congress Avenue from 2nd to 11th Streets;
B. The alleys north and south of East 6th Street west of the I-35 frontage Road to Congress Avenue;
C. The 500 block of East 7th Street (north block);
D. The 300 block of East 5th Street (south block);
E. The 200 block of West 4th Street (south block);
F. The 200 and 300 blocks of West 5th Street (south blocks); and
G. The 200 and 300 blocks of West 6th Street (south blocks).

5.4 Collection Schedule and Holidays

5.4.1 Garbage/Waste/Rubbish/Refuse/Trash Collections

The Contractor shall empty garbage/waste/rubbish/refuse/trash containers daily Monday through Sunday, between the hours of 3:00 a.m. and 7:00 a.m.

5.4.2 Recycling Collections

The Contractor shall empty recycling containers at least five days per week, between the hours of 3:00 a.m. and 7:00 a.m. The exact days of the week Collection Services are completed for recycling containers will be scheduled with the awarded Contractor; however, two of the scheduled recycling collection days shall be Saturday and Sunday.

5.4.3 Compost Collections

The Contractor shall empty composting containers at least two days per week (exact days of the week to be scheduled with the awarded Contractor), between the hours of 3:00 a.m. and 7:00 a.m. The City reservices the right to increase the number of days per week based on customer need.

5.4.4 Holidays

Collections are not required on the following days: Thanksgiving and Christmas Day.

5.4.5 Noise-Sensitive Locations

Some areas are considered noise-sensitive locations. Therefore, the City may require the Contractor to empty or retrieve some container(s) from some

businesses and/or customers at specific times outside the above-stated routine Collection Services hours. The Contractor shall schedule these Collection Services with the Contract Operations Manager ("COM") in advance to provide prior notice to the business(es) and/or customer(s).

5.5 Expectations of Complete Collection Services

The Contractor shall have sole responsibility for providing complete and encompassing Collection and Daily Cleaning Services in the Service Area without the intervention of and at no additional cost to the City. At a minimum, Collection and Daily Cleaning Services shall include:

A. Removing all garbage, compost, recyclables, and litter as scheduled from the Service Area, regardless of how it was placed there (including inside, outside, under, or behind the Container). Cleaning should occur from wall to wall and end to end within the alley.

B. If a Container is overfilled or is loaded partially or completely with contaminated or improper materials, the Contractor shall remain responsible for the collection and proper disposal of the materials;

C. Remedying any Container or contamination issue;

D. Ensuring that all Containers are properly secured, and lock bars are engaged after each Collection Service. The Contractor will collaborate with the City to select the best option for securing Containers and engaging lock bars to meet this requirement;

E. Immediately sweeping and properly disposing of all trash, fluids, and debris that falls out of or spills outside the Container(s) before the Contractor leaves the Service Area location;

F. Contractor shall not transfer loads from one vehicle to another on any public street or private roadway, unless it is necessary to do so because of mechanical failure or damage to a collection vehicle which renders it is inoperable.

G. The Contractor may be required to access gated and/or locked entry points in order to perform collection services and daily cleaning responsibilities within the designated service areas under this Contract. The COM will identify all areas with restricted access and furnish the Contractor with the appropriate means of entry, which may include but is not limited to, combination codes, keys, or access devices. The Contractor shall ensure continued performance of services in these areas without disruption, in accordance with the terms of this Contract.

5.6 Collections

5.6.1 Garbage/Waste/Rubbish/Refuse/Trash Collections

The Contractor shall provide Collection Services for any and all waste that has been deposited or discarded into a Container including, but not limited to normal household waste, refuse, including liquid, semi-solid, gaseous materials, all kinds of food, waste, plastics and cooking oil, and animal carcasses, improper materials or hazardous waste materials. The Contractor shall remain responsible for the collection and proper disposal of all materials.

5.6.2 Recycling Collection

The Contractor shall provide Collection Services for single-stream recycling in the Service Area. All single-stream recyclable materials collected by the Contractor from the Service Area shall be delivered to a legally permitted Materials Recycling Facility ("MRF") pre-designated by the Contractor and approved by the City. Single-stream recyclable materials, as defined under this contract shall include, but are not limited to:

A. Corrugated cardboard;
B. Boxboard;
C. Mixed paper;
D. Aluminum and metal cans;
E. Rigid plastics Number 1–7; and
F. All glass bottles and containers.

5.6.2.1 If Contractor concludes upon visual inspection that the Recyclables Collection have a level of contamination greater than that which is acceptable, Contractor shall collect the materials in accordance with the contents of the container and the associated highest and best processing means. Materials may be collected as contaminated Recycling Collections, which shall undergo more extensive sorting at the processing facility. The Contractor shall send pictures of the contamination to the COM within four-hours via email.

5.6.3 Composting Collection

5.6.3.1 Many businesses in the Service Area are subject to the organic diversion requirements from the City's Universal Recycling Ordinance ("URO"), Chapter 15-6 – Solid Waste Service Administrative Rules, Chapter 15-6 – Solid Waste Service Administrative Rules, reference Attachment H.

5.6.3.2 The Contractor shall provide Collection Services for compost materials to businesses within the Service Area. The City will identify where compost collection shall be provided. Compost material items as defined under this contract, shall include, but are not limited to:

A. **Animal meats and fats** including but not limited to deli meats, sandwiches, raw and cooked meats (including beef, poultry, pork, venison, bison, seafood, and other types of meat, or meat by-products), meat trimmings, renderings, and bones;
B. **Vegetable and fruit materials**;
C. **Soiled paper products** including but not limited to soiled paper/soiled food products, soiled paper cups, soiled paper plates/paper towels, paper, non-foam egg cartons, napkins, tissue papers, cardboard food boxes, empty and/or used pizza boxes, empty and/or used paper food containers, wet and waxed cardboard, and waxed paper;
D. **Yard waste and leaves** including but not limited to grass, lawn and garden clippings, small trees/bushes and branches, pinecones, shrub/bush trimmings, brush, yard/garden paper and cardboard products, flowers, plants, and soil;
E. **All unpackaged food waste** including but not limited to all food scraps, nuts and shells, corn cobs, coffee and tea bags/grounds/leaves and filters, eggs and eggshells, breads and bakery products, cheese and dairy products, all edible grocery items, and frozen foods;
F. **Untreated, unpainted, unstained wood products, boxes, and wood pieces** small enough to fit into a compost cart including but not limited to wooden crates, popsicle sticks and small wood objects, wood shavings, unpainted and untreated pallets, lumber, cedar shingles, and other clean wood; and
G. **Miscellaneous biodegradable items** including but not limited to pet hair/fur, feathers, sawdust, cotton balls, dryer lint, paper bags, cereal boxes, newspaper, shredded paper, compostable utensils, dog and cat food, bone meal, and biodegradable products Institute certified compostable food waste bags.

5.6.3.3 Compostable materials currently approved by the City are listed in Attachment G “Compost Materials”. If mutually agreed upon between the City and the Contractor, the City reserves the right to add other organic materials as determined compostable to the list of Compost Materials to be serviced.

5.6.3.4 All Compost Materials collected by the Contractor from within the Service Area shall be delivered to a legally permitted compost processing facility.

5.6.3.5 If Contractor concludes upon visual inspection that the Composting Collection placed in the customer Container have a contamination level greater than that which is acceptable, Contractor shall collect the materials in accordance with the contents of the container and the associated highest and best processing means. Materials may be

collected as contaminated Composting Collection, which will undergo more extensive sorting at the processing facility.

5.6.4 Hazardous Waste

5.6.4.1 Compliance

Contractor shall be aware of, and comply with, all laws and regulations relating to the handling and transportation of hazardous waste and hazardous materials, including those regarding training and documentation.

5.6.4.2 Contractor to Segregate and Dispose

In the event Contractor inadvertently collects any hazardous waste and during the course of transportation and disposition becomes aware that it has collected such hazardous waste, Contractor shall segregate the hazardous waste and shall arrange for its transport to a properly permitted recycling, treatment or disposal facility. Contractor shall be solely responsible for the transport and appropriate disposition of all hazardous waste that is collected by the Contractor.

5.7 Other Collection Services

5.7.1 Temporary Collection Services

Upon request by the City, the Contractor shall provide additional Collection Services during special events and festivals, which may increase foot traffic and volume in the CBD area. Temporary Collection Services may occur during non-regular business hours and weekends. The Contractor shall provide all personnel, vehicles, equipment, and necessary resources required to perform all these services under the provisions of this contract, which include delivery and placement of additional containers, as directed by COM or Special Event designee, increased frequency of cleaning services (i.e., cleaning the alleys after emptying containers during Collection Services), the same type of monitoring services as listed in Section 5.8 ("Daily Cleaning and Litter Collection Responsibilities in the Service Area"), and additional collections for trash, recyclables, and compost.

5.7.2 Special Events Collections in the CBD

5.7.2.1 Special Events / Cost Estimate - When the City requests additional temporary Collection Services, pricing for additional containers shall be consistent with the Contractor's Price Sheet for Temporary Collections.

5.7.2.2 Special Events / Temporary Containers - Any additional or temporary containers shall adhere to the same container requirements as outlined herein for landfill trash, recycling, and compost containers. Some of the increase in services may necessitate the use of 96-gallon or similar cart containers on wheels for composting, recycling, or as otherwise needed.

5.7.2.3 **Special Events / Equipment** - The Contractor's Special Events point-of-contact shall coordinate with the designated COM by telephone or email one business day before the delivery of all properly labeled dumpsters and containers to ensure proper delivery location, specific placement, and time.

5.7.2.4 **Special Events / Container Placement Schedule** - Where containers have been dropped off at an incorrect location or time, the scheduled point-of-contact personnel shall have the resources and authority to redirect containers and supplies to the proper location by 5:00 pm on the same day as requested by the COM when requested by 1:00 pm or earlier. Requests made after 1:00 pm shall be completed by 1:00 pm the next day.

5.7.2.5 **Special Events / Schedule** - In addition to regular collection hours, the Contractor agrees to deliver and pick up containers, up to seven days a week, including holidays, evenings, and after normal hours as instructed by the COM. The Contractor shall be prepared and agree to return to service additional containers if needed as requested by the COM. Additional containers shall be serviced by 5:00 pm on the same day as requested by the COM when requested by 1:00 pm or earlier. Requests made after 1:00 pm shall be completed by 1:00 pm the next day.

5.8 Daily Cleaning and Litter Collection Responsibilities in the Service Area

Contractor shall provide a representative ("Contractor Representative") on site daily who shall monitor the Service Areas during collection and cleaning operations. Upon contract award, the Contractor shall provide contact information for the Contractor Representative via email. The Contractor Representative shall patrol the Service Area daily to confirm full contract performance. When concerns arise impeding the collection and/or cleaning requirements, the Contractor Representative shall resolve the concerns and contact the COM to report the issue or need to resolve additional concerns. The Contractor shall perform daily sweeping, litter control services, container maintenance, and monitoring services throughout the entire Service Area, to include the following:

A. Daily sweeping and collection of all materials around the containers in the alleys. This includes removing within 24 hours any dirt, debris, grease, or other matter. At a minimum, sweeping shall include the gathering and removal of trash and debris by sweeping the area around and behind the containers using manual or mechanized brooms or sweeping machines;

B. Removal of litter and debris throughout the entire alley, including around, behind, and in front of dumpsters. The complete alley shall be cleaned from edge of building to edge of building. Cleaning does not include bulk items such as but not limited to doors, carpet, furniture, appliances, electronics, rolled fencing, tires, and lumber;

C. Reporting any theft, burning or abuse of containers, illegal dumping, dumping of hazardous waste materials, improper usage of the containers, and any safety hazards to the Austin 3-1-1 Call Center, and document the issue with date-and-time stamped photo documentation including license plate numbers, or violator identification, if available, and inform and submit the incident report, via email, to the COM on the same day;

D. The Contractor shall report safety issues to the Austin 3-1-1 Call Center (Austin 3-1-1 Call Center reports can be filed via a mobile app, online, or by calling the Austin 3-1-1 Call Center) or 9-1-1 depending on severity. The Contractor shall inform the COM within one-hour via telephone communication for calls made to 9-1-1 and with twenty-four (24) hours for all other calls. For calls made to 9-1-1, the Contractor shall document the incident and submit an Incident Report via email to COM on the same day as the incident;

E. Ensuring that all Containers are properly secured, and lock bars are engaged; and

F. Monitoring for Containers in need of cleaning, painting, minor maintenance, locks, lock bars and wheels, replacement of labels and decals, lids, plugs and container damage, and shall provide a weekly report.

5.9 Cleaning, Painting and Maintenance Services

5.9.1 The Contractor shall have sole responsibility for providing complete and encompassing Cleaning, Painting and Maintenance Services of Containers in the Service Area without the intervention of and at no additional cost to the City. Contractor shall maintain Containers in a safe, serviceable and functional condition.

5.9.2 At the same time a Container is removed from the Service Area to perform cleaning, painting, and maintenance services, or replacement of damaged Containers, the Contractor shall swap out specific containers with clean, disinfected containers in good appearance of the same color, size, and type, per specification requirements and per materials to be placed in the container.

5.9.3 Contractor shall be responsible for cleaning, disinfecting and sanitizing containers to ensure that nuisance or public health concerns associated with vectors are addressed.

5.9.4 Containers that have been marked with graffiti shall be cleaned and repainted or removed from the premises by Contractor within twenty-four (24) hours of observation by the Contractor or notification by the City. The Contractor shall paint and repaint Containers as requested by City.

5.9.5 The Contractor shall be responsible for the general repair and upkeep of all Containers in the Service Area, including but not limited to repair of container lids, hinges, and replacement of broken parts. All minor maintenance repairs should be completed within twenty-four (24) hours of observation by the Contractor or notification by the City. The Contractor shall be responsible for replacement of any failed or defective part or component resulting from the Contractor's failure to properly install said part(s), or to adequately perform the inspections or complete the required maintenance.

5.9.6 Locks, Lock Bars and Wheels

The Contractor shall install, replace, or repair all missing or damaged lock/lift bars, wheels and axles within twenty-four (24) hours of observation by the Contractor or notification by the City. Contractor shall always keep an adequate supply of locks and lock bars available.

5.9.7 Replacement of Labels and Decals

The Contractor shall replace labels and decals that are missing, damaged, peeling, or fading, within twenty-four (24) hours of observation by the Contractor or notification by the City.

5.9.8 Container Damage

5.9.8.1 Contractor shall assess and determine if damaged Containers can be repaired or must be replaced. If the Container cannot be repaired, the Contractor shall replace the Container. Damaged Containers include, but are not limited, to the following:

A. Collection operations (e.g., vehicle apparatus interface) or other impacts;
B. Normal wear and tear; and
C. Negligence or abuse.

5.9.8.2 The Contractor shall replace burned, missing, or stolen Containers within twenty-four (24) hours of observation by the Contractor or notification by the City.

5.10 Container Requirements

5.10.1 Number of Containers

The Contractor shall provide the number of containers, as determined by the City, to contain all volumes of trash, recyclables, compostable materials, and other substances generated by each establishment, business, and resident in the Service Area.

5.10.2 Container Size

The Contractor shall provide Containers in various cubic yards or gallon capacity, as indicated in the Price Sheet. Container size shall adequately accommodate the entry and placement of expected materials.

5.10.3 Container Appearance

5.10.3.1 Container Color and Uniformity - All containers shall be uniform in appearance and shall have a color distinction between trash, recycling, and composting, as directed by the City. If a location requires multiple containers of the same type, the containers shall be uniform in design and a specific color for the materials to be placed in the container.

5.10.3.2 Container Color

Type	Container Color
A. Trash	Black or Brown
B. Recycling	Blue
C. Compost	Green

5.10.3.3 Container Lid and Body Requirements

A. Each Container and lid shall be designed and constructed to be watertight and prevent the leakage of liquids.

B. All Containers shall be sealed and properly plugged at the bottom to be leakproof.

C. Each Container shall be provided with a permanently attached lid or top that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously: Prevents the intrusion of rainwater, rodents, birds, and flies and prevents the emission of odors, while enabling the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism.

D. The Container lid and body must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open.

E. All lids shall:
   I. Be leak resistant;
   II. Be functional (meaning free from damage or disfiguration so that they open and close freely upon use by the customer or when being serviced by the Contractor);

III. Be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body; and

IV. Permit users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container.

5.10.4 Locks and Wheels

5.10.4.1 Locking bars and/or locking doors for containers shall be furnished by the Contractor. The Contractor shall be responsible for supplying and replacing locks as needed to include keys and/or combination information.

5.10.4.2 At the City's request, the Contractor shall supply wheeled containers (with locking casters and optional configurations), at no additional cost to the City.

5.10.4.3 All wheel and axle assemblies shall provide continuous maneuverability and mobility as originally designed and intended.

5.10.5 Container Durability

Containers shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance:

A. Maintain its original shape and appearance;
B. Be resistant to kicks and blows;
C. Require minimal routine maintenance and be essentially maintenance free;
D. Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with its intended use;
E. Resist degradation from ultraviolet radiation;
F. Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
G. The bottoms of Container bodies must remain impervious to any damage, that would interfere with the Container's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface;
H. Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City;
I. Containers shall resist damage from common household or residential products and chemicals; and
J. Containers shall resist damage from human and animal urine and feces.
K. All containers shall be plugged to prevent leakage of liquids.

5.10.6 Container Identification and Labeling

5.10.6.1 URO Compliant - The Contractor shall provide all signs, labels, decals, or any other container identification on exterior containers and shall be compliant with the URO and the URO's Administrative Rules, Chapter 15-6 – Solid Waste Service Administrative Rules Section 8.8.3, including, but not limited to, governing the size of signage or other identifiers, symbols, and languages to be used.

5.10.6.2 Labels in English and Spanish - All containers shall be labeled in both English and Spanish and indicate which materials should be placed inside the container, for example, "Landfill Trash", "Recycling Only", and/or "Compostables Only", reference the attachments for examples. In addition, clearly identified decals with images of the types of common materials accepted in the recycling program shall be placed on the recycling containers in both English and Spanish translations at a minimum.

5.10.6.3 Change in URO Signage/Labeling Requirements - If URO signage/labeling requirements change during this contract, the Contractor shall revise the labeling and signage of exterior containers used within the Service Area within a timeframe mutually agreed upon between the City and the Contractor via a written amendment, at no additional cost to the City.

5.10.6.4 Reflective and Visible at Night - All signs, labels, decals, or other forms of container identification shall be uniform in color, style, and appearance, and these shall be reflective and visible at night.

5.10.6.5 City Approval - All containers and any signs, labels, decals, or other container identification on exterior containers are subject to City approval.

5.10.7 Front and Side Loading Containers

Side-loading containers are typically used to allow for convenient access into the alleys. However, where side-loading containers are not feasible, front-loading containers may be utilized, provided that the front-loading containers do not restrict access through the alleys. All side-loading containers are subject to City approval.

5.10.8 Container Placement

5.10.8.1 Directed Placement

The Contractor shall ensure that Containers are placed in the precise locations as directed by the map and City personnel. No containers shall be placed in front of business doors, loading docks, utility boxes, or fire escapes nor placed over utility manhole covers. The Contractor shall

move any incorrectly placed container(s) to the correct location(s) on the same day as requested by the COM.

5.10.8.2 Pairing Trash, Recycling and Composting Containers
Per URO requirements, the Contractor shall have containers within 25 feet of one another. However, to reduce illegal dumping, the City prefers that the Containers are paired side by side as space allows.

5.10.9 Container Relocation

5.10.9.1 Permanent relocations shall not be billed, including but not limited to all landfill disposal charges and fees, labor, equipment, delivery, removal, maintenance, and swaps.

5.10.9.2 Temporary relocations of containers between regular service locations and temporary service locations shall not incur any fees, charges, or billing for up to twenty-four (24) temporary moves per contract year. For the purposes of this provision, one (1) temporary move is defined as a round-trip relocation consisting of a move from a regular service location to a temporary service location, and the subsequent return move from the temporary service location back to the original regular service location.

5.10.10 Container and Compactor Compatibility Requirements

When Containers are utilized in conjunction with compactors, the Contractor shall ensure that such Containers are appropriately sized and configured to operate safely and effectively with the compactor equipment. Specifically:

A. Only Containers that meet the compactor manufacturer's requirements for dimensional and structural specifications necessary to fit securely beneath and align properly with the compactor shall be used;
B. The Contractor shall inspect and supply the COM with documented verification for Container compatibility with the compactor's loading, locking, and operational mechanisms prior to deployment;
C. ARR reserves the right to inspect and approve all Containers intended for use with compactors prior to and during service;
D. Any Container found to be incompatible with the compactor shall be replaced or modified at the Contractor's expense within a timeframe specified by the COM;
E. The Contractor shall be held liable for any damage to the compactor resulting from the installation of incompatible containers; and
F. Containers will be inspected in accordance with the required monthly Container audit.

5.11 Container Audit and Compliance Inspection

5.11.1 ARR will conduct a monthly audit and compliance inspection of all containers in the CBD service area. The Contractor shall provide a representative to accompany ARR on a mutually agreed-upon date. The audit shall assess container placement, condition, cleanliness, and compliance with contract requirements.

5.11.2 Any deficiencies identified during the audit will be documented by ARR and communicated to the Contractor in writing. The Contractor shall correct all deficiencies identified within five (5) business days of notification, unless otherwise agreed upon in writing by ARR.

5.12 Contractor Access Issues

In the event the Contractor is unable to empty a container due to blocked access, or other causes, the Contractor shall notify the COM via email within four hours of missed collection due to:

5.12.1 Any low-hanging limbs or wires that hinder adequate clearance for the Contractor's vehicles. The Contractor shall include the location (i.e., address) and a picture of the low-hanging limb(s) and wire(s);

5.12.1.1 The Contractor shall report low hanging wires to the Austin 3-1-1 Call Center (Austin 3-1-1 Call Center reports can be filed via a mobile app, online, or by calling the Austin 3-1-1 Call Center). The Contractor shall be responsible for following up on any requests to ensure they are completed.

5.12.2 Any other barrier that prevents serviceability, hinders adequate clearance for the Contractor's vehicles or causes safety issues;

5.12.3 The Contractor shall report safety issues to the Austin 3-1-1 Call Center (Austin 3-1-1 Call Center reports can be filed via a mobile app, online, or by calling the Austin 3-1-1 Call Center) or 9-1-1 depending on severity. The Contractor shall inform the COM within one-hour via telephone communication for calls made to 9-1-1 and with twenty-four (24) hours for all other calls. For calls made to 9-1-1, the Contractor shall document the incident and submit an Incident Report via email to COM on the same day as the incident. The Contractor shall be responsible for following up on any requests to ensure they are completed on time;

5.12.4 The Contractor shall include documentation on invoices outlining any missed collections and ensure that no charges are listed for any locations and times where the Contractor has not picked up.

5.12.5. Upon access being cleared, the Contractor shall return to provide service within twenty-four (24) hours of notification by the City.

5.13 Facility(ies) Requirements

5.13.1 Confirmation of Facilities Used

The Contractor shall specify with their offer, and within three (3) business days of the City's request, details that list which landfill(s), recycling facility(ies), composting facility(ies), and any other facilities they intend to use in fulfilling the requirements herein. The Contractor shall include:

A. Address of facility(ies);
B. Types of materials the Contractor plans to take to each facility;
C. Confirming whether the facility is contractor-owned/leased and operated or subcontracted;
D. Confirming whether the Contractor has a proper agreement with a materials recovery facility ("MRF") and composting facility; and
E. No waste from this contract may be taken for disposal to WM - Austin Community Landfill located at 9900 Giles Ln, Austin, Texas, 78754, in accordance with the policy direction given on Item #37 at the February 20, 2020, meeting of the Austin City Council.

5.13.2 Facility Compliance

Any and all facilities and locations used for the services provided under this contract shall be fully licensed, permitted, and in compliance with all required local, state, and federal, laws, rules, and regulations. The City reserves the right to request proof of compliance from the Contractor at any time during the contract. The Contractor shall provide such information within three (3) business days of the City's request.

5.13.3 Scale Calibration and Certification

Contractor owned facilities shall have all scales calibrated and certified annually to fully comply with the Texas Department of Agriculture ("TDA"). The Contractor shall provide documentation of verification that all scales at the Contractor's facility(ies) are calibrated and certified with TDA. The Contractor shall supply this documentation upon award of the contract and annually thereafter via email to the COM, without prior request from the City.

5.13.4 Materials Recycling Facilities ("MRF")

All recyclables' materials collected by the Contractor from the Service Area under the terms of this contract, shall be delivered to a legally permitted MRF, pre-designated by the Contractor. The facility shall be in full compliance with all local, state, and federal regulatory and licensing requirements at the time of bid submittal. The Contractor shall perform all tasks required to collect and transport all single-stream recyclables to the MRF for processing and resale.

5.13.5 Compost Processing Facilities

All compostable materials collected by the Contractor from the Service Area, under the terms of this contract, shall be delivered to a legally permitted compost

processing facility, pre-designated by the Contractor. The facility shall be in full compliance with all local, state, and federal regulatory and licensing requirements.

5.13.6 Change in Facilities Location(s)

5.13.6.1 Any changes in disposal sites or facilities without prior City approval shall constitute a material breach of this contract. No changes to the location of the landfill facility shall be made without written agreement from the City through a contract amendment. The Contractor shall inform the City via email, and receive approval from the COM, at least 60 days before the change of a new facility or the discontinuance of an existing facility.

5.13.6.2 In the event of an emergency in which a change in disposal sites, facilities, or treatment methods shall be made, the Contractor shall notify the COM via email immediately. Any temporary solution proposed by the Contractor shall be approved in writing by the COM.

5.13.6.3 In the event of a change in the disposal facility, the Contractor shall be responsible for updating all existing profiles, licenses, permits, and requirements at the new disposal facility at no cost to the City.

5.13.7 Closures

The Contractor shall inform the City in writing of any landfill closures, for any landfill being used for the performance of the contract, for lack of space, at least one (1) year before the actual closure. The Contractor shall inform the COM in writing within 24 hours upon notification by a regulatory body if the disposal or processing facility is being closed, or is scheduled to close, due to regulatory non-compliance, regardless of whether said violations are local, state, or federal.

6.0 CONTRACTOR RESPONSIBILITIES

6.1 Designation of Key Personnel

6.1.1 Project Manager

The Contractor shall assign a Project Manager who shall oversee the contract. Upon contract award, the Contractor shall provide contact information for the Project Manager, an alternate contact and the Project Manager's supervisor via email to the COM. The Contractor shall also provide contact information for an emergency contact with availability after-hours, on weekends, including City Holidays, via email to the COM. The Project Manager or alternate must be available by telephone Monday through Friday between 8:00 a.m. and 5:00 p.m. Central Time. The City reserves the right to request a change in personnel, and the Contractor shall respond to the City's request with replacement contact information within three (3) business days.

6.1.2 Early Morning Hours – Point of Contact

The Contractor shall provide a representative who must be available by telephone daily, Monday – Sunday between 3:00 a.m. and 8:00 a.m. Central Time. Upon

contract award, the Contractor shall provide contact information for the representative via email to the COM. The City reserves the right to request a change in personnel, and the Contractor shall respond to the City's request with replacement contact information within three business days.

6.1.3 Special Events - Point of Contact

6.1.3.1 Upon request for Special Event Services in the Service Area, the Contractor shall provide a point-of-contact, including their name, email address, and cell phone number, within three business days of City's request.

6.1.3.2 The point-of-contact shall be available by phone upon assignment and throughout the scheduled special collections event for troubleshooting and other issues. The Project Manager or a specified designee (other than the point-of-contact described above) shall be available by phone during the entire event and have the authority and resources to resolve all problems that may arise as indicated by the point-of-contact person, COM, or Special Event designee. All issues or problems shall be resolved within eight hours or less. However, when reporting an issue or problem the City may specify the Contractor shall resolve the matter within a set due date and time.

6.1.4 Key Personnel Replacement

If 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 shall promptly notify the COM via email and obtain approval for the replacement.

6.1.5 Contractor Staff Replacement

Upon notification from the City that the Contractor's staff is to be removed for any reason, the Contractor shall rectify any problems and provide a qualified replacement within one (1) business day upon notification.

6.1.6 Operational/Employee Changes

The Contractor shall keep the City informed of any operational or employee changes that may affect the Contractor's ability of implementing or performing services described herein. The Contractor shall notify the COM, via email, within one (1) business day of such changes taking place.

6.2 Required Meetings with the City

6.2.1 The Contractor shall attend all meetings related to the ensuing contract quarterly and **as needed**, at a time and location mutually agreed upon by the City and the Contractor. Notice of any such meeting(s) may be given by email or telephone to the Contractor by the COM, or designee.

6.2.2 Meetings shall include key personnel (e.g., Project Manager, Supervisor, etc.) from both parties to discuss requirements, processes, and tasks to be performed; to confirm the procedures for services to be provided, including program concepts, methodology, project timelines, testing, correction plans, and deliverables; and to address other topics as determined by the City. The City will have final approval for the items listed in this section.

6.3 Reports

6.3.1 Weekly Reports

The Contractor shall submit a weekly report and all supporting documents to the COM or designee by close of business every week on Tuesday via email. The report shall be submitted in Microsoft Excel format or in a format that can be exported into Microsoft Excel. The City reserves the right to make any changes to the report throughout the contract period. At a minimum, this report shall include the following information from the previous week:

A. The date and time the alley(s) were cleaned;

B. The type of Materials removed, including any hazardous waste;

C. Number of contaminated recycling and composting containers by location (if applicable); and

D. The weight of Materials collected.

6.3.2 Special Events Report

The Contractor shall develop and maintain reports with historical data on special events including quantification of volume collected, unique service details about the event, other pertinent details as necessary as determined by the City. The Contractor shall submit a special events report and all supporting documents to the COM or designee via email within seven (7) calendar days of the end of the Special Event. The report shall be submitted in Microsoft Excel format or in a format that can be exported into Microsoft Excel.

6.3.3 Waste Composition and Contamination Audits

6.3.3.1 Audit Frequency

The Contractor shall conduct a Waste Composition Study ("Composition Report") upon the City's request. Such audits may be requested by the City on an annual, biennial, or other as-needed basis to assess contamination levels or material composition. The City is not obligated to request audits on a regular schedule and may determine the need for such studies at its sole discretion.

6.3.3.2 Audit Purpose and Scope

All audits shall assess material composition and contamination levels for trash, recycling, and compost services provided within the Service Area.

If requested by the City, the Contractor shall provide service via dedicated routes to accurately calculate diversion and disposal metrics.

6.3.3.3 Audit Design and Standards

Audit sampling and sorting shall:

A. Follow ASTM Standard D 5231-92 requirements.
B. Be statistically valid with a ninety percent (90%) confidence level and ten-percent (10%) margin of error.
C. Use random route selection as determined by the City.
D. Separate commercial collection within the CBD for analysis.
E. Include pre-sorting and post-sorting weight measurements for each material type.
F. The final sort categories and waste streams shall be mutually agreed upon by the City and the Contractor prior to each audit. High-level categories will include:
    1. Trash
    2. Recycling
    3. Compost
    4. Other

6.3.3.4 Contamination-Specific Protocols

When evaluating contamination levels, audits shall include:

A. Percentage of recyclable or compostable material found in landfill trash
B. Percentage of contamination in recycling (e.g., residuals, non-recyclables)
C. Percentage of contamination in compost (e.g., non-compostables, recyclables)

6.3.3.5 Audit Execution Requirements

The Contractor shall:

A. Provide all necessary equipment (scales, tarps, bins, safety gear)
B. Designate a safe, weather-resistant audit site
C. Staff the audits and accommodate City or City-appointed observers
D. Take photographs for documentation and educational use
E. Ensure data collection is complete, accurate, and attested in writing

6.3.3.6 Reporting Requirements

A complete report shall be submitted to the City by a mutually agreed-upon date following each audit. At minimum, reports shall include:

A. Net weights and percentages for each material category
B. Documentation of methodology and raw data
C. Photographs and observations
D. Identification of trends and contamination risks
E. Written certification that data is true and correct

6.3.3.7 Cost

The Composition Report shall be billed in accordance with the contract's pricing schedule.

6.3.3.8 In the final report, high-level categories Compost, Recycling, Bulk, and Other shall include and be reported based on the following waste streams:

Recycling	
#1 PET – bottles, jars, packaging material, etc.	#2 HDPE – natural bottles and containers
#2 HDPE - colored bottles and containers	#3 PVC
#4 LDPE – container	#5 PP
#6 PS - foam – packaging, food service, rigid, etc.	Plastic cutlery and straws
Clean paper – newspaper, mixed paper, cardboard, including steel bottom with paper (ex. pringles, mixed nut)	Rigid plastics Number 1–7
Shredded paper	Steel cans
Uncontaminated corrugated cardboard	Aluminum and metal cans/bottles
Cartons - aseptic and gable top	Boxboard
Other aluminum (foil, trays, tins)	All glass bottles and containers

Compost	
Food – edible and scraps	Compostable plastics
Compostable paper	Newspaper
Paper - soiled and mixed	Plastic lined cups and bowls
Cardboard	Plastic lined containers (Asian pails, boxes)
Freezer boxes	Shredded paper
Compostable utensils	Other compostable items
Non-bulky wood	

Bulk Items	
Furniture – chairs, tables, etc.	Large wood items, including wood pallets
Building materials	Tires / rubber
Carpet	Doors

Other	
Appliances	Sharps
Electronics	Building materials

Textiles	Fines
Batteries – alkaline and non-alkaline	Other not elsewhere classified
Hazardous Waste, including paint, detergents, oils, cleaners, etc.	

6.3.4 Incident Report ("IR")

The Incident Report is a Contractor-created form used to detail any incident(s) that occur during a shift. The Contractor shall document the incident and submit an Incident Report via email to COM on the same day as the incident. In the event a police report is filed, the Contractor shall provide the police report number within 24-hours to the COM. The Incident Report shall include:

A. A list of the people involved, with first and last name, including witnesses;
B. Date and time of the incident using military time;
C. Location of the incident;
D. Type of incident;
E. Specific details of the incident;
F. Extent of injury, if any;
G. Date-and-time stamped photo, if applicable;
H. Violator identification and/or license plate numbers if applicable and available;
I. List of public safety respondents, if applicable; and
J. Quantity and type of waste involved, if applicable.

6.3.5 Complaint Report

For any reported complaints the Contractor shall provide an email response to COM within three (3) business days. The written response shall include a statement of the original complaint, a report of the finding(s) of the Contractor's investigation, and an outline of the corrective action taken to avoid a recurrence of the complaint.

6.3.6 Other Reports

The City reserves the right to request additional reports that may be required by local, state, or federal laws and/or regulations, as well as reports that may be beneficial to the City's Zero Waste initiative or correlate with the scope of work and specifications described herein. The City may outline the specific requirements for these reports (i.e., format, deadline, submission requirements, etc.) with the report request.

6.4 Workforce Requirements (employees, subcontractors, and agents)

The Contractor shall be solely responsible for obtaining and providing all drivers, labor and other services required by the contract as may be necessary to fulfill the requirements of the contract.

6.4.1 Driver Qualifications

All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid license, of the appropriate class. Each driver shall carry his/her license during work hours. Drivers must be proficient in the English language.

6.4.2 Uniforms

Contractor shall require all employees, subcontractors, and agents who come into contact with the public in the City during working hours, to wear standardized uniforms bearing the Contractor's name, and to carry an identification badge or other means of identifying the employee. Employees shall be instructed to present employment identification cards to City staff, customers, security guards and law enforcement officers upon request, during work hours.

6.4.3 Safety Training

6.4.3.1 Contractor shall establish, provide, implement, and maintain comprehensive operational and safety training for all employees, subcontractors, and agents who utilize or operate vehicles or equipment for collection, handling, processing, transporting, identifying and disposal of Solid Waste, Recyclable Materials, Compost and Hazardous Waste, or who are otherwise directly involved in such collection or processing. Contractor shall provide the name of its safety officer, the frequency of its training, and a copy of its training policy and safety training program within three (3) business day to the City upon request.

6.4.3.2 The Contractor shall train in all regulatory requirements, hazards, and dangers in performing the various tasks that may be required according to this contract. The Contractor shall be responsible for assuring the safety of employees and the public during the performance of all services.

6.4.4 Conduct and Courtesy

The Contractor shall use its best efforts to assure that all employees, subcontractors, and agents presents a neat appearance and conduct themselves in a courteous manner. Contractor shall train all employees, subcontractors, and agents in customer courtesy, discourage the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible.

6.5 Vehicle Requirements

6.5.1 General

The Contractor shall be solely responsible for obtaining, providing, maintaining, and repairing all materials, equipment, and supplies required by the contract as may be necessary to fulfill the requirements of the contract.

6.5.2 Type of Vehicles

Contractor shall provide collection and auxiliary vehicles of the type, size and configuration, and in the quantities that is necessary to perform the services for which the Contractor is responsible under this contract. All such vehicles shall be suitable in design and construction for arduous heavy-duty service. All vehicles shall comply with all laws, regulations, and ordinances, and be in safe operating condition.

6.5.3 Number of Vehicles

Contractor shall provide an adequate number of vehicles and equipment for the services for which it is responsible under this contract. Contractor shall have available sufficient back-up vehicles for each type of collection vehicle used (e.g., side loader, front loader, and roll-off vehicles) to respond to mechanical breakdowns, complaints, and emergencies. Contractor shall be required to operate an adequate number of collection vehicles that shall be capable of servicing hard-to-service areas.

6.5.4 Vehicle Identification

Contractor's name, local telephone number, and a unique vehicle identification number designated by Contractor for each vehicle shall be prominently displayed on the vehicles.

6.5.5 Vehicle Operation

Vehicles shall be operated in compliance with all applicable safety regulations and City ordinances. Vehicles shall be operated only by employees of Contractor who are appropriately trained and licensed. Contractor shall not load vehicles more than the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles. Contractor shall be solely responsible for paying any fines imposed by any regulatory agencies, for violation of these requirements.

6.5.6 Vehicle Maintenance

Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available within three (3) business day via email to the City upon request.

6.5.7 Vehicle Repairs

Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause to maintain all equipment in a safe and operable condition.

6.5.8 Vehicle Storage

Contractor shall not store any vehicle or equipment on any public street or property of the City.

6.5.9 Vehicle Preferences

The City's preference is for the Contractor to use zero-emission vehicles in supplying the services under this Contract. In line with the City's climate goals, commitment to electrification, and advancing sustainability initiatives in the community. The City reserves the right to request a list of the types of vehicles the Contractor will use in conducting the services, along with any descriptions of energy efficiency or lowered emissions that can be documented for its vehicles. The Contractor shall provide this information within fourteen (14) business days of request from the City.

6.6 Safety

6.6.1 Required Personal Protective Equipment

The Contractor shall ensure that all employees, subcontractors, and agents working to provide these services shall wear the required personal protective equipment as applicable (including hardhats, safety glasses, high-visibility vests, leather (or adequately puncture-resistant) gloves and boots, and other protective clothing and gear), collectively ("PPE"), at no cost to the City, when performing services.

6.6.2 Worksite Safety

The Contractor shall be solely responsible for maintaining safety at all worksites. The Contractor shall take all steps to ensure safety at the worksite for both employees and subcontractors, and the public, including traffic control, if necessary.

6.6.3 Safety Plan

The Contractor shall have a safety plan and response procedures for all safety concerns, including but not limited to fire, flood, and injuries. The Contractor shall implement and maintain the safety plan throughout the awarded contract.

6.6.4 Public Safety

6.6.4.1 The Contractor's vehicles shall not remain parked or stopped on a public roadway or in a position that may limit visibility for the public for any longer than is necessary to safely perform the services under this contract.

6.6.4.2 In the event a person is blocking access to a container in need of service or is found in a Container or a Contractor vehicle, the Contractor shall call 911 immediately.

6.6.4.3 The Contractor shall report safety issues to the Austin 3-1-1 Call Center (Austin 3-1-1 Call Center reports can be filed via a mobile app, online, or by calling the Austin 3-1-1 Call Center) or 9-1-1 depending on severity. The Contractor shall inform the COM within one (1) hour via telephone communication for all calls made to 9-1-1 or 3-1-1, or reports filed, involving personal safety. The Contractor shall document the incident and submit an Incident Report to the COM, via email, on the same day as the incident.

6.7 Certifications, Licenses, Permits and Regulation Compliance

6.7.1 The Contractor and all subcontractors shall comply with all applicable federal (i.e., Environmental Protection Agency "EPA", Code of Federal Regulations ("CFR") 40, Part 258 and Subtitle D of the Resource Conversation and Recovery Act), state (i.e., State Board of Health, and local laws and regulations), including Travis County and City ordinances, and Texas Commission on Environmental Quality ("TCEQ") permits (e.g., Compost Facility Permit or Registration, or Notice of Intent to Operate a Compost Facility), as applicable for the facility location and the materials processed pursuant to Title 30 Texas Administrative Code, Environmental Quality.

6.7.2 The Contractor shall provide personnel trained per the Texas Department of Transportation ("TxDOT") Hazardous Materials Regulation 49 CFR 100-199, if required. The containment mechanism and all containers used to transport the waste shall comply with TxDOT regulations as well as with hazardous transportation rules in 40 CFR 263, whenever these regulations are applicable. Non-hazardous industrial solid waste shall be performed by a licensed, insured, and permitted transporter as determined and required by the City. All monetary penalties associated with the Contractor and the subcontractor activities that result in non-compliance with TxDOT regulations shall be the Contractor's sole responsibility.

6.7.3 The Contractor shall comply with all Occupational Safety and Health Administration ("OSHA") standards, regulations, training requirements, and safety practices as they relate to contract operations. The Contractor shall be responsible for job site safety and for the safety of its agents, employees, and subcontractors. The Contractor shall also abide by any site-specific safety regulations. All monetary penalties and liabilities associated with non-compliance with OSHA shall be the sole responsibility of the Contractor.

6.7.4 The Contractor shall install and maintain all containers to ensure compliance with all applicable American National Standard Institute ("ANSI") regulations.

6.7.5 If any standards under these regulations change during the contract and a timeline for compliance is not prescribed by the authority with jurisdiction, the City will establish a timeline by which the Contractor shall comply with any revised regulations.

6.7.6 All materials shall be handled, transported, stored, processed, and disposed of in accordance with all applicable federal, state, and local statutes, laws, regulations, rules, or ordinances. The Contractor warrants that all landfills, facilities, Material Recovery Facilities (MRFs), transporters, and handlers are properly licensed and permitted. The Contractor shall be solely responsible for the Contractor's and the subcontractors' compliance.

6.7.7 The Contractor is presumed to be fully knowledgeable regarding all applicable compliance requirements and assumes full responsibility to comply with all requirements.

6.7.8 The Contractor shall notify the City in writing within two business days of all violations or notices of non-compliance of operating permits that occur with the Contractor, subcontractors, consultants, and facilities while performing all duties under the contract.

6.7.9 The Contractor shall maintain and make available upon request throughout the term of any resulting contract, all licenses, registrations, and permits required by federal, state, local agencies, statutes, ordinances, or environmental or safety laws for the duration of the Contract, including extension options and holdover periods. The City may request a copy of the current license, registration, or permit at any time during the duration of the contract, including extension options and holdover periods. The Contractor shall provide the requested information within five business days after a written request by the City. The Contractor shall maintain licenses and certifications required throughout the Contract at no expense to the City and immediately notify the City, in writing, in the event its license and certification or the licenses and certifications of any of its Subcontractors are canceled or allowed to expire.

6.7.10 The Contractor shall notify and provide copies to ARR of any amendments, renewals, or replacements to their applicable licenses and permits within 30 calendar days after the amendment, renewal, or replacement effective date.

6.8 Spills and Leaks

6.8.1 The Contractor shall possess emergency response spill kits and shall be responsible for any and all spills and/or leaks associated with this contract.

6.8.2 The Contractor, its employees, subcontractors, or agents shall solely be responsible and liable for all the management, and cleanup, resulting in damages, expenses, and all drips, leaks, and/or spills from any source, solid or liquid, and/or loss of

debris, even minimal amounts, that occur from the transportation, pickup, disposal, or processing of materials associated with this contract. The Contractor shall inform the COM of all such spills immediately after the occurrence of the spill event. Should spillage occur in, on, from, and/or around the Service Area and for any reason, the Contractor shall be solely liable for spillage and shall clean, pump out, sweep up, and properly dispose of the material/litter. At a minimum, cleaning and sweeping shall include the gathering and removal of material from the container and/or area where spillage occurred and the surrounding premises and adjoining areas using either manual or mechanized brooms, and/or sweeping machines, and proper solvents for cleanup. Cleanup shall conform to all federal, state, and local regulations and ordinances. All damage, accidents, and/or injuries that occur as a result of any leaks and/or spills shall be the sole liability and responsibility of the Contractor.

6.8.3 The Contractor shall report spills to the Austin 3-1-1 Call Center or the proper authorities and inform the COM within 24 hours. The Contractor shall also follow up with the COM on the remedy for the spill.

6.9 Damage to Public or Private Property

6.9.1 In the event any damage is done to public or private property by the Contractor, its employees, its subcontractors, its representatives, or its agents ("Contractor Parties"), the Contractor shall be liable for such damage. The Contractor shall notify the COM immediately and complete a damage report so any claims can be monitored. The Contractor shall provide a damage report for each incident, submitted in writing and via email to the COM with all information and documentation, including photographs, that may be relevant to the incident. Upon request by the City, the Contractor shall promptly provide the City with any additional information that may be relevant to damages or a determination of liability relating to potential claims arising from the incident.

6.9.2 The Contractor shall be responsible for all costs related to the damage caused by the Contractor Parties. The Contractor shall restore any property damaged by the Contractor Parties to its original condition at the Contractor's own expense. If the Contractor Parties damage City property, then the Contractor will restore City property to its original condition in the manner prescribed by the City and to the satisfaction of the City. City property may include – but is not limited to – rights of way, curbs, utility infrastructure, and any pavement or turf on real property owned by the City. Turf shall be restored in the manner prescribed by the City, which may include the use of ryegrass, permanent grass, or any other means that the City deems necessary for restoration. The Contractor's failure to restore damage to City property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

6.10 Title and Custody of Materials

The Contractor shall take title and sole custody of all materials upon collection from the Service Area.

6.11 Protection of Water Resources

6.11.1 No watercourses shall be polluted by any debris, including petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumen, and/or trash. The Contractor shall not release any pollutant (as defined in Texas Water Code 26.001(3)) into watercourses without appropriate permits, licenses, or authorization. It is the responsibility of the Contractor to ensure compliance with any applicable federal, state, or local water quality standards, and conditions of any permits held by the City. Any such water pollution caused by the Contractor or that occurs as a result of the Contractor activities, will be cleaned up according to applicable regulations and ordinances, at no cost to the City, and shall be solely the liability and responsibility of the Contractor.

6.11.2 In the event of an emergency in which a leak, spill, or related concern which may discharge pollutants into the City's storm drain system, creeks, lakes, or aquifers, the Contractor shall report the situation immediately to the Austin 311 Call Center and investigators will be notified of the report immediately (Austin 3-1-1 Call Center reports can also be filed online or via a mobile app, select "Environmental Spills"). The Contractor shall inform the COM within one-hour via telephone communication for calls made to 9-1-1 and with twenty-four (24) hours for all other calls. For calls made to 9-1-1, the Contractor shall document the incident and submit an Incident Report via email to COM on the same day as the incident.

6.11.3 Emergency contact information
Austin Water Dispatch
(512) 974-1000

6.11.4 Emergency contact information
Watershed 24-hour Emergency
(512) 974-2550

6.12 Other Environmental Requirements

6.12.1 The Contractor shall not operate in any manner that could cause a nuisance, or hazardous condition, resulting from odors, particulates, or noise pollution.

6.12.2 No debris or surplus materials may be disposed of by open burning at the site or any other location. This does not preclude the Contractor from disposing of materials at an appropriately authorized and permitted disposal facility which may include incineration as part of the waste treatment process if approved by the City.

7.0 CITY'S RESPONSIBILITIES

7.1 Contract Operations Manager (COM)

The COM will be the main point of contact at ARR and will manage the services, operations, and communications under the ensuing contract. The City will notify the Contractor in writing in the event there is any change in contract administration responsibilities. Email communication is preferred, but in the case of emergencies, contact the COM by phone. The City reserves the right to assign a designee to assist the COM at any time throughout the contract term. The City prefers the Contractor to communicate all non-urgent issues through email. For all urgent issues, the Contractor shall contact the COM or designee by phone.

7.1.1 Contract Operations Manager (or successor)
Samuel Gilbert, Division Manager
City of Austin – Austin Resource Recovery
Office Phone: (512) 974-2985
Email: Samuel.Gilbert@austintexas.gov

7.1.2 Designee to assist the COM (or successor)
Copy on all communication
Willie Simmons, Assistant Division Manager
City of Austin – Austin Resource Recovery
Office Phone: (512) 974-4309
Email: Willie.Simmons@austintexas.gov

7.2 Container Placement

The City will determine the placement of Containers (whether temporary or permanent), at its sole discretion. The City has final approval of all Container placements. The City will provide a container placement map and updated maps to the awarded Contractor.

7.3 Container Replacement

The City is not responsible for any missing, stolen, or burned Containers or Container damage due to compactor incompatibility.

7.4 Service Schedule Modification

The City reserves the right at any point in the contract period to modify the days of the week, time, and frequency schedule(s) for trash, recycling, and/or composting collections.

7.5 Low-hanging Wires and Limbs

The City will be responsible for correcting issues with low-hanging wires, provided they are associated with a City department, and low-hanging limbs.

7.6 Exemptions

All residences, businesses, and other establishments in the Service Area are required to utilize the Collection Services provided under the contract unless granted an exemption by the Director of ARR. Reasons for granting an exemption include, but are not limited to:

A. Areas that cannot be accessed due to lack of alleyway;
B. Areas considered private property;
C. Properties owned or leased by governmental entities, and/or;
D. Other establishments whose unique characteristics make this service unsuitable.

7.7 Performance Monitoring

The City will provide direction, instruction, and feedback regarding performance issues, concerns, corrections, and communication as necessary.

7.8 Quality Control

The COM may perform quality control inspections of the services at any point and multiple times throughout the contract term. The quality control inspections will be for the purpose of ensuring that the services are performed in accordance with the requirements specified herein and to confirm the quality of work meets the City's requirements.

7.9 Other Inspections

7.9.1 Representatives of ARR, authorized City staff, or other persons authorized or contracted by the City to perform inspections shall have the right to inspect, at any time, the Contractor's premises (offices and facilities) and vehicles being used in support of the services provided under the contract. The Contractor and any subcontractors shall also allow access by ARR or those specified above to inspect all environmental, safety, and training records. Inspections will be to ensure services are performed in accordance with the requirements specified herein and to confirm the quality of work meets the City's requirements.

7.9.2 The City reserves the right to visit the recycling facility at any time to ensure that the Materials are being recycled according to the specifications described herein.

8.0 DELIVERABLES

The schedule of deliverables outlined below is the City's preferred schedule.

Deliverables	Timeline (due date or frequency)	Performance Measure or Acceptance Criteria	Contract Reference/ Section

Relocate containers placed in incorrect location or time for Special Events	By 5:00 pm of same day, if request made before 1:00 pm. Next day by 1:00 pm, if request made after 1:00 pm.	City Approval	5.7.2.4
Contact Information for Daily Contractor Representative for Service Area	Upon contract award via email	Received by COM	5.8
Report theft, burning, abuse of containers, illegal dumping, dumping of hazardous waste materials, improper usage of the containers or safety hazards	Via incident report submitted on same day as observation	Received by COM	5.8.C
Safety issues reported to 3-1-1	Within 24-hours via phone or email	Received by COM	5.8.D / 5.12.3 / 6.6.4.3
Safety issues reported to 9-1-1	Within 1-hour via phone, and Incident Report submitted on same day as incident	Received by COM	5.8.D / 5.12.3 / 6.6.4.3
Any Containers placed in front of business doors, loading docks, utility boxes, or fire escapes or placed over utility manhole covers	Same day as requested by the COM	City Approval	5.10.8.1
Container Audit Compliance Inspection Corrections	Within five calendars days of notification by the City, unless otherwise specified	City Approved	5.11
Notification of Missed Collection	Within four hours via email	Received by COM	5.12

Texas Department of Agriculture ("TDA") Scale Verification	Upon award of contract and annually thereafter	Received by COM	5.13.3
Planned change in facilities location	60 days or more before change or discontinuance via email	Received by COM	5.13.6.1
Emergency change in facilities location	Immediate notification to COM via email	Received by COM	5.13.6.2
Contact information for Project Manager, Early-Morning Point of Contact	Upon contract award via email	Received by COM	6.1.1 / 6.1.2
Special Event Point of Contact	Within three business days of City's request via email	Received by COM	6.1.3
Operational/Employee Changes	Within one business day of changes taking place via email.	Received by COM	6.1.6
Quarterly and as needed meetings with the City	Quarterly and as needed	Attendance	6.2.1
Weekly Report	Tuesdays of every week by close of business via email	Received by COM	6.3.1
Special Events Report	Within seven calendar days of the end of the Special Event via email	Received by COM	6.3.2
Waste Composition and Contamination Audits	As requested by the City	Received by COM	6.3.3
Incident Report	Same day as incident via email	Received by COM	6.3.4

Police Report Number	With 24-hours via email	Received by COM	6.3.4
Safety Training Records	Within three business days of City's request via email	Received by COM	6.4.3.1
Vehicle Maintenance Records	Within three business days of City's request via email	Received by COM	6.5.6
Current certifications, licenses, and permits	Within five business days after a written request by the City via email	Received by COM	6.7.9
Amendments, renewals, or replacements to applicable certifications, licenses, and permits	Within 30 calendar days of the replacement effective date via email	Received by COM	6.7.10
Spills reported to 3-1-1	Inform COM within 24 hours via email	Received by COM	6.8.3
Emergency in which a leak, spill, or related concern may discharge pollutants into the city's water resources reported to 9-1-1	Within 1-hour via phone, and Incident Report submitted on same day as incident	Received by COM	6.11.2
Invoices and Supporting Documentation	By the 10th calendar day of each month	City Approved	Terms & Conditions

9.0 ATTACHMENTS

The following exhibits are incorporated into and made a part of this contract:

Attachment A – CBD Service Area Map

Attachment B – Garbage Recycling Dumpster Locations

Attachment C – Dumpster Decal – Trash

Attachment D – Dumpster Decal – Recycling

Attachment E – Dumpster Decal – Compostables

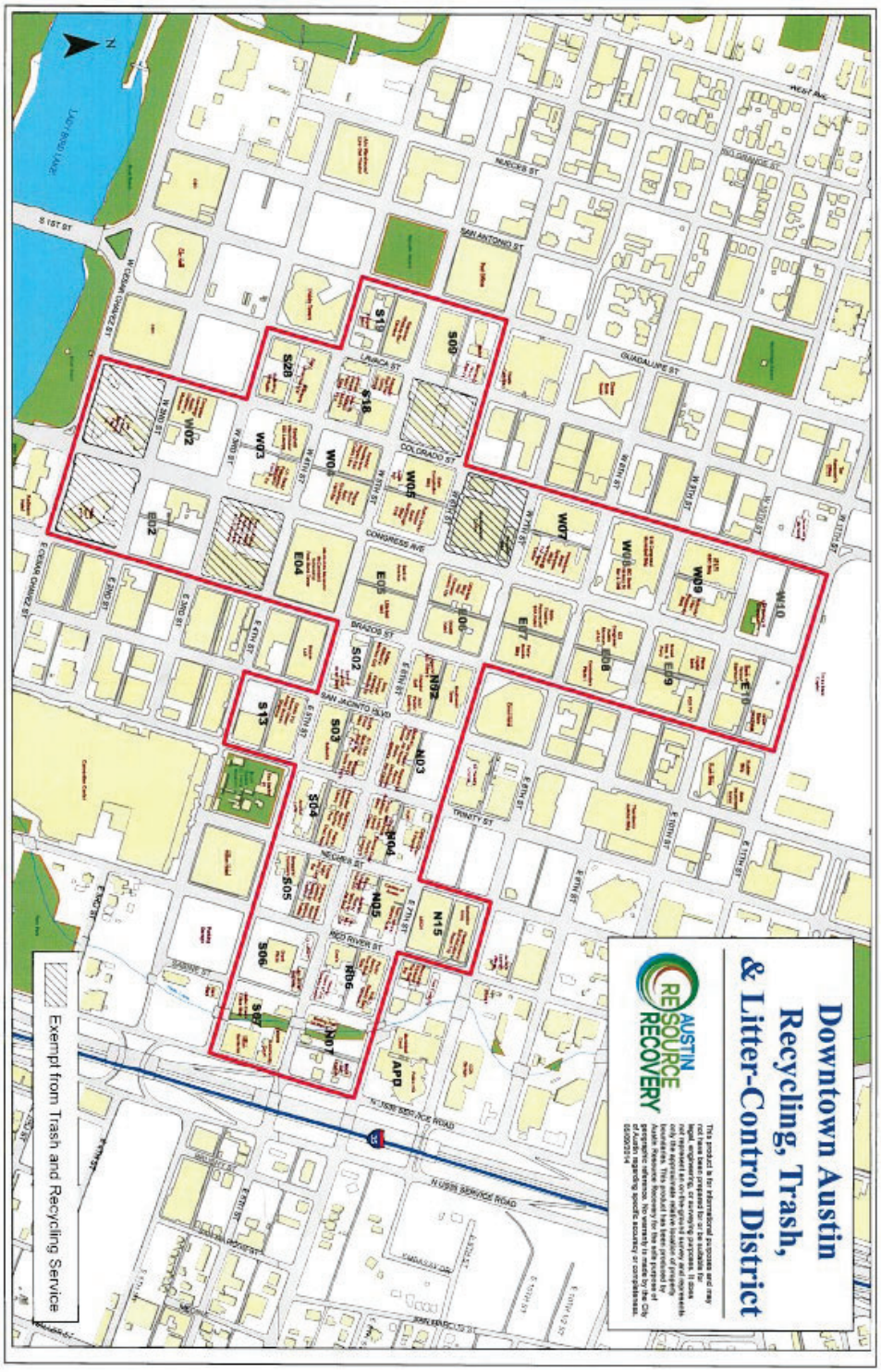
Attachment F – URO Acceptable Materials

Attachment G – Compost Materials

Attachment H - Universal Recycling Ordinance ("URO"), Chapter 15-6 – Solid Waste Service Administrative Rules

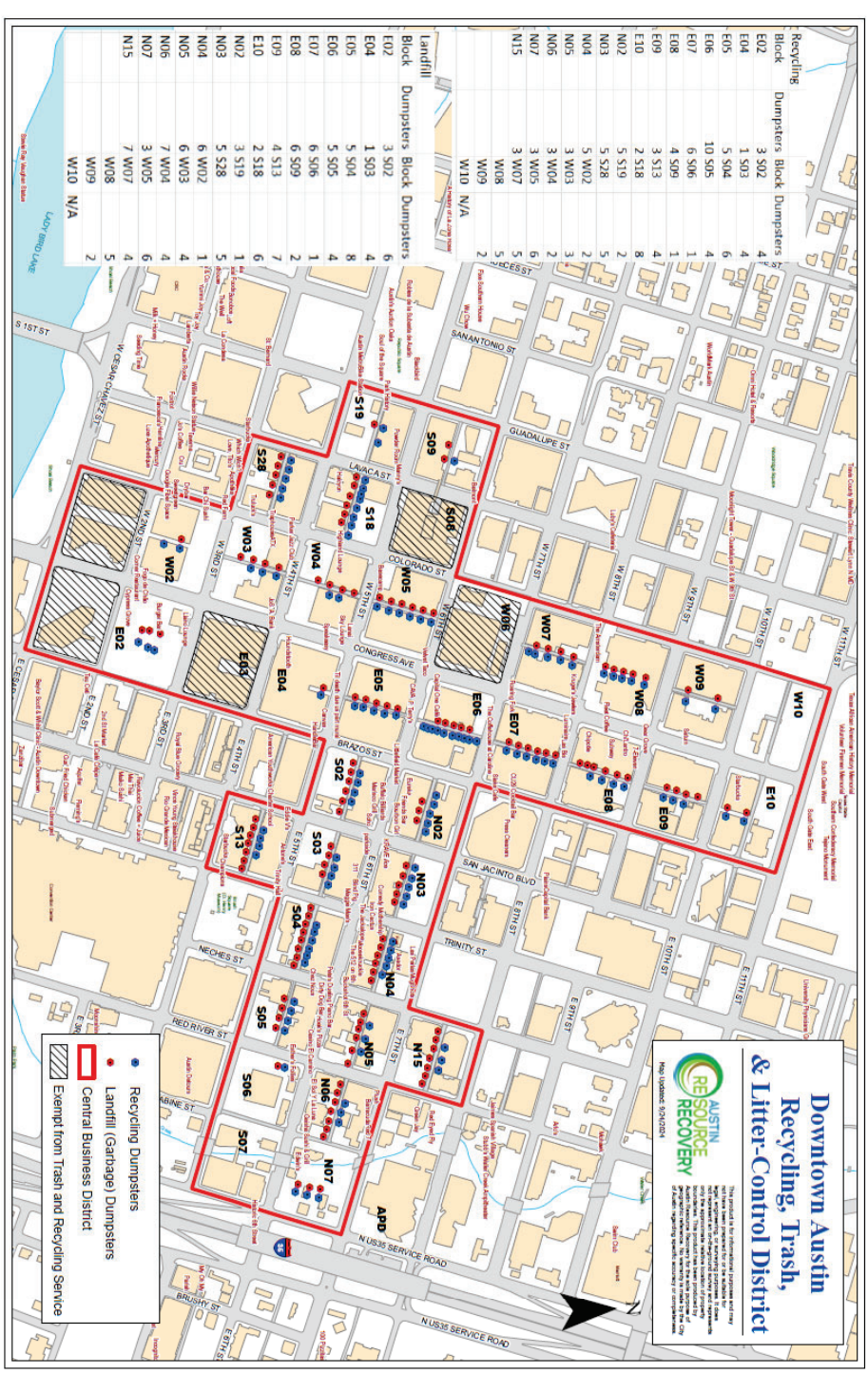
ATTACHMENT A

CBD SERVICE AREA MAP



ATTACHMENT B

GARBAGE RECYCLING DUMPSTER LOCATIONS



ATTACHMENT C

DUMPSTER DECAL – TRASH



ATTACHMENT D

DUMPSTER DECAL - RECYCLING



ATTACHMENT E

DUMPSTER DECAL – COMPOSTABLES



ATTACHMENT F

URO ACCEPTABLE MATERIALS



ATTACHMENT G

COMPOST MATERIALS (page 1 of 8)



ATTACHMENT G

COMPOST MATERIALS (page 2 of 8)

USING YOUR GREEN COMPOSTING CART IS EASY!



STEP 1
Place food scraps, food-soiled paper and yard trimmings in your green cart. If it grows, it goes! See pages 6-7 for a list of accepted materials.



STEP 2
Set out your cart **EVERY WEEK by 6:30 a.m.** on your trash collection day, even if it isn't full.



STEP 3
Make sure everything fits in the cart when the lid is closed, and keep the lid closed at all times.

HOW WILL MY OTHER CARTS AND COLLECTIONS BE AFFECTED?

Yard Trimmings
Now place grass clippings, leaves and small branches directly in your **GREEN** composting cart. Fill your cart first. Use lawn-and-leaf bags for excess only.

Trash
Instead of placing food scraps and food-soiled paper into your brown trash cart, place them in your **GREEN** composting cart.

Recycling
No changes! Continue to place recyclables, like hard plastics, glass, metals, cardboard and paper, in your **BLUE** recycling cart.





2

ATTACHMENT G

COMPOST MATERIALS (page 3 of 8)

FROM GREEN CART TO COMPOST

The materials in the green cart do not go to a landfill! They are composted into a natural resource!



Austin Resource Recovery staff collects materials in your green cart and transports them to a local commercial composting facility.



Materials are placed in a large pile where microorganisms begin to break down the materials and heat up the pile to very high temperatures.



After about 12 months, materials break down and transform into an earthy, soil-like material called compost.



Compost is used to fertilize plants, gardens and other outdoor areas.

BPI-CERTIFIED COMPOSTABLE BAGS

BPI-Certified compostable bags have been tested and approved by the Biodegradable Products Institute scientists to ensure they will break down completely, quickly and safely during the composting process. Look for the BPI logo on the box when purchasing compostable bags.

BPI

SAVE MONEY WITH YOUR GREEN CART!



After putting food scraps and food-soiled paper in your composting cart, you likely will have less trash to throw away each week. This may allow you to downsize to a smaller, less expensive trash cart and save money on your monthly utility bill! We offer four trash cart sizes – the smaller the cart, the less it costs. To downsize your trash cart, call 512-494-9400.

ATTACHMENT G

COMPOST MATERIALS (page 4 of 8)

COLLECTING YOUR FOOD SCRAPS

Collect food scraps in a reusable container in the kitchen for an easy way to set aside leftovers for your green cart. Coffee cans, plastic food storage containers or compost collectors can be used.



STEP 1

Keep your container in a convenient location in your kitchen, such as on your countertop, under the sink or in your freezer.

STEP 2

While cooking or cleaning up, place leftover food scraps and food-soiled paper into your container

STEP 3

Empty the contents of your container into your green cart before you set out your cart each week.

AVOID THE "ICK" IN YOUR KITCHEN COLLECTOR

These tips may help reduce odors in your kitchen collector:



- Line your kitchen collector with a BPI-certified compostable bag, paper bag or newspaper to absorb moisture and manage odors in your kitchen collector.
- Collect food scraps in a cereal box or tissue box. Be sure to remove any plastic lining.
- Wrap food scraps in a paper towel or old newspaper.
- Sprinkle baking soda inside of the kitchen collector.
- Wash your kitchen collector in the dishwasher or by hand after emptying it into your green cart.
- To reduce odors in your kitchen, try freezing food scraps like meat, poultry and fish in your kitchen collector or other reusable container, paper or BPI-certified compostable bag until it's time to place scraps in your green cart.

4

ATTACHMENT G

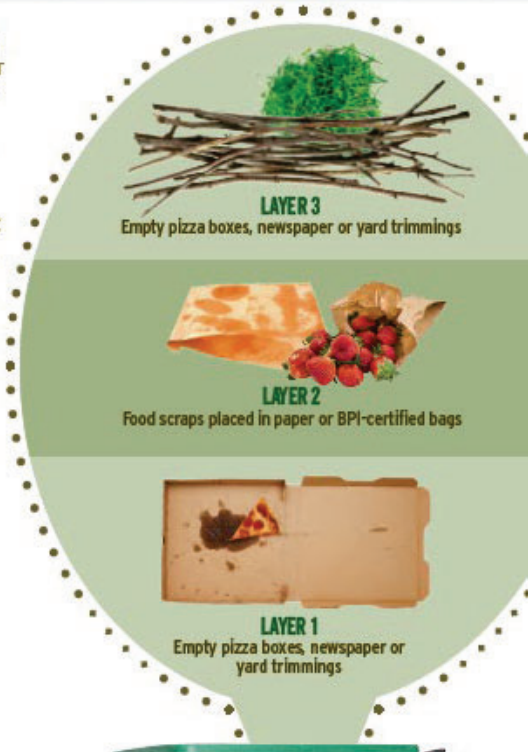
COMPOST MATERIALS (page 5 of 8)

FILLING YOUR CART

Instead of placing food scraps and food-soiled paper in your trash cart, now place them in your green cart. Place yard trimmings directly in the composting cart, and use lawn-and-leaf bags for excess only. Always keep glass and plastic bags out!

Tips to help reduce odors, moisture and pests:

- Layer your food scraps with yard trimmings inside the cart.
- Place yard trimmings directly in your cart.
- Place yard trimmings, newspaper or a pizza box at the bottom of your cart to absorb moisture.
- Place food scraps in BPI-certified compostable bags or paper bags to prevent scraps from sticking to the cart.
- Keep your food scraps frozen and place them in your green cart the night before your collection day.



KEEPING YOUR CART CLEAN

- Rinse your cart with mild soap and water when necessary. Tip: Be sure to pour the dirty water onto the lawn and not down a storm drain!
- Sprinkle baking soda in your cart.
- Keep the lid closed at all times.
- Set out your cart every week.
- Keep your cart in a shaded area.
- Line with leaves, paper or pizza boxes.



5

ATTACHMENT G

COMPOST MATERIALS (page 6 of 8)

WHAT GOES INTO YOUR GREEN CART

If it grows, it goes!

FOOD SCRAPS

Cooked or raw meat, poultry and seafood (including bones), cheese, dairy products, fruits, vegetables, grains, pasta, eggshells, bread, coffee grounds, tea bags, tea leaves, baked goods, nuts, jelly, candy, snack foods, leftovers, spoiled food



How to Collect

- Collect in a reusable container
- Place in an BPI-certified compostable bag
- Place in a paper bag or other paper collector
- Place in green cart

What to Avoid

Do not include liquids, fats, oils, grease, plastic, glass, metals, Styrofoam



YARD TRIMMINGS

Grass clippings, small branches, small tree limbs tree roots, flowers, leaves, plants, straw

How to Collect

- Place yard trimmings directly in your cart (loose or in paper bags)Ensure the lid closes
- **Fill your cart first**. If you are unable to fit all of your yard trimmings in your cart:
  - Bag extra yard trimmings in lawn-and-leaf paper bags and place at the curb
  - Bundle and place small branches and tree limbs (no longer than 5 feet and 3 inches in diameter) at the curb

What to Avoid

No rocks, soil, or tree stumps

KEEP THESE ITEMS OUT OF YOUR GREEN CART!

Prohibited items cannot break down into nutrient-rich compost, or cause a safety hazard for collection crews. Check the list below to find out what to keep out of your green cart:

- Aluminum
- Animal carcasses
- Ceramics
- Cigarette butts and ashes
- Clothing
- Diapers
- Fats, oils, grease
- Glass
- Glossy paper
- Hazardous waste
- Landscape timbers

6

ATTACHMENT G

COMPOST MATERIALS (page 7 of 8)



ATTACHMENT G

COMPOST MATERIALS (page 8 of 8)

FREQUENTLY ASKED QUESTIONS

My cart isn't full. Should I still set it out at the curb?

Yes. No matter how full your cart is, the City encourages you to set out your cart every week to help keep your cart clean. Crews will still collect your cart, regardless of the amount of compostable material.

What should I do with extra yard trimmings that won't fit in my cart?

First, be sure to put as much of your yard trimmings as possible inside your green cart. The lid must be able to close. Consider saving excess leaves and grass clippings to layer with food scraps in the future. If you have more yard trimmings than will fit in your green cart, then you may put them in lawn-and-leaf paper bags or in a reusable container no larger than 34 gallons. You may also tie small branches (no longer than 5 feet or thicker than 3 inches in diameter) into manageable bundles with string or twine and place them at the curb. Extra yard trimmings will be collected at no extra charge.

What happens to the compost at the end of the process?

The City contracts with a local company to process the compost. The company will sell the compost and it will be used on local lawns, gardens and outdoor areas.

Why is it important to keep unaccepted items out of the green cart?

Unaccepted items, like plastic bags, bottles and glass, do not break down naturally and cause significant problems for the composting process. Some items also cause a safety hazard for collection crews. It is important to keep out unaccepted items so they do not contaminate the compost or cause injury.



Keep these items out of your green composting cart!

See pages 6-7 for a list of prohibited and accepted materials.

PRINTED ON 100% RECYCLED CONTENT PAPER WITH SOY INK

LEARN MORE!

For instructional videos, downloadable resources and tips for cleaning your cart, visit austintexas.gov/austincomposts or call 3-1-1.

ATTACHMENT H

UNIVERSAL RECYCLING ORDINANCE ("URO")
Chapter 15-6 – Solid Waste Service Administrative Rules

ARTICLE 5. - UNIVERSAL RECYCLING.

Division 1. - General Provisions.

§ 15-6-80 - APPLICABILITY.

This article applies in the City's zoning jurisdiction.

Source: 1992 Code Section 12-3-121; Ord. 031204-14; Ord. 031211-11; Ord. 20101104-018; Ord. No. 20140612-010, Pt. 1, 6-23-14.

§ 15-6-81 - RESPONSIBLE PARTY GENERAL RULE; EXCEPTION.

(A) With the exception of Subsection (B), a responsible party shall comply with any duty that is imposed on the responsible party in this Article 5.(B)A tenant or lessee on a premises who contracts or arranges with a hauler for solid waste service or who self-hauls is deemed the responsible party with respect to that portion of the premises over which the tenant or lessee has care, custody, control, or possession.

Source: Ord. No. 20140612-010, Pt. 2, 6-23-14.

§ 15-6-82 - RIGHT OF ENTRY.

(A) City staff authorized by the director or the code compliance director may enter a premises to inspect for compliance with this article. (B)An inspector shall present the inspector's credentials to an occupant of the premises on request. (C)An inspector shall make a reasonable effort to locate the responsible party and request entry to the premises.

Source: 1992 Code Section 12-3-122; Ord. 031204-14; Ord. 031211-11; Ord. 20101104-018; Ord. 20130425-007; Ord. No. 20140612-010, Pt. 3, 6-23-14.

Division 2. - Service.v**§ 15-6-91 - AFFECTED PREMISES.**

(A) The responsible party for a premises of which all or part is used for multifamily residential use shall:

(1) ensure that tenants and employees have access to on-site recycling services described under this article, for that portion of the premises that is multi-family residential; and
(2) after October 1, 2024, and for premises with five or more dwelling units, ensure that tenants and employees have access to composting services described under this article, for that portion of the premises that is multi-family residential.

(B) The responsible party for a premises of which all or part is used for office, medical office, medical facilities, religious assembly, or private educational facilities shall ensure that tenants and

employees have access to on-site recycling services described under this article, for that portion of the premises that has one or more of the uses described in this Subsection (B).

(C) The requirements in Subsection (D) of this section are in addition to the requirements in Subsections (A) and (B) of this section.

(D) The responsible party for a premises of which all or part is used for non-residential use, including but not limited to those uses described in Subsection (B) of this section and also including hotels and lodging, grocery stores, and commercial businesses, shall ensure that tenants and employees have access to on-site recycling services described under this article.

(E) In addition to complying with the other requirements described in this section, the responsible party for a premises of which all or a portion has use attributable to a food enterprise that requires a food permit under Section 10-3-61 (Permit Required) to operate shall ensure that employees at the food enterprise have access to on-site diversion of organic materials.

(F) A responsible party for an affected premises to which an effective date in Subsections (A)—(E) of this section applies and who begins operations after an applicable effective date shall comply with this ordinance on the date the affected premises is issued a certificate of occupancy.

Source: 1992 Code Section 12-3-141; Ord. 031204-14; Ord. 031211-11; Ord. 20101104-018; Ord. 20130425-007; Ord. No. 20140612-010, Pt. 4, 6-23-14; Ord. No. 20230921-004, Pt. 1, 10-2-23.

§ 15-6-92 - DIVERSION REQUIREMENTS FOR AFFECTED PREMISES. E (A) On-site recycling and organic material diversion services required under this article shall:

(1) collect at least the following materials: paper (including mixed paper and office paper), plastics PETE (#1) and HDPE (#2) bottles and containers, aluminum cans, corrugated cardboard, and glass bottles and jars;

(2) collect organic materials, if a premises with a food enterprise is subject to Subsection (E) of Section 15-6-91 (Affected Premises);

(3) collect at least the following materials, if a premises is subject to Part (A)(2) of Section 15-6-91 (Affected Premises):

(a) food scraps (including meat, bones, and dairy);
(b) food soiled paper; and
(c) BPI certified compostable products;

(4) provide receptacles, collection, capacity, and storage areas that comply with applicable administrative rules; and

(5) remove the recyclable or organic materials by either:

(a) transporting the recyclable and organic materials to a materials recovery or composting facility authorized by law;

(b) contracting with a City-licensed recycling service provider to transport the recyclable and compostable materials to a materials recovery or composting facility authorized by law; or
(c) transporting recyclable or organic material, as permitted and required by City Code, to a material recovery facility, food bank, processor, material broker, urban farm, urban ranch, rural farm, rural ranch, community garden, or a facility that prioritizes the hierarchy of beneficial use as set out in Subsection (D) of this section.

(B) The director may add to the list of recyclable materials required under Subsection (A)(1) of Section 15-6-92 (Recycling Requirements for Affected Premises) by providing notice on the City's website at least 365 continuous days before adding the additional materials.

(C) The department shall adopt rules that establish a process in which the responsible party for an affected premises can request:

(1) a waiver of certain requirements in this article;
(2) approval to comply with this article by achieving the City's Zero Waste Goal through alternative means;
(3) approval to substitute another recyclable material in place of a required recyclable material listed in Subsection (A)(1) above;
(4) approval to comply with this article by sharing solid waste, recycling, or organic materials diversion services;
(5) approval of a deduction of square footage under Subsection (E) of Section 15-6-91 (Affected Premises) if the food enterprise serves only pre-packaged food; or
(6) approval for performing recycling or organic materials diversion on-site.

(D) In accordance with the requirements of the Good Faith Donor Act set forth in Chapter 76 of the Texas Civil Practice and Remedies Code, the department shall by rule encourage the responsible party for affected premises to follow the hierarchy of beneficial use of scrap food which, beginning with the most beneficial, is:

(1) feeding hungry people;
(2) feeding animals;
(3) providing for industrial uses; and
(4) composting.

Source: 1992 Code Section 12-3-142; Ord. 031204-14; Ord. 031211-11; Ord. 20101104-018; Ord. 20130425-007; Ord. No. 20140612-010, Pt. 5, 6-23-14; Ord. No. 20230921-004, Pt. 2, 10-2-23.

§ 15-6-93 - EDUCATION.

(A) The responsible party for an affected premises shall provide landfill diversion information and instructions in accordance with rules adopted by the director to:

(1) all tenants and employees of the premises annually;
(2) a new employee or tenant no later than the thirtieth day after the tenant occupies or the employee begins work at the premises; and

(3) all employees or tenants not later than the 30th day after a substantive change in the landfill diversion service offered at the premises.

(B) The responsible party shall provide landfill diversion information and instructions in accordance with rules adopted by the director to:

(1) each business, tenant, or organization located at the premises annually;
(2) a business, tenant, or organization newly located to the premises not later than the 30th day after any change in occupancy; and
(3) all occupancies at the premises not later than the 30th day after a change in the landfill diversion service offered.

(C) All information and documentation, including signage, required to be provided to persons or posted as public information under this article shall be written in English and Spanish and include universal symbols as adopted by the director.

(D) Each container designated or used for collection and disposal of materials to a state-recognized landfill shall be prominently marked "Landfill Trash" in English and Spanish and in compliance with the rules adopted by the director.

(E) Each container designated or used for collection or transport of recyclable or organic materials shall be affixed with a sign that includes:(1) the universal chasing arrows recycling symbol;(2) the type of materials accepted written in English and Spanish; and (3) the term "Recycling" or "Compostables" or "Organics", as appropriate.

Source: 1992 Code Section 12-3-143; Ord. 031204-14; Ord. 031211-11; Ord. 20101104-018; Ord. 20130425-007; Ord. No. 20140612-010, Pt. 6, 6-23-14; Ord. No. 20230921-004, Pt. 3, 10-2-23.

Division 3. - Reporting Requirements.

§ 15-6-101 - ANNUAL DIVERSION PLAN.

(A) The responsible party for an affected premises shall submit a recycling plan to the department by February 1 of each year starting with the year in which requirements of this article apply to the premises.

(B) The responsible party for an affected premises shall submit a recycling plan for a new business, building, or multi-family residential complex not later than the 30th day after receiving a certificate of occupancy or beginning operations or following any change that reduces recycling service, or the types of materials collected.

(C) A plan must:

(1) be on a form prescribed by the director;
(2) list the materials to be diverted;
(3) state the service capacities for landfill trash, recyclables, and organic materials;

(4) state the collection method and service providers for landfill trash, recyclables, and organic materials; and
(5) include information or documentation as required by the director to verify compliance with this article.

(D) The director may exempt a property from submitting a Recycling Plan if the property contracts with the City for solid waste and recycling services or if exempting the property is consistent with the City's Zero Waste Goal set out in Resolution No. 20090115-050 and the Department's Master Plan adopted in Resolution No. 20111215-047, as those resolutions may be amended from time to time.

Source: 1992 Code Section 12-3-161; Ord. 031204-14; Ord. 031211-11; Ord. 20101104-018; Ord. 20130425-007; Ord. No. 20140612-010, Pt. 7, 6-23-14.

§ 15-6-102 - RESERVED.

Editor's note— Ord. No. 20140612-010, Pt. 8, effective June 23, 2014, repealed § 15-6-102, which pertained to biannual quantity report. See the References to Ordinances for complete derivation.

§ 15-6-103 - NOTICE OF CONTRACT TERMINATION.

A person who provides recycling or organic diversion service under this article by contract with a recycling service provider shall notify the department in writing not later than the 30th day after the person terminates the contract.

Source: 1992 Code Section 12-3-163; Ord. 031204-14; Ord. 031211-11; Ord. 20130425-007; Ord. No. 20140612-010, Pt. 9, 6-23-14.

§ 15-6-104 - NOTICE OF CHANGE OF PROVIDER.

(A) The responsible party for an affected premises shall notify the department in writing if the person:

(1) discontinues self-hauling and contracts with a recycling or organic materials diversion service provider; or
(2) terminates a contract with a provider licensed under Article 3 (Private Solid Waste Collection Service).

(B) A responsible party shall submit the notice required by this section to the department in accordance with rules adopted by the director.

Source: 1992 Code Section 12-3-164; Ord. 031204-14; Ord. 031211-11; Ord. 20101104-018; Ord. 20130425-007; Ord. No. 20140612-010, Pt. 10, 6-23-14.

Division 4. - Registration Requirements.

§ 15-6-105 - REGISTRATION OF RECYCLING AND ORGANIC MATERIAL HAULERS AND RECYCLING PROVIDERS.

(A) A person who owns, operates, or provides a recycling and organic material hauler or recycling processor business or service located within the territorial jurisdiction of the City or to any premises

within the territorial jurisdiction of the City shall submit to the director in compliance with applicable rules adopted for such registration the following:

(1) physical address of operation;

(2) proof of insurance - annual commercial fleet policy;

(3) drivers' licenses for company drivers, including commercial drivers' licenses, if applicable;

(4) proof that the recycling hauler or recycling processor is using the correct vehicle to transport recyclable materials consistent with Section 15-6-42 (Vehicles and Equipment); and

(5) other documentation as specified in applicable rules for such registration adopted by the director.

(B) A person who owns, operates, or provides a recycling processor business agrees as a condition of such registration to submit to a random site inspection of their property or premises upon request by the director to ensure that the processor's operations are being conducted in compliance with all applicable City Codes and regulations relating to land development, health and safety, recycling, and nuisance abatement.

Source: Ord. 20101104-018; Ord. No. 20140612-010, Pt. 11, 6-23-14.

CITY OF AUSTIN
PRICE SHEET - Version 2
CENTRAL BUSINESS DISTRICT COLLECTION SERVICES

SOLICITATION NO. IFB 1500 RGW1030

Special Instructions: Offerors must use this Price Sheet to submit pricing.
Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be greater or lesser. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the Price Sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, insurance, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, toll charges, stop-fee, etc.) to deliver services or items to the Austin, Texas, area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor's response to the Price Sheet.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

CATEGORY 1 - TRASH COLLECTION SERVICES

LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED ANNUAL PRICE
1.1	Furnish & Service 3-YD Side-Load Refuse Container	7 Days Per Week	20	$740.00	$177,600.00
1.2	Furnish & Service 4-YD Side-Load Refuse Container	7 Days Per Week	155	$850.00	$1,581,000.00
				CATEGORY 1 TOTAL PRICE =	**$1,758,600.00**

CATEGORY 2 - SINGLE-STREAM RECYCLING COLLECTION SERVICES

LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED ANNUAL PRICE
2.1	Furnish & Service 3-YD Side-Load Single-Stream Container for Recycling	3 Days Per Week	10	$386.00	$46,320.00
2.2	Furnish & Service 3-YD Side-Load Single-Stream Container for Recycling	4 Days Per Week	10	$454.00	$54,480.00
2.3	Furnish & Service 3-YD Side-Load Single-Stream Container for Recycling	5 Days Per Week	10	$592.00	$71,040.00
2.4	Furnish & Service 3-YD Side-Load Single-Stream Container for Recycling	6 Days Per Week	10	$780.00	$93,600.00
2.5	Furnish & Service 3-YD Side-Load Single-Stream Container for Recycling	7 Days Per Week	10	$991.00	$118,920.00
2.6	Furnish & Service 4-YD Side-Load Single-Stream Container for Recycling	3 Days Per Week	135	$389.00	$630,180.00

2.7	Furnish & Service 4-YD Side-Load Single-Stream Container for Recycling	4 Days Per Week	135	$563.00	$912,060.00
2.8	Furnish & Service 4-YD Side-Load Single-Stream Container for Recycling	5 Days Per Week	135	$708.00	$1,146,960.00
2.9	Furnish & Service 4-YD Side-Load Single-Stream Container for Recycling	6 Days Per Week	135	$843.00	$1,365,660.00
2.10	Furnish & Service 4-YD Side-Load Single-Stream Container for Recycling	7 Days Per Week	135	$978.00	$1,584,360.00
				CATEGORY 2 TOTAL PRICE =	**$6,023,580.00**

CATEGORY 3 - ADDITIONAL TEMPORARY CONTAINER COLLECTION SERVICES (Section 5.7, Other Collection Services) - This need typically arises for events scheduled in the CBD area that increase patronage to CBD businesses. Collection Services Duration usually between 1 and 20 days, with an average event length of 15 days.

LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS PER EVENT	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED ANNUAL PRICE
3.1	Furnish & Service Extra 4-YD Side-Load Trash Containers in the Event-Impacted Area	15	35	4	$165.00	$346,500.00
3.2	Furnish & Service Extra 4-YD Side-Load Recycling Containers in the Event-Impacted Area	15	30	4	$150.00	$270,000.00
3.3	Furnish & Service Extra 4-YD Side-Load Compost Containers in the Event-Impacted Area	15	30	4	$170.00	$306,000.00
3.4	Furnish & Service Extra 3-YD Side-Load Compost Containers in the Event-Impacted Area	15	30	4	$160.00	$288,000.00
3.5	Furnish & Service Extra 2-YD Side-Load Compost Containers in the Event-Impacted Area	15	30	4	$130.00	$234,000.00
3.6	Furnish & Service extra 96-gallon Compost cart in the Event-Impacted Area	15	30	4	$70.00	$126,000.00

ADDITIONAL COLLECTIONS MADE WITHIN REGULAR SERVICE AREA

LINE ITEM	DESCRIPTION	ESTIMATED NO. OF COLLECTIONS PER CONTAINER PER EVENT	ESTIMATED NO. OF CONTAINERS NEEDING EXTRA	ESTIMATED NO. OF EVENTS PER YEAR	UNIT PRICE (PER COLLECTION)	EXTENDED ANNUAL PRICE
3.7	Extra Pickup for Existing 4-YD Side-Load Single-Stream Recycling Container in Event-Impacted Area	8	135	4	$100.00	$432,000.00
3.8	Extra Pickup for Existing 3-YD Side-Load Single-Stream Recycling Container in Event-Impacted Area	8	10	4	$90.00	$28,800.00
3.9	Extra Pickup for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	15	4	$170.00	$51,000.00

3.10	Extra Pickup for Existing 4-YD Organics/Composting Container in Event-Impacted Area	5	30	4	$170.00	$102,000.00
3.11	Extra Pickup for Existing 3-YD Organics/Composting Container in Event-Impacted Area	5	15	4	$150.00	$45,000.00
3.12	Extra Pickup for Existing 3-YD Organics/Composting Container in Event-Impacted Area	5	30	4	$150.00	$90,000.00
3.13	Extra Pickup for Existing 2-YD Organics/Composting Container in Event-Impacted Area	5	15	4	$150.00	$45,000.00
3.14	Extra Pickup for Existing 2-YD Organics/Composting Container in Event-Impacted Area	5	30	4	$150.00	$90,000.00
3.15	Extra Pickup for Existing 96 gallon Compostable Materials Cart	5	15	4	$70.00	$21,000.00
3.16	Extra Pickup for Existing 96 gallon Compostable Materials Cart	5	30	4	$70.00	$42,000.00
					CATEGORY 3 TOTAL PRICE =	**$2,517,300.00**

CATEGORY 4 - COMPOSTING/ORGANICS COLLECTION SERVICES - Collection frequency and container size will be finalized with the Contractor before the program starts. Pricing submitted below will be used by the City to determine how to proceed with the new CBD Organics program. Note that if the City increases the number of containers needed at any time resulting in the total number of containers of a particular size crossing a pricing threshold, the lower price will apply to all containers of that size, even those containers previously charged a higher rate.

LINE ITEM	DESCRIPTION	COLLECTION FREQUENCY	ESTIMATED NO. OF CONTAINERS	MONTHLY PRICE PER CONTAINER	EXTENDED ANNUAL PRICE
4.1	Furnish & Service 96 gallon Compostable Materials Cart	2 Days a Week	5	$135.00	$8,100.00
4.2	Furnish & Service 96 gallon Compostable Materials Cart	2 Days a Week	15	$135.00	$24,300.00
4.3	Furnish & Service 96 gallon Compostable Materials Cart	2 Days a Week	30	$135.00	$48,600.00
4.4	Furnish & Service 96 gallon Compostable Materials Cart	2 Days a Week	45	$135.00	$72,900.00
4.5	Furnish & Service 2-YD Side-Load Compostable Materials Container	2 Days a Week	5	$315.00	$18,900.00
4.6	Furnish & Service 2-YD Side-Load Compostable Materials Container	2 Days a Week	15	$315.00	$56,700.00
4.7	Furnish & Service 2-YD Side-Load Compostable Materials Container	2 Days a Week	30	$315.00	$113,400.00
4.8	Furnish & Service 2-YD Side-Load Compostable Materials Container	2 Days a Week	45	$315.00	$170,100.00
4.9	Furnish & Service 3-YD Side-Load Compostable Materials Container	2 Days a Week	5	$315.00	$18,900.00
4.10	Furnish & Service 3-YD Side-Load Compostable Materials Container	2 Days a Week	15	$315.00	$56,700.00
4.11	Furnish & Service 3-YD Side-Load Compostable Materials Container	2 Days a Week	30	$315.00	$113,400.00

4.12	Furnish & Service 3-YD Side-Load Compostable Materials Container	2 Days a Week	45	$315.00	$170,100.00
4.13	Furnish & Service 4-YD Side-Load Compostable Materials Container	2 Days a Week	5	$403.00	$24,180.00
4.14	Furnish & Service 4-YD Side-Load Compostable Materials Container	2 Days a Week	15	$403.00	$72,540.00
4.15	Furnish & Service 4-YD Side-Load Compostable Materials Container	2 Days a Week	30	$403.00	$145,080.00
4.16	Furnish & Service 4-YD Side-Load Compostable Materials Container	2 Days a Week	45	$403.00	$217,620.00
4.17	Furnish & Service 96 gallon Compostable Materials Cart	3 Days a Week	5	$349.00	$20,940.00
4.18	Furnish & Service 96 gallon Compostable Materials Cart	3 Days a Week	15	$349.00	$62,820.00
4.19	Furnish & Service 96 gallon Compostable Materials Cart	3 Days a Week	30	$349.00	$125,640.00
4.20	Furnish & Service 96 gallon Compostable Materials Cart	3 Days a Week	45	$349.00	$188,460.00
4.21	Furnish & Service 2-YD Side-Load Compostable Materials Container	3 Days a Week	5	$460.00	$27,600.00
4.22	Furnish & Service 2-YD Side-Load Compostable Materials Container	3 Days a Week	15	$460.00	$82,800.00
4.23	Furnish & Service 2-YD Side-Load Compostable Materials Container	3 Days a Week	30	$460.00	$165,600.00
4.24	Furnish & Service 2-YD Side-Load Compostable Materials Container	3 Days a Week	45	$460.00	$248,400.00
4.25	Furnish & Service 3-YD Side-Load Compostable Materials Container	3 Days a Week	5	$460.00	$27,600.00
4.26	Furnish & Service 3-YD Side-Load Compostable Materials Container	3 Days a Week	15	$460.00	$82,800.00
4.27	Furnish & Service 3-YD Side-Load Compostable Materials Container	3 Days a Week	30	$460.00	$165,600.00
4.28	Furnish & Service 3-YD Side-Load Compostable Materials Container	3 Days a Week	45	$460.00	$248,400.00
4.29	Furnish & Service 4-YD Side-Load Compostable Materials Container	3 Days a Week	5	$590.00	$35,400.00
4.30	Furnish & Service 4-YD Side-Load Compostable Materials Container	3 Days a Week	15	$590.00	$106,200.00
4.31	Furnish & Service 4-YD Side-Load Compostable Materials Container	3 Days a Week	30	$590.00	$212,400.00
4.32	Furnish & Service 4-YD Side-Load Compostable Materials Container	3 Days a Week	45	$590.00	$318,600.00
4.33	Furnish & Service 96 gallon Compostable Materials Cart	4 Days a Week	5	$585.00	$35,100.00
4.34	Furnish & Service 96 gallon Compostable Materials Cart	4 Days a Week	15	$585.00	$105,300.00
4.35	Furnish & Service 96 gallon Compostable Materials Cart	4 Days a Week	30	$585.00	$210,600.00
4.36	Furnish & Service 96 gallon Compostable Materials Cart	4 Days a Week	45	$585.00	$315,900.00
4.37	Furnish & Service 2-YD Side-Load Compostable Materials Container	4 Days a Week	5	$605.00	$36,300.00
4.38	Furnish & Service 2-YD Side-Load Compostable Materials Container	4 Days a Week	15	$605.00	$108,900.00

4.39	Furnish & Service 2-YD Side-Load Compostable Materials Container	4 Days a Week	30	$605.00	$217,800.00
4.40	Furnish & Service 2-YD Side-Load Compostable Materials Container	4 Days a Week	45	$605.00	$326,700.00
4.41	Furnish & Service 3-YD Side-Load Compostable Materials Container	4 Days a Week	5	$605.00	$36,300.00
4.42	Furnish & Service 3-YD Side-Load Compostable Materials Container	4 Days a Week	15	$605.00	$108,900.00
4.43	Furnish & Service 3-YD Side-Load Compostable Materials Container	4 Days a Week	30	$605.00	$217,800.00
4.44	Furnish & Service 3-YD Side-Load Compostable Materials Container	4 Days a Week	45	$605.00	$326,700.00
4.45	Furnish & Service 4-YD Side-Load Compostable Materials Container	4 Days a Week	5	$778.00	$46,680.00
4.46	Furnish & Service 4-YD Side-Load Compostable Materials Container	4 Days a Week	15	$778.00	$140,040.00
4.47	Furnish & Service 4-YD Side-Load Compostable Materials Container	4 Days a Week	30	$778.00	$280,080.00
4.48	Furnish & Service 4-YD Side-Load Compostable Materials Container	4 Days a Week	45	$778.00	$420,120.00
4.49	Furnish & Service 96 gallon Compostable Materials Cart	5 Days a Week	5	$699.00	$41,940.00
4.50	Furnish & Service 96 gallon Compostable Materials Cart	5 Days a Week	15	$699.00	$125,820.00
4.51	Furnish & Service 96 gallon Compostable Materials Cart	5 Days a Week	30	$699.00	$251,640.00
4.52	Furnish & Service 96 gallon Compostable Materials Cart	5 Days a Week	45	$699.00	$377,460.00
4.53	Furnish & Service 2-YD Side-Load Compostable Materials Container	5 Days a Week	5	$750.00	$45,000.00
4.54	Furnish & Service 2-YD Side-Load Compostable Materials Container	5 Days a Week	15	$750.00	$135,000.00
4.55	Furnish & Service 2-YD Side-Load Compostable Materials Container	5 Days a Week	30	$750.00	$270,000.00
4.56	Furnish & Service 2-YD Side-Load Compostable Materials Container	5 Days a Week	45	$750.00	$405,000.00
4.57	Furnish & Service 3-YD Side-Load Compostable Materials Container	5 Days a Week	5	$750.00	$45,000.00
4.58	Furnish & Service 3-YD Side-Load Compostable Materials Container	5 Days a Week	15	$750.00	$135,000.00
4.59	Furnish & Service 3-YD Side-Load Compostable Materials Container	5 Days a Week	30	$750.00	$270,000.00
4.60	Furnish & Service 3-YD Side-Load Compostable Materials Container	5 Days a Week	45	$750.00	$405,000.00
4.61	Furnish & Service 4-YD Side-Load Compostable Materials Container	5 Days a Week	5	$966.00	$57,960.00
4.62	Furnish & Service 4-YD Side-Load Compostable Materials Container	5 Days a Week	15	$966.00	$173,880.00
4.63	Furnish & Service 4-YD Side-Load Compostable Materials Container	5 Days a Week	30	$966.00	$347,760.00
4.64	Furnish & Service 4-YD Side-Load Compostable Materials Container	5 Days a Week	45	$966.00	$521,640.00
				CATEGORY 4 TOTAL PRICE =	**$9,992,100.00**

CATEGORY 5 - WASTE COMPOSITION AND CONTAMINATION AUDITS (PER CITY REQUEST)

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
5.1	Per Scope of Work Item 6.3.3, Waste Composition and Contamination Audits	1	$2,848.00	$2,848.00
			CATEGORY 5 TOTAL PRICE =	$2,848.00

CATEGORY 6 - COMPACTORS

LINE ITEM	DESCRIPTION	FREQUENCY	ESTIMATED NO. OF COMPACTORS	MONTHLY PRICE PER COMPACTOR	EXTENDED PRICE
6.1	Vert-I-Pack 3yd Vertical Compactor	Yearly Lease	1	$515.00	$6,180.00
6.2	3-yard Container with Casters	3 Days a Week	5	$611.00	$7,332.00
6.3	3-yard Container with Casters	5 Days a Week	5	$1,002.00	$12,024.00
6.4	3-yard Container with Casters	6 Days a Week	5	$1,198.00	$14,376.00
6.5	3-yard Container with Casters	7 Days a Week	5	$2,592.00	$31,104.00
				CATEGORY 6 TOTAL PRICE =	**$71,016.00**

CATEGORY 7 - ADDITIONAL INFORMATION (FOR INFORMATIONAL PURPOSES ONLY)

LIST FACILITIES TO BE USED

Per Scope of Work Item Section 5.12.2 Confirmation of Facilities Used, provide the name and address of the facilities (recycling facilities, landfills, and compost) that will be used under this contract. A separate worksheet may be provided outlining these items in more detail, if applicable.

LINE ITEM	NAME OF FACILITY	ADDRESS	TYPES OF MATERIALS	Provide Permit with Bid
7.1	Landfill Trash Facility	3016 FM 1327 Creedmoor, TX 78610	MSW	☑
7.2	Material Recycling Facility	3606 - C FM 1327 Creedmoor, TX 78610	Single Stream Recycle	☑
7.3	Compostable Materials Processing Facility	3016 FM 1327 Creedmoor, TX 78610	Compostable Materials	☑
7.4	C&D Debris Facility	3016 FM 1327 Creedmoor, TX 78610	Construction and Demolition Materials	☑
7.5				☐

		Yes or No
7.6	Per Scope of Work Item 4.2.2, has your firm been involved with any pending or resolved litigation, involving any governmental entity within the state of Texas over the past five (5) years. If answered yes, the City reserves the right to request documentation regarding such litigation.	Yes

COMPANY NAME:	Texas Disposal Systems, Inc.
EMAIL ADDRESS:	squimby@texasdisposal.com

CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS
SOLICITATION NO.: IFB 7800 BRS1038

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1 GENERAL

1.1 TERM OF CONTRACT:

A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

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

1.3 INVOICES:

A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.

B. Invoices shall be sent to the address on the Purchase Order of Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.

C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.

D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup**.

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

1.4 PAYMENT:

A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §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 10 calendar days after the grounds for withholding payment have been resolved.
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
   i. Delivery of defective or non-conforming Deliverables by the Contractor;
   ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
   iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
   iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
   v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
   vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
   vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.
G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under

the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

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

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

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

1.7 AUDITS AND RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance, including security audits, under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.

B. Records Retention:
   i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
   ii. The Contractor shall retain all records for a period of three 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.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 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. If 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.

1.10 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.

1.11 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, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.15 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.

1.16 DELAYS:

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 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 Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:
   (1) "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
   (2) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
   (3) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
      i. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
      ii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
      iii. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;

iv. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR

v. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

C. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:

i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS REASONABLE COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND

ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.

D. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.

E. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 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 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. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Parties may be granted access to certain of the other Party's or Licensor's Confidential Information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Party or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing Party and its licensors. The receiving Party (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential

Information without prior written consent of disclosing Party, 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 a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the receiving Party agrees to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective Order. The receiving Party agrees to use protective measures no less stringent than the receiving Party uses in its business to protect its own most valuable information. In all circumstances, the receiving Party's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

A. The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit disclosing Party reasonable time to seek an appropriate protective order.
B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
C. No expiration or termination of the Contract shall affect either Party's rights or obligations with respect to Confidential Information.
D. The Parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
E. The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. 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.
B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
   i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
   ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
   iii. On completion of the Contract, either:
      (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or

(2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.

C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.22 PUBLICATIONS:

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

1.23 ADVERTISING:

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

1.24 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.

1.25 GRATUTIES:

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

1.26 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.

1.27 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.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure 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.

1.29 WAIVER:

The claim or right arising out of a breach of the Contract cannot 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.

1.30 MODIFICATIONS:

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

1.31 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.

1.32 DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 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 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 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 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 consider 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 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 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.

1.33 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, 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.

1.34 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.

1.35 HOLIDAYS:

Dates for the holidays observed by the City can be found here
https://www.austintexas.gov/department/official-city-holidays

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.

1.36 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.

1.37 COOPERATIVE CONTRACT:

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, 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 of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.

B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 EQUAL OPPORTUNITY:

A. **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 Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.

B. **Non-Retaliation**: The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

C. **Americans with Disabilities Act (ADA) Compliance**: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.39 NON-SPECIFIED ITEMS:

The City may purchase additional related items that are available from the Contractor. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost, percentage discount of list price or as otherwise identified in the Price Sheet under the Other Parts and MaterialsSection. The percentage markup or discount shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent Contract extension options. The City may request additional information from the Contractor to substantiate the percentage markup or discount prior to placing an order.

1.40 ECONOMIC PRICE ADJUSTMENT:

A. **Price Adjustments**: Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the Solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the Contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date**: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of Contract award and remain in effect until Contract expiration unless changed by subsequent amendment.

C. **Adjustments**: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time

unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes**: In most cases an index from the Bureau of Labor Standards will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

(1) **Base Period**: Month and year of the original Contracted price (the Solicitation close date).

(2) **Base Price**: Initial price quoted, proposed and/or Contracted per unit of measure.

(3) **Adjusted Price**: Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

(4) **Change Factor**: The multiplier utilized to adjust the Base Price to the Adjusted Price.

(5) **Weight %**: The percent of the Base Price subject to adjustment based on an index change.

a. **Adjustment-Request Review**: Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

i. Utilize final Compilation data instead of Preliminary data

ii. If the referenced index is no longer available shift up to the next higher category index.

iii. Index Identification: Complete.

Weight % or $ of Base Price: 100%	
Database Name: Price Producer Index	
Series ID: WPU55110101	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: PPI commodity data for Repair and maintenance services (partial)-commercial machinery repair and maintenance	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Labor	

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

Single Index: Adjust the Base Price by the same factor calculated for the index change.

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

1.41 INSURANCE:

A **GENERAL INSURANCE REQUIREMENTS**:

i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

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

v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.

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

vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance 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.

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

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

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

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than $499,999 shall be disclosed on the Certificate of Insurance.

xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.

xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. **Specific Insurance Coverage Requirements**: The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.

i. **Worker's Compensation and Employers' Liability Insurance**: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
   a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
   b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.

ii. **Commercial General Liability Insurance**: Coverage with minimum bodily injury and property damage per occurrence limits of $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
   a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
   b. Independent Contractors coverage (Contractor/Subcontracted work);
   c. Products/Completed Operations Liability for the duration of the warranty period;
   d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
   a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
   b. 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**: Coverage f or all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
   a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
   b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
   c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage**.**

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

C. **Endorsements**: The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

2 SERVICES

2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

2.2 WORKFORCE:

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
   i. Illegally use or possess a firearm, except as required by the terms of the Contract; or
   ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally 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.

2.3 GUARANTEE – 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 following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from Final Acceptance Date. The maintenance period shall not begin until after the Final Acceptance Date and no associated maintenance fees will be charged until commencement of the maintenance period. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty

within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

2.4 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 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.

2.5 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.

2.6 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

A. Access to the Fleet Mobility Services facilities by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Fleet Mobility Services facilities at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.

B. 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 10 days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the Fleet Mobility Services facilities building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only

persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

3 DEFINITIONS

1. **"Affiliate" –** including but not limited to, (i) Contractor's parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Contractor as they may change from time to time and (ii) Users, as they may change from time to time.
2. **"Amendment**" **–** a written document executed by both Parties that modifies the terms of this Contract, including referenced attachments.
3. **"Authorized Persons" –** the Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract.
4. **"Change Order Request" –** the written document provided by the City to Contractor requesting changes to Contractor's obligations under this Contract.
5. **"Change Order Response" –** the written document provided to the City by Contractor in response to City's Change Order Request.
6. **"City Confidential Information" –** (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential Information, (d) Personal Identifying Information, (e) Restricted Data , and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.
7. **"City Data" –** data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person.
8. **"City Identified Contact" –** the person or persons designated in writing by the City to receive security incident notifications.

9. **"City" –** the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.
10. **"Cloud Service" –** any Service made available to Users via the Internet from a provider's servers as opposed to being provided from the City's own on-premises servers. In this instance, it would mean such Services provided by the Contractor.
11. **"Confidential Information" –** all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; "**City Confidential Information"** is a subsets of Confidential Information.
12. **"Contract" –** the final general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor and any attachments and appendices attached thereto.
13. **"Contract Price" –** the total amount to be paid to Contractor under any Purchase Order as it may be adjusted or changed in accordance with the terms of the final Contract.
14. **"Contractor" –** the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
15. **"Contractor Information" –** all techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractors in connection with the Services provided to City.
16. **"Contractor Software" –** software that was developed or licensed to Contractor independent of this Contract and which Contractor utilizes to provide the Subscription Services or the Non-subscription Services.
17. **"Data Breach" –** the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City's or City's customers' unencrypted Personally Identifiable Information or City Confidential Information.
18. "**Documentation" –** the documentation created by the Contractor for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Contractor shall make no claim to such Deliverables.
19. **"Facility" –** the City designated facility or location set forth in the Purchase Order where Services are to be performed by Contractor or Supplier or software installed.
20. **"FACTA" –** the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x**.**

21. **"Final Acceptance Date" –** the date upon which the City confirms that all Services and Work Products have been completed and tested and function in accordance with the terms of the Contract.
22. **"IaaS Subscription Schedule" –** the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the IaaS services.
23. **"Infrastructure-as-a-Service"** (IaaS) **–** the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).
24. **"Non-Public Data" –** data typically considered internal and used for city business or mission needs. All information is considered Non-Public unless otherwise classified or explicitly defined through the Information Governance Program or official policy or procedural documents.
25. **"Public Data"** means data typically created for public release or released to the public through management decision and/or a public information request.
26. **"Restricted Data"** means data typically exempt from public disclosure requirements under the provisions of applicable state or federal law. Examples of restricted information are regulated and confidential data.
27. **"Non-Subscription Services" –** the Services provided to City by Contractor under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Contractor under this Contract, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other Services it provides.
28. **"PaaS Subscription Schedule" –** the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the PaaS services.
29. "**Party**" or "**Parties**" **–** the City and Contractor, individually or together, as applicable.
30. **"Personally Identifiable Information" –** information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes, but is not limited to, personal information and/or personal data. Some forms of PII are considered Restricted Data and require additional protection, including, but not limited to, Sensitive Personal Information (SPI), Sensitive and/or Protected PII, and Protected Health Information (PHI).
31. **"Platform-as-a-Service"** (PaaS) **–** the capability provided to the City to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by

the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

32. "**Purchase Order**" **–** the general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor under this Contract and any attachments and appendices attached thereto.

33. **"SaaS Software Application"** and **"SaaS Software" –** the computer software listed on a SaaS Subscription Schedule to which Contractor has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Contractor develops or deploys during the term of this Contract, together with all documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

34. **"SaaS Subscription Schedule" –** the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the SaaS Software Application.

35. **"Security Incident" –** any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or violation or imminent threat of violation of industry standard security practices.

36. **"Service Level Agreement" (SLA) –** a written agreement between both the City and the Contractor that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

37. **"Service Levels" –** the performance specifications for work performed by the Contractor under a SaaS Subscription Schedule or Statement of Work.

38. **"Services" –** work, direction of work, installation services, technical information, technical consulting, software programming and development, software maintenance and support services, or other professional and technical services furnished by Contractor as described in detail in the final Contract.

39. **"Software**" **–** the computer programs in source code, object code or binary form or in any other form, including any related or included computer programs, whether owned by Licensor or licensed to Licensor

by a third party which has authorized Licensor to sublicense such computer programs, and including any documentation or related materials concerning the application, use, training of users, theory of operation, maintenance or any other aspect of the Software.

40. **"Software-as-a-Service" (SaaS) –** the Services provided to the City to use the Contractor's offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
41. "**Specifications**" **–** those technical specifications attached to the Contract and to which the Services and Work Products supplied by Contractor must conform.
42. **"Statement/Scope of Work" –** a written statement of Deliverables including Services and, ultimately, the Contract, which describes the City's Service needs and expectations.
43. **"Subscription Services" –** City's access to and use of and Contractor's provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.
44. **"Third Party" –** any natural person or legal entity other than Contractor and City.
45. **"Transition Date" –** the date upon which it is established to City's satisfaction that the SaaS Software Application is stable enough to support City's production processing.
46. **"User Information" –** all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.
47. **"User" –** City's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.
48. **"Work Product" –** all deliverables and other materials, products or modifications developed or prepared for City by Contractor under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Contractor under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Contractor's Software.

CITY OF AUSTIN
SCOPE OF WORK
MAINTENANCE & REPAIR SERVICES FOR AUTOMOTIVE PARTS WASHERS
SOLICITATION NO.: IFB 7800 BRS1038

1. PURPOSE

The City of Austin ("City") seeks to establish a sixty (60) month contract with a qualified Contractor to provide maintenance, repair services and parts for City-Owned Dyna-Brute Parts Washers on an as-needed basis. The intent of this contract is to provide non-warranty repair services; however, the Contractor shall be authorized by the manufacturer to provide warranty repair services.

The Contract will be utilized by the City's Fleet Mobility Services Department. The City reserves the right to allow other City Departments to utilize the Contract.

Any requirements or services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

2. DEFINITIONS

2.1 Delayed delivery of services: The Contractor fails to provide the monthly service within thirty (30) days after the date of the prior month's service.

2.2 Delayed response: The Contractor does not respond to requests for services within two (2) hours after receipt of order.

2.3 Freeboard: The distance from the top of the solvent level to the top edge of the parts washing tank.

2.4 Full Service: The draining, cleaning, and refilling of a machine.

2.5 Preventive Maintenance: Monthly maintenance including inspection, labor, replenishing solvent, and replacing filters of individual washers and any other items or services necessary.

2.6 Repair: To return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operation or usable condition or state.

2.7 Service Center: Any City facility where vehicles and equipment are repaired or serviced.

2.8 TCEQ: Texas Commission on Environmental Quality, which is the environmental Agency for the state of Texas. TCEQ website is located at www.tceq.state.tx.us/.

2.9 Working Days: Monday through Friday, 8 AM – 5 PM, excluding City holidays.

3. CONTRACTOR QUALIFICATIONS

The Contractor shall:

3.1 Have a minimum of three (3) consecutive years of experience providing parts and repair services for parts washers within the last five (5) years to municipalities or organizations similar in size and scope to the City.

3.2 Have a business facility equipped with all parts, cleaning solvent, and EPA authorized supplies necessary for providing automotive parts-washer maintenance and repair services.

3.3 Have a minimum of two (2) service technicians, qualified to work on the specified equipment. The Contractor shall submit proof of technician experience, certifications, training, within five (5) working days of request by the City.

3.4 Transport all cleaning solvents at the time of service and remove all unused solvents at the completion of service from each location. The City will not accept shipment of, or store on City property, any solvents for the Contractor.

3.5 Conform to accepted industry standards for providing automotive parts-washer maintenance and repair service and meet all federal, state and local safety regulations. Moreover, the Contractor shall comply with all environmental laws (see Section 2.5 Compliance with Health, Safety, and Environmental Regulations in the Terms and Conditions)

3.6 The Contractor must use a vehicle classified to transport hazardous material and other EPA-authorized supplies needed to provide automotive parts washer maintenance and repair services.

4. CONTRACTOR'S RESPONSIBILITIES

4.1 General

The Contractor shall:

4.1.1 Provide a single point of contact and relevant contact information (name, phone number, email, etc.) for receiving orders from the City within five (5) working days of request by the City, or at a time mutually agreed to between the Contractor and the Contract Manager or their designee.

4.1.1.1 An authorized City representative will contact the Contractor by e-mail, or telephone to place an order for parts or request repair services.

4.1.2 Be responsible for all damage to City equipment, or property by the Contractor's representative actions.

4.1.2.1 If damage occurs, Contractor shall notify the Contract Manager or their designee immediately.

4.1.2.2 The Contractor shall repair any damage to the satisfaction of the City, at no cost to the City. The City may however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

4.1.3 Notify the Contract Manager or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding all City purchased parts within two (2) weeks of publication.

4.1.4 Provide a report for a City department of all parts or repair services performed for a specified timeframe (monthly, yearly, etc.) within five (5) working days upon request by an authorized City representative of the department, or at a time mutually agreed to between the Contractor and the authorized City representative. The report shall be in a sortable electronic or other City-approved format.

4.1.4.1 For repair services, the report shall itemize the repair date, requesting Service Center, type of repair, price for labor (including hours and rates), description and price for parts, total price of repair, and the repaired equipment identification number (unit number).

4.1.4.2 For parts, the report shall itemize parts by date purchased, invoice number, part number, part description, price per part, requesting Service Center, and the total dollar amount for all parts purchased.

4.1.5 Visit each Service Center location where parts washer machines are located at least monthly. The purpose of the visit is to perform preventative maintenance on the machines. This monthly schedule shall be mutually agreed upon by the City and the Contractor.

4.1.5.1 At the time of the first preventive maintenance service call on each machine, the Contractor shall verify and affix a standard maintenance/ service label on the machine in the spot designated for such label. At the time of each service, the Contractor shall fill-in the information required as indicated on the label.

4.1.5.2 Preventive maintenance services shall include at a minimum, inspection of the machines for needed repairs, filter replacement, solvent replenishment, and a full cleaning of the parts washer at each Service Center location.

4.1.5.3 The Contractor shall have sufficient supply of cleaning-solvent to replenish the solvent in each tank. The Contractor shall replenish the solvent for each tank up to the freeboard line and shall record the amount of solvent used to replenish the tank on Exhibit B – Parts Washer Solvent Tank Data Sheet.

4.1.6 During inspection of the machine, determine if the machine needs any repairs or parts replaced. Also, during the monthly inspection, the Contractor shall determine if the machine needs full service. Prior to making any repairs, replacing any parts, or performing a full service, the Contractor shall provide a written estimate to the authorized City representative for approval. The written price estimate shall include:

4.1.6.1. Date of Inspection
4.1.6.2. Description of the repair needed
4.1.6.3. Estimated labor hours and price
4.1.6.4. Description and price of parts
4.1.6.5. Total price to complete repair service.
4.1.6.6. Total amount of time to complete repairs
4.1.6.7. Parts Washer Identification number

4.1.7 Check in with the authorized City representative upon arrival at the facility. When checking in, the Contractor shall explain if the visit is for Preventive Maintenance or Repair Services and shall indicate whether the Contractor has received a purchase order or purchase order number to authorize the visit.

4.2 **Repair Services**

The Contractor shall:

4.2.1 Provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the specified repairs according to the manufacturer's recommended repair techniques and standards under the Contract.

4.2.2 Perform all repair services on the premises.

4.2.3 Provide a written estimate to the requesting authorized City representative within two (2) working days of the equipment inspection, or at a time mutually agreed to between the Contractor and authorized City representative. The written price estimate shall include:

4.2.3.1 The equipment identification number (unit number, or serial number)
4.2.3.2 Description of the cause of failure
4.2.3.3 Description of the correction or repair needed to fix the failure
4.2.3.4 The estimated labor hours and projected price based on labor rate offered
4.2.3.5 Description of the parts needed to make the repair and associated price

4.2.3.6 The total price to complete the repair services
4.2.3.7 The expected amount of time needed for the Contractor to complete the repair

4.2.4 Not proceed with repairs until after receiving written authorization (e.g., email) and a unique delivery order from an authorized City representative based on the written estimate provided by the Contractor. The Contractor shall not proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.

4.2.5 Notify the requesting authorized City representative of any hidden damage discovered that increases the original estimate provided to the City. The Contractor shall submit a new estimate that identifies any additional cost, material, and time added based on the hidden damage to the requesting authorized City representative for written approval and an updated delivery order before proceeding with the repairs.

4.2.6 Complete the repair within the timeframe specified in the estimate. If the Contractor cannot complete the repair within the estimated timeframe, the Contractor shall request an extension in writing (e.g., email) that includes the reason for the extension and the date repairs will be completed to the requesting City representative. The requesting City representative will provide the Contractor with a written (e.g., email) approval or denial of the extension request.

4.2.7 Expect the City may inspect and/or test the /equipment within two (2) working days of receipt of the repaired equipment to ensure the repair was completed in a satisfactory manner.

4.2.7.1 If the City detects deficiencies in the repair, the City will reject the receipt of the equipment and the Contractor shall correct the deficiencies on the repair at its own expense, which shall include picking up and returning the equipment if applicable.

4.2.7.2 The City reserves the right to conduct any tests or inspections deemed necessary to confirm repairs and parts conform to the /equipment manufacturer's specifications. The inspections completed by the City will not relieve the Contractor of its obligation to ensure all repairs, articles, materials, and parts are consistent with the equipment manufacturer's specifications and are fit for their intended use.

4.2.8 Be responsible for the risk of loss or damage to all equipment and parts in the care, custody, and control of the Contractor until accepted by an authorized City representative.

4.2.9 Provide any parts removed in the repair of the equipment for verification purposes upon request by an authorized City representative.

4.2.10 Provide a twelve (12) month labor warranty for all repair services. The Contractor shall provide a copy of the labor warranty to the requesting authorized City representative with each delivery, or within five (5) working days of request by an authorized City representative.

4.2.11 Not charge the City additional fees for repair services performed during the Contractor's off-shift hours.

5. CITY REQUIREMENTS

The City will:

5.1 Provide the Contractor with name(s) of personnel authorized to order parts or repair services within one (1) month of Contract effective date.

6. SPECIFIC INVOICE REQUIREMENTS

The City's preference is to have invoices emailed to the ordering Service Center location as identified in the Fleet Delivery Locations Contacts. Statements should be mailed to the below address:

	City of Austin
Department	Fleet Mobility Services
Attn:	Accounts Payable
Address	6800 Burleson Rd., Bldg. 312, Ste 165A
City, State, Zip Code	Austin, Texas 78744

For questions regarding your invoice/payment please contact the City Contract Manager.

7. **Designation of Key Personnel**

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. If 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 shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name/ Title	Phone Number	Email Address
City Contract Manager, Contract Management Specialist	Steve Orwick	(512) 978-1522	Lydell.Samples@austintexas.gov
City Contract Administrator, Procurement Specialist III	Bridney Stewart	(512) 974-3127	Bridney.Stewart@austintexas.gov
Contractor's Key Personnel	TBD	TBD	TBD

CITY OF AUSTIN

PRICE SHEET

MAINTENANCE & REPAIR SERVICES FOR AUTOMOTIVE PARTS WASHERS

Solicitation No.: IFB 7800 BRS1038

Special Instructions: Offerors must use this Price Submittal to submit pricing. Be advised that altering the Price Submittal or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities or items listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

Offerors must provide pricing in all Categories in order to be considered for award.

CATEGORY 1 - REPAIR SERVICES

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.1	LABOR RATE PER HOUR FOR REPAIR SERVICES (Normal business hours)	52	HOUR	$35.00	$1,820.00
1.2	FLAT FEE FOR PREVENTIVE MAINTENANCE EQUIPMENT DYNA BRUTE MODEL #964101	19	Unit	$179.00	$3,401.00

CATEGORY 2 - PARTS ASSOCIATED WITH REPAIRS

The City intends to purchase **Dyna-Brute** parts associated with the repairs performed by the Contractor. The invoice prices for these parts shall be based off a discount applied to the **Dyna-Brute** Suggested Retail Price (MSRP) Parts List. The percentage discount applied to the **Dyna-Brute** MSRP Parts List shall be the discount offered throughout the term of the contract including any subsequent extension periods, and is not subject to change. The percentage discount given should take into consideration all costs (administrative, overhead, shipping charges, etc.) to supply the parts for repair services. These costs shall be factored into the discount to the MSRP Parts List percentage and shall not be paid separately.

The City anticipates an annual spend of approximately $15,000.00 for these parts associated with Contractor repairs.

LINE ITEM	DESCRIPTION	LATEST EFFECTIVE DATE OF PRICE LIST	ESTIMATED ANNUAL SPEND	PERCENT DISCOUNT OFFERED ON MSRP	EXTENDED PRICE
2.1	**Dyna-Brute** Suggested Retail Price (MSRP) Parts List		$15,000.00		

CATEGORY 3 - OTHER PARTS AND MATERIALS

The City requires the Offeror to provide additional products related to this contract, such as solutions and other materials. In order to be paid for those additional products, provide manufacturers name or price list name and catalog number for the additional products you can provide the City. The invoice prices for these materials shall be based off a percentage discount off of a price list or percentage markup applied to the Contractor's materials costs. The percentage discount or percentage markup applied shall be the percentage discount or percentage markup offered throughout the term of the contract including any subsequent extension periods, and is not subject to change. The percentage discount or percentage markup given should take into consideration all costs (administrative, overhead, shipping charges, etc.) to deliver the itemss to the City. These costs shall be factored into the percentage discount or markup percentage and shall not be paid separately.

Please include additional pages if necessary.

LINE ITEM	PRICE LIST NAME OR MANUFACTURER NAME / CATALOG NUMBER	LATEST EFFECTIVE DATE OF PRICE LIST	% DISCOUNT OFF OF PRICE LIST OR % MARKUP TO COSTS
3.1			_____ % Discount or _____ % Markup
3.2			_____ % Discount or _____ % Markup
3.3			_____ % Discount or _____ % Markup
3.4			_____ % Discount or _____ % Markup
3.5			_____ % Discount or _____ % Markup

CATEGORY 4 - DELIVERY CHARGE FOR CODE RED ITEMS ONLY

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	PRICE
4.1	"CODE RED" SHIPPING CHARGES	5	EA	AT COST (NO ADDITIONAL MARKUP)

TOTAL EXTENDED PRICE FOR ALL CATEGORIES	**$5,221.00**

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: COMMON CARRIER (FedEx, UPS) _____ VENDOR STAFF _____

COMPANY NAME: _____

EMAIL ADDRESS: _____