



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

SOLICITATION NO: 1500 SLW0515

COMMODITY/SERVICE DESCRIPTION: Central Business District Organics Pilot

DATE ISSUED: June 20, 2016

REQUISITION NO.: 16051900467

PRE-PROPOSAL CONFERENCE TIME AND DATE: Monday, June 27, 2016 at 9:00 AM

COMMODITY CODE: 98859

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

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

PROPOSAL DUE PRIOR TO: Thursday, July 14, 2016 at 2:00 PM

Sandy Wirtanen
Senior Buyer

PROPOSAL CLOSING TIME AND DATE: Thursday, July 14, 2016 at 2:00 PM

Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

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

Marian Moore
Buyer II

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

Phone: (512) 974-42062
E-Mail: marian.moore@austintexas.gov

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SLW0515	Purchasing Office-Response Enclosed for Solicitation # SLW0515
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	8
0600A	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0600B	BID SHEET	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

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

INTERESTED PARTIES DISCLOSURE

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than one week prior to solicitation due date. Requests can be emailed to sandy.wirtanen@austintexas.gov.

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

Alternate Offers will be considered.

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

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

i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

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

iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

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

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

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Form WC420304, or equivalent coverage

(b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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

(1) The policy shall contain the following provisions:

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

(b) Contractor/Subcontracted Work.

(c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to two additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **PRE-AWARD:** Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their proposal price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
6. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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

- A. The Contractor(s) shall submit a monthly invoice/statement by email by the 10th day of each month to the Contract Manager which details the contracted charges billed under the contract for the previous calendar month.
- B. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

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

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

8. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City

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may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

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

10. **ECONOMIC PRICE ADJUSTMENT:**

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

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data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor’s direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:**

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

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

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

- F. 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.

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11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Teresa Chapman

Teresa.chapman@austintexas.gov

512-974-3037

**CITY OF AUSTIN
SCOPE OF WORK FOR
ORGANICS/COMPOST PILOT PROGRAM FOR DOWNTOWN CENTRAL BUSINESS DISTRICT,
CITY HALL, AND OTHER DOWNTOWN BUSINESSES
SOLICITATION NUMBER: RFP 1500 SLW0515**

1. Introduction

The City of Austin, hereafter referenced "City," seeks offers in response to this solicitation, from Contractors qualified and experienced in the transporting, collection and processing of organic materials for composting. This solicitation is to secure services for an Organics/Compost Pilot Program in a localized area of the Central Business District "CBD", City Hall, and potentially other downtown businesses. The Organics/Compost Pilot Program area may be expanded to include other businesses in the greater downtown area; therefore, Contractor(s) must support they have the capacity to ensure additional services if more businesses are incorporated into the Organics/Compost Pilot program.

The City is conducting the Organics/Compost Pilot program to establish metrics for the potential of implementation of the services downtown, to evaluate feasibility, time, costs, and adverse effects and to predict and improve upon the program in an effort to design a full-scale program within the downtown area. The Organics/Compost Pilot is also to evaluate staffing and routing requirements in order to fully implement the program in the future.

The City reserves the right to award the contract to one or more Contractors, based upon individual business needs, diversion methods, organics processing and contamination removal methods, fees, location, overall best interest of The City, and the goals of the program. The City will select Contractor(s) based on their level of experience, qualifications, diversion methods/rates, organics processing and contamination removal methods utilized, facility, location, fees, and in the overall best interest of the City.

The Contractor(s) shall initially implement the Organics/Compost Pilot Program in the area illustrated in "Attachment A" and City Hall, located at 301 West 2nd Street, Austin, Texas. The pilot area may be expanded during the contract term, at the sole discretion of the City.

2. Background

The City currently has a curbside residential pilot organics program in place and seeks to test the impact of organics collections on downtown businesses in order to determine effective way to continue to achieve the City of Austin's Zero Waste Goals and reduce reusable materials from being sent to the landfill. This organics/compost pilot program will assist the City in determining effective methods to establish the incorporation of business wide organics collection services within the central business district and other areas.

3. Specifications/Scope of Work Requirements

3.1 Facility - Contractor(s) shall furnish a facility sufficient to handle the volumes of organics materials that will be collected and transported to its facility, as well as those anticipated as the program expands. Contractor(s) shall provide all skills, manpower, equipment, supplies, utility services, vehicles, transportation and all resources necessary to successfully collect, transport, screen and sort, process, and report of all collected compostable materials per the specifications herein. Facility/location must be fully licensed, permitted and in compliance with all required Federal, State, County, and City regulations.

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

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

- 3.2.1 Animal meats and parts – including but not limited to: deli meats, sandwiches, raw and cooked meats, (beef, poultry, pork, deer, bison, seafood, and other), meat trimmings and renderings;
 - 3.2.2 Vegetable and fruit materials;
 - 3.2.3 Animal, vegetable and fruit, fats, oils and greases;
 - 3.2.4 Soiled paper products including, but not limited to soiled paper, soiled food products, soiled paper cups, soiled paper plate, paper towels, paper, non-foam egg cartons, napkins, tissue papers, cardboard cereal and food boxes, empty and/or used pizza boxes, empty and/or used paper food containers, wet and waxed cardboard, waxed paper, BPI certified compostable plastic bags (plastic bag subject to Contractor's approval);
 - 3.2.5 Yard waste and leaves including, but not limited to grass, lawn and garden clippings, small trees/bushes and branches, pinecones, shrub/bush trimmings, brush, yard/garden paper and cardboard products, flowers, plants, and soil.
 - 3.2.6 All food waste including but not limited to all food scraps, nuts and shells, corn cobs, coffee and tea bags/grounds/leaves and filters, eggs, and egg shells, breads and bakery products, cheese and dairy products, food scraps, bones, frozen foods, and other edible grocery items;
 - 3.2.7 Wood products, boxes and wood pieces including but not limited to: wooden crates, popsicle sticks, and small wood objects, wood ashes, wood shavings, unpainted and untreated pallets, lumber, laths, cedar shingles, and other clean wood;
 - 3.2.8 Biodegradable - Miscellaneous compostable items, including but not limited to pet hair/fur, feathers, sawdust, paper bags, dryer lint, cereal boxes, newspaper, shredded paper, cotton balls/pads, compostable utensils, dog and cat food, and bone meal;
 - 3.2.9 Other materials that may be added as mutually determined to be compostable.
- 3.3 **Capacity of The Organics/Compost Pilot Program** – The initial Organics/Compost Pilot program is anticipated to include approximately 9 (nine) properties, two of which are multi-story buildings and City Hall. At least 5 (five) of the anticipated businesses have food permits. The City seeks a Contractor(s) that can accommodate all these sites, along with all the organic materials they generate and potentially more businesses during the Organics/Compost Pilot program.
- 3.3.1 The City projects in order to properly service the pilot businesses, Contractor(s) shall provide at least two, three-yard plastic containers, without lock bars, to replace two landfill trash dumpsters in the alley of Block E06, for the CBD area and smaller containers for small businesses, as determined. Container size for City Hall and other businesses to be determined prior to the start of the program. However, Contractor(s) may submit alternatives in its proposal, for which the City will solely at its discretion determine whether said alternatives are in the best interest of the overall program objectives.

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- 3.3.2 Initially, metal or plastic dumpsters will be acceptable; however, as the Organic/Compost Pilot program evolves, a preference may be determined by the City.
- 3.3.3 At any time, as the City determines, the Organics/Compost Pilot area and businesses included may be increased to businesses in additional downtown areas as well. Therefore, Contractor(s) must support in its proposal the capacity to fully perform with increased services and containers needed.
- 3.4 The City reserves the right to change the size, quantity and type of containers, as well as requiring locking bars on containers. All containers are to be leak proof. Any spillage is solely the Contractors' responsibility. Containers must be clearly labeled as required under the Universal Recycling Ordinance. Signs/labels must be in both English and Spanish and placed on each container indicating acceptable materials for the program.
- 3.5 Side-loading trash containers are preferred for alley collections. However, where side-loading containers are not practical, front-loading containers may be used, provided that the front-loading containers do not restrict access through the alleys. Additionally, Contractor(s) may suggest other methods for collections in their proposal; however, the City will have sole discretion to determine what is in the best interest to achieve program objectives.
- 3.6 The Contractor(s) shall collect organic materials a minimum of five (5) days per week on Monday, Wednesday, Thursday, Friday, and Saturday. The City reserves the right to modify the collection schedule and frequency as necessary, upon written notice from the City's Contract Manager.
- 3.7 In most incidents, Contractor(s) shall empty the containers in the contract area between 3:00 am and 7:00 am. However, in some CBD noise sensitive locations, the city may require the Contractor(s) to empty the containers at specific times outside these normal collection hours. This Organics/Compost Pilot program includes a business that will require collections to be scheduled after 6:30am, and others may be incorporated; therefore, Contractor(s) must support ability to provide services during any requested hours.
- 3.8 The collections at City Hall will require specific collection hours as determined by the City's Contract Manager. The collections at City Hall will initially require smaller container(s) for collections, with the potential to expand to dumpster service at a later date. Surrounding businesses may participate in the pilot program at a later date, and container sizes and collection schedules may vary as a result thereof. Initially the smaller container collection schedule for City Hall will be flexible, subject to agreement with the Contract Manager. If and when dumpsters are appropriate, the anticipated collection time will be between 6:30am and 7:00am. For smaller containers, the times may vary, as deemed appropriate by the City.
- 3.9 In the event Contractor(s) is unable to empty a container, for any reason, the Contractor(s) shall return within one (1) business day to empty said container. Contractor(s) shall notify the City Contract Manager of any on-going access concerns.
- 3.10 The Contractor(s) shall supply wheeled containers, at Contractor(s)'s expense.
- 3.11 Contractor(s) shall be responsible to clean containers between the hours of 3:00 am and 7:00 am on a routine basis, and at least every other week.

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3.12 The Contractor(s) shall be responsible for cleaning and repainting as deemed necessary by the City (not to exceed repainting once every three (3) months). The Contractor(s) shall, at no additional cost to the City, replace, clean, and/or repaint containers within two business days of notification by the City. The Contractor(s) shall remove graffiti within two (2) business days of notification by the City or as noticed by the Contractor(s).

4.0 **Spill Prevention, Spillage and Clean Up** – Contractor(s) is presumed to have been reasonably prudent and is made itself fully aware of the nature of the materials disposed of in the area, and the disposal of liquids, along with other materials, are a normal course of business by restaurants and bars. Therefore, Contractor(s), its employees, subcontractors, agents, or consultants shall solely be responsible and liable for all the collections transportation, management, cleanup, disposal, resulting damages, expenditures and all other for all drips, leaks and/or spills from any source, of any kind, solid or liquid, and/or loss of debris, even minimal amounts, that occur anywhere (from the transportation, pickup, disposal or processing of materials associated with this contract) and anytime during the performance of this contract. Contractor(s) shall inform the Contract Manager of all such spills, immediately after the occurrence of the spill event.

Should spillage occur in, on, from and/or around the container(s), compactor(s) and or Contractor's vehicles and/or equipment anytime, and **for any reason**, the Contractor(s) is solely liable for all spillage and shall clean, pump out, sweep up and properly dispose of the material/litter at Contractor's expense. Cleaning and sweeping shall include, at a minimum, 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. Any and 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(s). All statutory requirements are the sole responsibility and liability of the Contractor(s) to know and uphold. Contractor(s) agrees to indemnify the City for any and all failures by the Contractor(s), its employees, subcontractors and and/or other parties to adhere to all statutory requirements and any resulting damages from spillage. Contractor(s) is solely liable to ensure compliance of all vehicles and equipment. Contractor(s) is required to maintain TCEQ and all federal, state, county and city compliance at all time.

4.1 At no cost to the City, the Contractor(s) shall contain, remediate, and restore the site of all spills and other affected property and/or locations in accordance with applicable federal and state regulations, and, if on City property, in accordance with City requirements. The Contractor(s) shall notify the City contact within one (1) hour of the spill. A written report shall be submitted by the Contractor(s) identifying the substance, the associated profile number, the quantity released, the Reportable Quantity for the substance, agencies notified and representatives contacted, and all remediation actions to resolve the spills. The written report shall be submitted within seven (7) calendar days of the event and supplemented with follow-up reports on how the incident was resolved, until incident is closed.

4.2 Due to the potentially hazardous content of a spill or leak, Contractor(s) shall have personnel immediately begin the cleanup of any and all spills/leaks, and shall have the situation contained, fully cleaned up and resolved within 4 hours. If additional time and/or resources are needed to complete the cleanup, Contractor(s) shall notify the City of said reason(s) for the delay in the complete cleanup, and an anticipated timeframe for full cleanup. All cleanups required must comply with all TCEQ and government regulations.

4.3 CONTRACTOR(S) SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES, COSTS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO; REMEDIATION COSTS, INJURIES, FINES, PENALTIES, COURT

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COSTS AND/OR ATTORNEYS' FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES OR FUEL BY CONTRACTOR(S), ITS SUBCONTRACTORS AND/OR ITS CONSULTANTS.

- 5.0 Quality Requirements- Contractor(s) shall operate and perform all duties under this contract in a manner as not to create or cause a nuisance condition(s), protect all water and land resources as not to release or cause pollution, refuse, debris, chemicals or contaminated substances to be released. Contractor(s) shall be solely responsible and liable for all violations under this section, and shall indemnify and hold harmless the City from any damages, losses or expenses related herein.
- 5.1 The Contractor(s) shall be responsible for assuring each load does not exceed weight limits for the transport vehicle. The Contractor(s) shall determine and provide the weight for each bulk load. The net weight of bulk loads shall be provided in the form of weight tickets, initialed and dated on the original manifest that is signed and returned to the City. Contractor(s) shall be solely liable for any violations.
- 6.0 Contractor(s) is presumed to have reasonably surveyed the areas for services and understands the quantity and composition of the materials placed in the composting containers are subject to change. Contractor(s) shall be solely responsible and liable for the transportation and proper processing of all the contents regardless of the volume of liquids, organic substances and or other materials placed in the containers. The City reserves the right to view and/or photograph containers and their contents and or audit and sort materials.
- 7.0 Diversion rates - Contractor(s) shall provide monthly reports on diversion rates for all compostable materials by the 15th of the following month after collections.
- 8.0 Contractor(s) shall provide the City with weekly "Waste Tracking" reports, including but not limited to, weekly volumes of organic materials collected, the corresponding weekly levels contamination and any qualitative observations by Contractor(s) staff. A form for the Waste Tracking Report will be created in cooperation by ARR and Contractor(s).
- 9.0 Contract Term - The term of the contract shall be for one (1) year, with two (2), one (1) year extensions, solely at the option of the City, Council support, and continued funding. The Organics/Compost Pilot Program shall continue until the City has completed its evaluation. Start date to begin after all containers, equipment and manpower are in place, and approved by the City.
- 9.1 Prior to the start date, each business as identified by the City, must receive training from the City and the Contractor(s). All businesses added after the initial start date, must also be provided training from Contractor(s) and the City.
- 10.0 Safety- Contractor(s) shall properly train all employees, subcontractors and agents of all regulatory requirements, hazards and dangers in the delivery and processing of the organic materials.
- 10.1 Contractor(s) shall ensure all employees, subcontractors and agents working with, around and/or processing organic materials shall wear the proper personal protective equipment while on the premises and or while performing any part of the performance.
- 10.2 Contractor(s) shall implement and provide the City with its Safety and Response Plan for any and all safety concerns, including but not limited to fire, flood, injuries, spillage and other.
- 10.3 Contractor(s) shall be solely responsible and liable for any and all injuries and damages that occur on its property and its operations, and shall hold harmless the City and indemnify the

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City from any and claims asserted as a result thereof extending to all performance under this contract.

11.0 Reporting –

- 11.1 In order to determine the contamination rates, initially the City will require a dedicated route once a month, for the first two months, to establish a baseline and educate the department on the materials. Subsequent to that, the City will require a dedicated route either quarterly or on a semi-annual basis in order to audit the materials and evaluate the pilot program.
- 11.2 Additional dedicated routes may be required, beyond those defined in Section 11.1 above, for the purpose of evaluating the effectiveness of the pilot program, as determined by the City.
- 11.3 The composition studies will establish the contamination versus compostable materials. This study will set the contamination rate for the subsequent period until the next audit is performed as determined by the City.
- 11.4 All materials collected will be weighed and the only contamination rate that can be used will be the one from that prior composition study/audit.
- 11.5 Within two weeks of execution of the agreement, Contractor will schedule the first dedicated route, subject to City approval to establish the contamination baseline and rates.
- 11.6 No load can be disqualified and/or rejected merely because there is “some” contamination upon collection.
- 11.3 Contractor(s) in its proposal should fully address all methods used to report and screen out contamination, subject to City approval.
- 11.4 Contractor to provide in its proposal maximum rate of contamination that will require the load to be rejected, and transported to the landfill.
- 11.5 Contractor(s) shall be solely responsible for the disposal of any and all contaminated materials collected, and shall provide information regarding the facility where the contaminated waste will be disposed of, subject to City approval. All facilities must be permitted to accept the contamination and in full compliance of all regulatory requirements.
- 11.6 Contractor(s) shall have all scales calibrated and certified annually to be in full Texas Department of Agriculture compliance, and provide the City with state documentation of verification on an annual basis, without prior notification from the City.
- 11.7 Contractor(s) shall maintain and provide a copy, to the City, ARR Department, all necessary licenses, permits, and or registrations for the organics/composting operations annually, without prior notification from the City.

12. Marketing and Selling Organic Materials

- 12.1 The Contractor(s) shall be solely responsible to collect, process, compost, market, sell, and determine the end use for all organic/compostable materials collected, and ensure no compostable materials end up in the landfill. The Contractor(s) shall be responsible for all arrangements for the sale of all materials to an end market or intermediate collection center.

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13.0 APPLICABLE PERMITS AND LICENSES

The Contractor(s) shall obtain and maintain all permits, licenses, and/or registrations to perform all services described herein. All services provided in relationship to this agreement, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations for this service as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, OSHA, TCEQ, and any other federal, state or local governmental provisions prevailing during the term of this agreement. Contractor(s) is presumed to know what legal requirements are for its operations, and is solely responsible to maintain all said regulatory requirements as well as liable for the failure to do so. The City reserves the right to terminate the agreement where such failure to comply exists.

14.0 MONTHLY REPORTING Contractor's monthly invoice and report shall include, at a minimum;

- Total weight of all materials collected for each collection date,
- Contamination rates- as determined by current composition study,
- Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the services being charged. The method(s) used by the Contractor(s) to calculate prorated bills is subject to the approval of the City.

15.0 COMMUNITY IMPACT - Contractor(s) to provide an annual report to the City to define all efforts and results on the community and citizens of the Austin area from this program, as well as an annual diversion rate per ton for materials diverted from the landfills resulting from this program.

DEFINITIONS

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

Compostables - ASTM D 6002 defines compostable as able of undergoing biological decomposition in a compost site as part of an available program, such that the material is not visually distinguishable and breaks down into carbon dioxide, water, inorganic compounds, and biomass, at a rate consistent with known compostable materials.

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

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

Organic Waste includes Food Waste, Yard Waste, Wood Waste, City Approved Compostable Bags, City Approved Single-Use Food Service Ware, and other organic materials as mutually agreed by the City and the Contractor.

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

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

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

zero waste- When written in lower case, zero waste means no waste burned or buried.

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PURCHASING OFFICE
0600A - PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SLW0515**

1. PROPOSAL FORMAT

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

A. **Tab 1 – Executive Summary:** Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal.

B. **Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0510 – Exceptions Checklist
- iii. Section 0605 – Local Business Presence Identification
- iv. Section 0700 – Reference Sheet
- v. Section 0815 – Living Wages Contractor Certification
- vi. Section 0835 – Non-Resident Bidder Provisions
- vii. Completed and signed Section 0900 No Goals Utilization Plan (if applicable). **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include 0900 No Goals Utilization Plan in Tab 2.**

C. **Tab 3 – Authorized Negotiator:** Include the name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.

D. **Tab 4 – Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. State the number of employees, full-time and part-time that will provide services for this contract.

E. **Tab 5 – System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Describe in detail how the program will be organized, implemented and completed. Explain your diversion methods, business plan. Also detail how public impact is and will continue to be considered in all areas of performance of this program.

F. **Tab 6 – Facility and Equipment:** Describe in detail the location of the facility you will transport the materials. Describe in detail how will material will be sorted, composted, processed, and the end use of all materials. Describe how and where all contamination and waste will be properly disposed. Please provide all licenses, permits and compliance for all facilities used to complete this contract. Please describe all equipment used to collect, transport, sort, compost, and dispose of all contamination.

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- G. **Tab 7 – Project Management Structure**: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- H. **Tab 8 –Company History/ Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. Describe years of experience with successful composting/integrated solid waste management programs and experience developing educational materials and programs.
- I. **Tab 9 – Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- J. **Tab 10 – Cost Proposal**: Please complete and include Section 0600B, Bid Sheet.
- K. **Tab 11 – Proposal Acceptance Period**: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
3. **PROPRIETARY INFORMATION**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas

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Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. **EXCEPTIONS:** List any exceptions that your company is making to the solicitation in Section 0510. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
5. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.
6. **PROPOSAL PREPARATION COSTS:**

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

7. **EVALUATION FACTORS AND AWARD**

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

B. **Evaluation Factors:**

i. 100 points.

- | | |
|--|-----------|
| (1) Total Evaluated Cost (Section 0600B Bid Sheet) | 30 points |
| (2) System Concept and Solution (Tab 5) | 25 points |
| (3) Facility and Equipment (Tab 6) | 20 points |
| (4) Company History/Experience (Tab 8) | 15 points |
| (5) LOCAL BUSINESS PRESENCE (Maximum 10 points) | |

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

ii. Interviews, Optional – The City will score proposals on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for interviews with the City. The City reserves the right to re-score “short-listed” proposal as a result of the interviews and to make an award recommendation on that basis.

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. **The Offeror shall furnish at least 5 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 _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (_____) _____ Fax Number (_____) _____
Email Address _____

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

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

SOLICITATION NUMBER:	SLW0515
PROJECT NAME:	Central Business District Organics Pilot

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

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

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

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

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

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

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

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

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

SOLICITATION NUMBER:	SLW0515
PROJECT NAME:	Central Business District Organics Pilot

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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