



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

SOLICITATION NO.:
RFP CDL2003

COMMODITY/SERVICE DESCRIPTION:
Beneficial Reuse of Biosolids

DATE ISSUED:
April 4, 2016

PRE-PROPOSAL CONFERENCE TIME AND DATE:
April 18, 2016, 1:00PM local time

REQUISITION NO.:
2200 16021600262

LOCATION:
Hornsby Bend Biosolids Management Plant
Room: Auditorium
2210 FM 973
Austin, TX 78725

COMMODITY CODE:
95812

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACTS:

PROPOSAL DUE PRIOR TO:
May 5, 2016 at 2:00PM local time

PROPOSAL CLOSING TIME AND DATE:
May 5, 2016 at 2:00PM local time

Primary Point of Contact:

Danielle Lord
Purchasing Manager
Phone: (512) 974-2298
E-Mail: Danielle.Lord@austintexas.gov

LOCATION:
Municipal Building, 124 W 8th Street, Room 308
Austin, Texas 78701

Secondary Point of Contact:

Joshua Pace
Buyer II
Phone: (512) 974-3127
E-Mail: Joshua.Pace@austintexas.gov

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

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CDL2003	Purchasing Office-Response Enclosed for Solicitation # CDL2003
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 6 ELECTRONIC COPIES (FLASH DRIVE ONLY) 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	8
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	1
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, sign (first and second page), and return	2
ATT A	ATTACHMENT A- TRANSITION PLAN	**
ATT B	ATTACHMENT B- VOLUME	**
ATT C	ATTACHMENT C- CURRENT PERMITS	**
ATT D	ATTACHMENT D- LAYOUT DIAGRAM	**
ATT E	ATTACHMENT E- CHAIN OF CUSTODY TEMPLATE	**
ATT F	ATTACHMENT F- COST PROPOSAL FORM	**
ATT G	ATTACHMENT G- PURCHASING OFFICE EXCEPTIONS FORM	**

* 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 * documents are available on the Internet at the following online address: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

** Documents are hereby incorporated into this solicitation as attached documents with the same force and effect as if they were incorporated in full text.

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 (pages 1-3)
to be considered for award.***

Section 0400: Supplemental Purchase Provisions

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3PM, one (1) week prior to the solicitation opening date. Questions may be made via email to Danielle.Lord@austintexas.gov.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form 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.
 - (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

- A. Invoices shall contain a unique invoice number, the information required below, and as referenced in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. The City will pay for cubic yards of biosolids leaving the plant. These cubic yards will be paid at one unit price whether the biosolids are composted or land applied offsite. Onsite land application and emergency disposal in a landfill are separate items. The landfill pay item will be used only if necessary, and if requested by the City.
- C. The contractor shall submit invoices by the 15th day of each month for the work done in the previous month. Invoices shall include, but are not limited to the following:

LAND APPLICATION INVOICING

- Contractor's name, on a professionally pre-printed form
- Contractor's address and phone number
- City's contract number/purchase order number
- Invoice number and date
- Date(s) of service
- Location(s) of service
- Itemized description and pricing
- Daily truck report/manifest(s)
- Daily volume of biosolids used for land application in cubic yards
- Monthly land application report in accordance with 30 TAC §312.48 and Hornsby permit requirements

COMPOST INVOICING

- Contractor's name, on a professionally pre-printed form
- Contractor's address and phone number
- City's contract number/purchase order number
- Invoice number and date
- Date(s) of service
- Location(s) of service
- Itemized description and pricing
- Compost batch number
- Measurement records of biosolids and bulking agents used in compost batch
- Daily volume of biosolids used in compost batch in cubic yards
- Monthly compost reports in accordance with 30 TAC §312.48 and permit requirements

- D. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water, Hornsby Bend BMP
Attn:	Lisa M. Boatman
Address	2210 South FM 973
City, State Zip Code	Austin, TX 78725

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

7. 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. Directly assigned is defined as Contractor employees that are named or identifiable in the Contract, named or identifiable in the order, named identifiable in the invoice, or named or identifiable in some other deliverable. In addition, the City 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 Section 0815, Living Wages Contractor Certification included in the solicitation) with their Offer certifying that all employees directly assigned to this 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. If no Contractor employees will be directly assigned to the resulting Contract, the Contractor shall indicate "none directly assigned" on the Living Wage Contractor Certification. 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 with the first invoice, individual Living Wage Employee Certifications for all employees directly assigned to the contract (Section 0820). The City reserves the right to request individual Employee Certifications at any time during the contract term. The Living Wage Employee Certifications shall be signed by each employee directly assigned to the contract. The Living Wage Employee Certification form (Section 0820) is available on-line at: https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. The Contractor shall submit the Living Wage 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 Living Wage Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The City's Site Contact or 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.

8. 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>

9. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water Department facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. The Contractor shall comply with all security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements. A listing of the current requirements for Austin Water's Hornby Bend Management Plant are outlined below:

i. **AWU Site Security & Badging Requirements**

- a. The basic security functions of Contractors and Subcontractors shall center on the protection of personnel and the Utility's, and Contractors' property. These basic functions will involve monitoring the project site, controlling access, preventing unlawful entry, unlocking and locking buildings, and enforcing Utility rules, policies, procedures and directives.
- b. Contractors and Subcontractors shall provide deterrence against fire, theft, vandalism, and trespass and shall assist in the elimination of safety hazards and security breaches. In some cases, Contractors and Subcontractors will be called upon to assist in the detection and detention of persons guilty of trespassing on or committing offenses on Utility property. Uniformed officers from the Austin Police Department and local Sheriffs' Departments shall provide the enforcement support for criminal acts committed on Utility property.

ii. **Background Security Checks**

- a. The Contractor shall submit a "Criminal History Records Check Disqualifying Criminal Offenses" and provide a current background security check for each of their employees and their Subcontractors' employees. The background check must be performed by either the United States Federal Government (FBI) or the Department of Public Safety from the employee's home state (the state in which the employee resides and from whom they obtained their driver's license or identification card). The background security check for a non-US citizen shall be performed by their native country's national law-enforcement.
- b. Contractors and Subcontractors shall accurately report and record all transgressions and incidents.
- c. Unescorted access is granted to those individuals that have cleared the background security check. An Austin Water Utility badge decal will be issued.

iii. **AWU Badge Decal + Contract Company Supplied ID Badge**

- a. Security Identification Badges for employees of Contractors and Subcontractors shall be picture badges as approved by Facility or Treatment Program Division Managers and authorized by the Security Manager. Contractors shall provide a Security ID Badge for each of their employees and their Subcontractors' employees who require access to Utility facilities to perform their work. The facilities they may access shall be limited to those locations necessary for the performance of their contract. Contractors shall provide clear, plastic badge holders with an appropriate clip or lanyard that will protect the badge and allow it to be worn and displayed safely by employees on the outside of their clothing.
- b. The Security ID Badge shall be made of durable plastic material with minimum dimensions of 2 1/8 inches by 3 3/8 inches, and shall show a clear, photographic image of the bearer, with a vertical facial image no less than 3/4 inches high. Each badge shall clearly display the first and last name of the employee and the Company he/she works for. A space at least 3/4 inch high and one inch wide shall be kept free of information and shall be reserved for the Utility to apply a permanent, access authorization decal.
- c. All personnel on the job site shall wear the Security Identification Badge on the outside of their clothing, in the front, at or above their waist. Arm band ID holders are acceptable. Security Identification Badge holders will take reasonable care to protect

their badge from unauthorized use. ID badge holders will not allow others to use their badge. In the event that a Security Identification Badge holder discovers that their badge has been lost, the badge holder shall immediately report the loss to the Contractor's Site Superintendent, who will immediately report the loss to the AWU Contract Manager, and to the AWU Plant Superintendent.

iv. **Revoking Access Authorization**

- a. Authorization to enter and/or work on any Austin Water Utility site is at the sole discretion of the Utility and may be revoked at any time.
- b. Authorization to enter Utility sites shall be revoked immediately for the following reasons:
 - The badge holder ends their employment with the Contractor or Subcontractor
 - The badge holder allows another person to use their badge, or the badge holder permits, or allows another person without a badge to enter a secured site.
 - The badge holder acts without authorization to defeat any security device at any secured site.
 - The badge holder's actions (or inaction) result(s) in damage to Utility facilities
 - The badge holder has been involved in a criminal action on site and has been determined as a threat to any persons or property at this site.
- c. Personnel in the following positions may revoke Access Authorization:
 - AWU Director and Assistant Directors for Treatment and for Engineering
 - AWU Division Heads, Plant Superintendents, and Supervisors in the Treatment Program Area
 - AWU Security Manager
 - AWU Site Contact
 - AWU Contract Manager

10. **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 five percent (5%) 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:** Complete table as they may apply.

Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index	
Series ID: pcu562111562111	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Solid waste collection	
This Index shall apply to the following items of the Cost Proposal Form: ALL	

Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index	
Series ID: pcu484---484---	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Truck transportation	
This Index shall apply to the following items of the Cost Proposal Form: ALL	

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

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

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.
- C. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing within 30 calendar days of the contract being fully executed. Acceptance of 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 City's authorized point of contact and will focus specifically on the Offer submitted by the Offeror.
14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond

Darrell.Richmond@austintexas.gov

(512) 972-0313

15. **SITE CONTACT:** The following person is designated as Site Contact, and will act as the contact point between Site Management and the Contractor during the term of the Contract:

Lisa Boatman

Lisa.Boatman@austintexas.gov

(512) 972-1954

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

16. **CONTRACT CLOSE OUT & TRANSITION PLAN:**

- A. 120 days prior to the close of the contract and transition to a new Contractor, the Contractor shall work with Austin Water and the new Contractor to address the scheduling, training, equipment removals, service expectations, and transition to the newly awarded Contractor. The transition plan and schedule shall address any outstanding obligations and what steps will be taken to ensure that Austin Water is fully functional until the contract close out is complete. A template for the transition plan is detailed in **Attachment A-Transition Plan**.
- B. Contractor shall not have more than 30 days planned production inventory onsite at close of contract.

Section 0500: Scope of Work

1.0 BACKGROUND

The City of Austin (City) seeks to establish a contract for the beneficial reuse of biosolids for the City of Austin Water Department, Hornsby Bend Biosolids Management Plant, hereafter referred to as "Hornsby" or "site".

Hornsby is located at 2210 South FM 973, Austin, Texas 78725. The biosolids are located in drying basins and in the belt press area at the Hornsby site.

2.0 PURPOSE

The Contractor shall beneficially reuse a minimum of 100,000 cubic yards of biosolids annually from the site. Included in the 100,000 cubic yards is up to 12,000 cubic yards of biosolids which the City may direct the Contractor to land apply onsite annually, if allowed by regulations. The remaining 88,000 cubic yards can be reused through composting, land application, or other beneficial use. Beneficial reuse options other than composting and land application shall be pre-approved by the City.

3.0 CONTRACTOR REQUIREMENTS – GENERAL

- 3.1 The Contractor shall remove from the site a minimum of 100,000 cubic yards of biosolids annually including 12,000 cubic yards land applied on site (if allowed by regulation and directed by the City to do so). This required amount may be adjusted due to funding and/or supply. The City estimates that there will be about 1% biosolids supply growth annually. The amount of cubic yards produced in the last three years is listed in **Attachment B-Volume**.
- 3.2 The Contractor shall be responsible for all Federal, State, and Local insurance, permits, and licenses required to perform services under this contract. This shall include, but is not limited to, Occupational Safety and Health Administration (OSHA), Texas Department of Transportation (TXDOT), Environmental Protection Agency (EPA), and Texas Commission on Environmental Quality (TCEQ) registrations and permits needed to treat compost, haul and land apply or otherwise reuse biosolids. In addition, this shall include services which are clearly necessary for the complete and legal operation of this contract, though not specifically stated.
- 3.3 The Contractor shall be responsible for ensuring the material that is loaded, transported and beneficially reused is Class A or Class B biosolids in accordance with the City's Hornsby, Walnut Creek, and South Austin permits, listed in **Attachment C-Current Permits**. The City will certify Class B biosolids; the Contractor shall certify Class A biosolids. The Contractor shall be responsible for providing lab analysis for Class A certification. The City will report the analysis in accordance with the Hornsby, Walnut Creek Water Quality, and South Austin Regional permit.
- 3.4 The Contractor shall have no more than 50,000 cubic yards of biosolids stored onsite at any given time with the exception of the first year. At the beginning of the contract, the Contractor and the City will conduct a survey of and agree upon the amount of biosolids onsite. The Contractor may be required as a part of this scope of work to process any biosolids onsite predating the contract. This amount of biosolids will not exceed 50,000 cubic yards, and may be in various stages of processing.
- 3.5 The Contractor shall provide, install, and maintain onsite scanning technology to accurately measure the volume of biosolids. All biosolids removed from the belt press area shall be loaded into trucks, scanned, and assigned a product code for tracking. Measurement data shall be provided with the monthly invoice in an excel spreadsheet. The volume of biosolids used for land application shall be measured with the load scanner prior to leaving the plant or being transported to the onsite application fields. The volume for biosolids used in the

composting process shall be measured with the load scanner when removed from the belt press area and placed into the process. Biosolids stored in the basins for land application will be measured again prior to leaving the plant or being land applied onsite.

- 3.5.1 The load scanner's percent accuracy shall have a proven typical accuracy of 1% or better. The rated accuracy shall be better than or equal to that of the LVS-2 series of Load Volume Scanner manufactured by Loadscan. The Contractor shall perform the system set-up program once per month, or when scan track has been altered, or the system has been moved to a new location.
- 3.6 The City will provide access for the Contractor to utilize the compost pads totaling 22 acres and 4 of the 5 basins. Each basin is approximately three feet deep with five acres of surface area; **Attachment D-Layout Diagram**. Austin Resource and Recovery (ARR) operates in Basin 2; the Contractor shall not interfere with the operations of ARR.
- 3.7 The Contractor shall maintain the biosolids processing and storage areas as directed by the City's Site Contact. Maintenance of these areas shall include, but is not be limited to daily removal of all biosolids from the belt press area, cleaning and building berms necessary to contain the biosolids, and other work needed to ensure the areas are neat, safe, and usable. The Contractor shall store biosolids such that the oldest biosolids can be accessed first for beneficial reuse.
- 3.8 The Contractor shall notify the City's Site Contact prior to mixing or the alteration of the biosolids material. The Contractor is not permitted to bring biosolids from other sources onto the site.
- 3.9 The Contractor shall collect a weekly sample to represent percent solids of the biosolids hauled from the basins. The Contractor shall collect and deliver each sample within 30 minutes of collection to the Hornsby Laboratory for percent solids analysis. The Contractor shall follow Laboratory Chain of Custody requirements; **Attachment E-Chain of Custody Template**. The Contractor shall give 24 hour notice to the Laboratory before collecting and submitting samples that are an exception to the daily requirement. The City reserves the right to request more than one sample per week.
- 3.10 The Contractor shall be responsible for managing their operation in a manner that shall eliminate complaint and nuisance conditions created by odor and dust.
- 3.11 The Contractor shall be responsible for managing the operations onsite to reduce the probability of fires.
- 3.12 The Contractor shall be responsible for all spills of material associated with the loading, transporting, land application, incorporation or any use of the biosolids and/or compost. The Contractor's comprehensive spill response plan shall at minimum:
 - 3.12.1 Comply with all City, State and Federal requirements.
 - 3.12.2 Include specific preventative measures; such as regularly scheduled inspections and completion of field checklist logs.
 - 3.12.3 Include driver and other key personnel training requirements regarding the plan. Including frequency of training, method for documenting training, etc.
 - 3.12.4 Identify equipment and personnel required, as well as procedures to follow for the following spill types (with spill limited to concrete surfaces, grass/dirt surfaces, and reportable quantities spilled); upright tanker trailer, overturned tanker trailer, overturned end dump trailer and upright end dump trailer.
 - 3.12.5 Outline procedures for halting the spill source, containing the spill, removing the spilled material, performing final cleanup and reporting the spill to City and State

personnel.

3.12.6 Include authority to deploy excess equipment initially to ensure prompt containment and cleanup.

3.13 Spilled or leaked material shall be disposed of by the Contractor. The Contractor shall provide the City with all the paperwork required to track the spilled/leaked material to its final destination.

3.13.1 The Contractor shall notify the City within one hour of the occurrence should a spill or leak of any kind occur.

3.13.2 The Contractor shall provide a copy of any spill report to the City's Site Contact when reporting the incident to TCEQ.

4.0 CONTRACTOR REQUIREMENTS – LAND APPLICATION

4.1 The Contractor, if proposing to land apply biosolids offsite, shall be registered with the TCEQ to legally haul and land apply Class B biosolids on permitted fields.

4.2 The Contractor shall land apply, if directed by the City, approximately 12,000 cubic yards of biosolids annually onsite at Hornsby on approximately 400 acres. The City will verify the loading rates based on agronomic rate calculations. The Contractor shall ensure that fields are marked for buffers and setbacks. The Contractor shall plan, track, and report cubic yards and dry tons applied per field on a monthly basis. The Contractor shall provide loading, spreading, and any other equipment and personnel necessary to complete this task. The Contractor shall be responsible for annual soil sampling and lab analysis of the onsite applications fields as required by the Hornsby permit. Soil sampling shall be performed in November and results submitted to the City Site Contact no later January 1.

4.3 The Contractor shall document each land application load with a trip ticket or receipt as proof of loading and delivery. The Contractor shall review and approve the tickets or receipts before submitting them with an invoice. The trip ticket or receipt shall include, but is not be limited to the following information:

4.3.1 Product Code

4.3.2 Name of the driver

4.3.3 Time and date of haul

4.3.4 Cubic yards and dry tons hauled (excel spreadsheet from the scanner)

4.3.5 Class of biosolids

4.3.6 TCEQ permitted site number (if hauled for land application)

4.4 The Contractor shall land apply biosolids in a uniform manner, at a rate not to exceed the TCEQ permit rates. The Contractor shall perform application with a calibrated spreader designed for biosolids application. The Contractor shall incorporate land applied biosolids according to regulatory requirements.

4.5 The City will not authorize biosolids to go to a landfill except in extreme circumstances. If the option is exercised, the City's Site Contact will direct the Contractor on the amount of biosolids to be disposed of at a TCEQ and EPA approved landfill. Wastewater sludge is classified as special waste. Requirements for disposal in a municipal solid waste landfill are in Section VIII, page 18 of our permit. A Type I landfill shall be utilized. Below is the TCEQ links to the regulations and types of landfills that must be utilized for treatment plant sludge:

https://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw_specialwaste.html/#disposal

https://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw-data

The Contractor shall provide proof the landfill is in compliance with EPA and TCEQ requirements for accepting Class B biosolids before any hauling to the landfill takes place. Copies of the Landfill ticket receipts and a monthly report shall be submitted with each invoice to the City's Site Contact. It is the City's intent to use the landfill option in the event of an emergency situation as defined by the City's Site Contact.

5.0 CONTRACTOR REQUIREMENTS - COMPOSTING

- 5.1 The Contractor shall have available to them green waste (brush, yard and tree trimmings) that is brought to the site by other City departments and contractors. Austin Resource Recovery grinds this waste in Basin 2. Hornsby has received 35,000 tons for the past two years. There may be a decrease of 6,000 tons per year for four years if a new program to divert yard trimmings goes into effect. In 2019, the amount may level out at 10,000 tons per year; the City cannot guarantee green waste availability.
- 5.2 The City will allow the Contractor to utilize approximately three acres onsite to receive bulking materials for the Contractor's composting operations at Hornsby. The bulk drop off site shall be fenced with an opaque fence at the Contractor's expense and kept locked except when the Contractor is present. Site security is the responsibility of the Contractor.
- 5.3 The Contractor shall provide all weather access as necessary and at the Contractor's expense.
- 5.4 The Contractor, whether working onsite or offsite, shall be responsible for all work, sampling and analyses to meet all regulatory requirements for producing Class A composted biosolids. This includes, but is not limited to, creating windrows, turning windrows, daily temperature measurements, screening of compost if necessary, testing for fecal coliform, nutrients, and metals, and recordkeeping as required by TCEQ regulations and the Hornsby TCEQ permit. The Contractor is responsible for providing annual Toxicity Characteristic Leaching Procedure (TCLP) and PCB testing of composted material for inclusion with the Hornsby annual biosolids report to TCEQ.

6.0 TRANSPORTATION REQUIREMENTS

- 6.1 The Contractor shall ensure transportation equipment is sealed to prevent leakage.
- 6.2 The Contractor's transportation equipment shall include a tarp or other cover to prevent blowout or spillage while transporting. The Contractor shall cover loads before leaving any site.
- 6.3 Before leaving the site, the Contractor shall clean all trucks and trailers used for transporting compost or biosolids to prevent spillage. The City reserves the right to stop hauling activities if trucks and equipment are not kept clean. The City shall be the final judge as to the condition of the trucks and equipment.
- 6.4 The Contractor shall ensure all personnel and vehicles hauling Class B biosolids are registered to haul in compliance with Texas Administrative Code Title 30, Part 1, Chapter 312, subchapter G, sections 312.141-312.150.
- 6.5 The Contractor shall equip any equipment used in the loading operation of biosolids with rubber tires designed to operate on a concrete surface.

Section 0600: Proposal Preparation Instructions and Evaluation Factors

1. PROPOSAL FORMAT

All Proposals shall submit 1 original paper copy and 6 electronic copies of your Proposal.

The original copy shall be submitted on 8.5 x 11 inch paper, bound or in a 3-ring binder, shall be clearly labeled as “**ORIGINAL**” and shall include the original signature of the person authorized to sign on behalf of the Offeror. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers linking the content of the Proposal.

The electronic copies shall be submitted on flash drives, and shall be an exact replica of the original paper copy. Each tab shall be a separate document on the flash drive. Please do not combine all tabs into one single Proposal.

Offerors shall provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal.

Tab 1 - City of Austin Purchasing Documents

Complete and submit the following documents:

- a. Completed and Signed Offer Sheet (pages 1-3)
- b. Signed Addendums (all pages)
- c. Completed Section 0605 – Local Business Presence Identification Form
If you will be utilizing Subcontractors, include the Subcontractor's information on this form.
- d. Completed Section 0700 – Reference Sheet
- e. Completed Section 0815 – Living Wages Contractor Certification
- f. Completed Section 0835 – Non-Resident Bidder Provisions
- g. Completed and Signed Section 0900 (first and second page) – Minority- and Women-Owned Business Enterprise (MBE/WBE) No Goals Form
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 and WBE firms available to perform the service and include the completed Section 0900, MBE/WBE No Goals Form with your Proposal packet. Include the Section 0900, MBE/WBE No Goals Form in Tab 1g of your Proposal along with all the required SMBR documentation and Good Faith Efforts.

Tab 2 - Business Organization & Capacity

Provide the following information:

- a. Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?
- b. Include names and contact information for key personnel that will be assigned to the awarded Contract.
- c. Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- d. Provide copies of TCEQ Certifications and permits for land use applications (Class B) as described in the Scope of Work.

- e. Describe your company's organizational capacity to fulfill the requirements contained within the Scope of Work and Supplemental Purchasing Provisions. Include your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.
- f. Respondents shall submit a signed letter, on company letterhead, from the respondent's insurance producer certifying that the respondent is capable of meeting the insurance requirements stated in the Supplemental Purchase Provisions.
- g. Respondents shall submit a signed letter (on company letterhead) from the respondent's bonding agent certifying qualification and capability of meeting the bonding requirements given in the Supplemental Purchase Provisions.

Tab 3 - Experience & Qualifications

Provide the following information:

- a. Describe your company's experience, qualifications, and expertise. List all professional and technical organizations for which your company is a member. Highlight any special certifications or qualifications that may be relevant.
- b. Describe your company's relevant experience providing services described in the Scope of Work. Letters of Recommendation that your company has received may be included.
- c. Include names and qualifications of all professional personnel who will be assigned to this project. Identify the project manager and key personnel by name and title, state the primary work assigned to each person, and provide resumes for all personnel that will perform work under the resulting Contract (limit 2 page per person). Do not include the experience of personnel who did not actively participate.
- d. Statement on company letterhead that the Offeror is in good standing with all relevant licensing and regulatory agencies. If the Offeror is a partnership/joint venture, this information shall be submitted for each partner.

Tab 4 - Proposed Solutions

Provide your proposed solution to accomplishing the services indicated in the Scope of Work. Specifically include:

- a. A comprehensive plan for the beneficial reuse of biosolids. Land application and composting are considered beneficial reuse under the current Hornsby permit. Innovative and alternate methods will be considered for evaluation provided the proposed method is consistent with the goals of the City and meets regulatory requirements.

If the Offeror proposes to land apply, the plan shall include provisions listed the Scope of Work, and include a map of the site with buffers, setbacks, and application areas. The plan shall include the location and size of the fields, the timing of the hauling, and a copy of any permits for land application at sites outside of Hornsby.

If the Offeror proposes composting, the plan shall include provisions listed in the Scope of Work, and include marketing and distribution methods, the expected end use, source and quantity of supplemental bulking agents.

- b. A description your existing markets to include diversification markets and the size of your market base. Include how your market strategies change during market supply and demand changes.
- c. It is the City's intent is to stimulate the local economy and support the use of minority and women-owned businesses whenever possible. Offerors are encouraged to utilize local businesses and M/WBEs as much as possible in their operations. Describe what actions your company can take to fulfill this intent, if any.

If you decide to Subcontract to fulfill this intent, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 and complete the information listed in Tab 1g, and be reflective in the completed information you provide in Tab 1c.

- d. A list of all the equipment and the age of the equipment that will be dedicated to the site.
- e. An odor and dust control plan that includes how complaints will be responded to and what practices and processes will be implemented to rectify such complaints.
- f. An operations management plan describing how the site will be operated in such a manner to prevent public health nuisances and respond to public complaints in a timely manner. Include the plan to manage and control the daily operations and inventory. Describe the communication plan and onsite interactions.
- g. A fire prevention plan that shall include how operations will be conducted to lessen the chance of fires, and a response plan in the event a fire begins.
- h. A spill response plan as it relates to the Scope of Work that details how all spills associated with loading, transporting, land application, incorporation or any use of the biosolids and/or compost will be responded to.

Tab 5 – Schedule & Timeline

Provide the following information assuming a start date of December 1, 2016:

- a. Mobilization Schedule
- b. Schedule for processing stored biosolids (estimated 50,000 cubic yard)
- c. Schedule for processing belt press biosolids at intervals of 50%, 75%, and 100% of the annual production.

Tab 6 – Proposed Cost

Required Cost Proposal

- a. On **Attachment F-Cost Proposal Form**, provide cost calculations for unit price per cubic yards. Cubic yards will be paid at one unit price whether the biosolids are composted or land applied offsite.
- b. Include pricing for land application onsite and emergency disposal at a landfill. The landfill line item will be used only if necessary, and if requested by the City, and therefore is not included in the final evaluated cost.

Optional Cost Proposal

- a. Additionally, provide itemized related services or products your company is offering and the associated prices and/or discounts offered to the City. Include the cost of labor, materials, supplies, and administrative overhead costs in the pricing/discount. Your organization’s method of costing may or may not be used but shall be described. You may include additional price/discount lists or other supporting information with your Proposal.
- b. The City recognizes that there may be opportunities for revenue generation; therefore, alternate calculations and formulas are encouraged. You may submit an alternate calculation/formula that is mutually advantageous to the Offeror and City. Include the alternate calculation/formula and a brief explanation in this Tab for consideration. Alternate calculations/formulas should be submitted separately from the Cost Proposal Form provided. Alternate calculations/formulas will not be considered without the “Required Pricing” line items on the Cost Proposal Form.

Tab 7 - Business Exceptions

- a. Detail any business exceptions that you will require on **Attachment G-Purchasing Office Exceptions Form**.

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. **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.

4. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If an Offeror does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

PROPOSAL PREPARATION COSTS & EXCEPTIONS: 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 Offeror. Be advised that exceptions to any portion of the solicitation may jeopardize acceptance of the Proposal.

5. **EVALUATION FACTORS AND AWARD**

- a. The City reserves the right to award by line item, category, location, unique qualifications or experience, service offerings, or any combination deemed most advantageous to the City.
- b. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph C below shall be applied to all eligible, responsive Offerors in comparing Proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Offerors after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

c. **Evaluation Factors** -100 points

- (1) Experience & Qualifications 20 points
- (2) Proposed Solutions 20 points
- (3) Schedule & Timeline 10 points
- (4) Proposed Cost 40 points
- (5) Local Business Presence 10 points

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City Contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their Subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

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

The City will score offers on the basis of evaluation factors 1-5 above. The City may elect to conduct interviews and/or site visits for short-listed Offerors. Interviews may be conducted at the discretion of the City. Maximum 25 points.

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 SHALL 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?	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 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 _____

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 _____

Section 0815: Living Wages Contractor Certification

Company Name: _____

Pursuant to the Living Wages provision (as defined in 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. If no employees will be directly assigned to the resulting Contract indicate in the "Employee Name" section below "none directly assigned".

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. Offeror shall answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

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

Answer: _____

- (1) Texas Resident Bidder/Offeror- A Bidder/Offeror 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/Offeror- A Bidder/Offeror who is not a Texas Resident Bidder/Offeror.

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

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE)

No Goals Form

SOLICITATION NUMBER:	CDL20023
PROJECT NAME:	Beneficial Reuse of Biosolids

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Offeror 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 Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror 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 Offeror 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, Sub-consultants, or Suppliers be used to perform portions of this Contract? (Check the box that is applicable below and follow the instructions as indicated; only check one box.)

- If **NO**, please sign the No Goals Form and submit it with your Offer.

- 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 Offer in a separate 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.	
<hr/>	
Company Name	
<hr/>	
Name and Title of Authorized Representative (Print or Type)	
<hr/>	
Signature	Date

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

SOLICITATION NUMBER:	CDL2003
PROJECT NAME:	Beneficial Reuse of Biosolids

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 Offeror (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

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