



Travis County Commissioners Court Agenda Request

Meeting Date: February 19, 2013

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for recycling services, RFP No. 120139-LD, to the highest qualified proposer, Texas Disposal Systems.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

RFP No. 120139-LD was issued on July 24, 2012. Two proposals were received on August 13, 2012. After evaluation of proposals, TNR recommends approval of a contract to the highest ranked proposer, Texas Disposal Systems. This contract will provide for single stream recycling services at various Travis County locations. Travis County locations located in downtown Austin will be serviced by the Texas Facilities Commission under a separate letter of agreement with the Texas Facilities Commission. Estimated contract amount is \$48,300.00.

- **Contract-Related Information:**

Award Amount: Est. \$48,300.00.

Contract Type: Annual Term Contract

Contract Period: February 19, 2013 – February 18, 2012

- **Solicitation-Related Information:**

Solicitations Sent: 26

Responses Received: 2

HUB Information:

% HUB Subcontractor:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Comments: Funds Reservation Document 3000000440



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

January 31, 2013

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Camel B. Jorgensen*
Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Solicitation RFP #P120139-LD
Recyclable Material Collection

TNR recommends that Travis County award the above-referenced solicitation to the highest scoring vendor based on the evaluation criteria established during the bidding process, Texas Disposal Systems.

TNR also recommends that Travis County enter into a zero-cost interlocal agreement with the Texas Facilities Commission for the disposal of recycling materials at locations not covered in the above-mentioned contract.

Funds for these services have been identified on Funds Reservation 300000440. If you need additional information, please contact Christina Jensen at (512) 854-7670.

R CJ:SMM:cj
Contract File

EVALUATION MATRIX
RFP #120139-LD
Collection and Transportation of Recyclable Materials

Evaluation Factors	Max. Points Allowed	Acco	Texas Disposal Systems
“Demonstrated experience in the recycling business and capacity to provide all the required services	15	14.33	14.66
Competence, knowledge and experience of the individuals of the firm indicated by the total number of years of applicable experience and the references provided.	10	8.33	9.33
Equipment and resources for collecting, transporting and processing materials.	20	19.33	19.33
Equipment and resources to provide repairs and necessary replacement of recycling receptacles at the locations identified in Section 14.0 as pickup locations.	20	20	20
The type of waste streams accepted by the Contractor, including ease and convenience to the County (for instance, degree of source separation needed)	20	16.33	19.33
Completeness and accuracy of the proposal in providing all information specified in the RFP.	10	7.66	9.66
Anticipated revenues to provide the purchase and transportation services of recyclable materials.	5	2.33	1.33
TOTAL POINTS	100	88.64	93.64

**CONTRACT WITH TEXAS DISPOSAL SYSTEMS FOR
RECYCLING SERVICES**

This Contract is for the purchase of recycling services ("Contract"). It is entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Texas Disposal Systems, Inc, a Texas corporation ("Contractor").

County requested proposals from qualified companies to procure recycling services (the "Services") for Travis County's use under RFP# P120139-LD and all amendments, modifications and addenda to it (the "RFP"). And Contractor submitted the successful proposal under the RFP (the "Proposal"). As such, in consideration of the mutual covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged here, the parties agree as follows:

1.0 ATTACHMENTS

1.1 The attachments enumerated below are a part of this Contract, and constitute promised performances by Contractor in accordance with Section 3.0 of this Contract:

- (i) Attachment A: 10/29/2012 Best and Final Offer for RFP ("BAFO")
- (ii) Attachment B: Proposal
- (iii) Attachment C: General Provisions (the "General Provisions")
- (iv) Attachment D: RFP
- (iv) Attachment E: Ethics Affidavit

1.2 Order of Precedence. In the event of inconsistency between the documents composing this Contract, or any clauses contained in these documents, the inconsistency will be resolved by giving precedence in the following descending order:

- (i) Contract, excluding its attachments
- (ii) BAFO
- (iii) General Provisions
- (iv) Proposal
- (v) RFP

2.0 TERM OF CONTRACT

2.1 This contract will be for a twelve (12) month period, with three (3) additional one (1) year periods, commencing upon award by the Travis County Commissioners Court.

- 2.2 County may unilaterally extend this Contract for (i) three (3) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, will remain unchanged and in full force and effect. County will exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then-current term. The total term of this Contract, including the Options to Extend, may not exceed fifty-one (51) months. County will have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

3.0 CONTRACTOR OBLIGATIONS

- 3.1 Contractor will, in a timely manner implement the Services described in this Contract and its attachments in accordance with their terms and conditions, and in compliance with the assurances, certifications, and all other statements made by Contractor in the most recent version of its Proposal submitted in Response to the RFP, and in the General Provisions.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES; IMPLIED SERVICES

- 4.1 Contractor warrants that Contractor has thoroughly examined the general provisions and specific requirements, schedules, instructions and all other Contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding the requirements for materials, equipment and/or services as required by the RFP. Further, Contractor warrants that Contractor is fully satisfied that the RFP specifications accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered prices. There will be no increase in the quoted Contract prices based upon Contractor's misunderstanding or lack of knowledge about the intent of the RFP solicitation.
- 4.2 If any services, functions or responsibilities not specifically described in this Contract are required to perform and provide Services, they will be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Contract. Except as otherwise expressly provided in the Contract, Contractor is responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

5.0 CONTRACT ADMINISTRATOR

- 5.1 For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the county department named below shall act as contract administrator on behalf of Travis County:

Travis County Transportation and Natural Resources Department
Shaun Auckland (or successor or designee)
700 Lavaca St, 5th Floor
PO Box 1748
Austin, Texas 78767
(512) 854-4496

6.0 ENTIRE CONTRACT

- 6.1 This Contract represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) below. The effective date of this Contract (the "Effective Date") will, for all purposes, be the date of the execution of the last to sign, whether County or Contractor.

TRAVIS COUNTY, TEXAS:

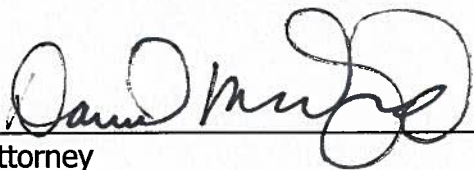
By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

TEXAS DISPOSAL SYSTEMS, INC:

By: _____
Name: JASON SANDER
Title: Recycling and Composting Coordinator
Date: 02-01-2013

APPROVED AS TO FORM:



County Attorney

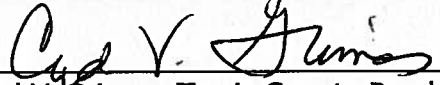
AVAILABILITY OF FUNDS CONFIRMED:

SEE VERIFICATION FORM

Niccoli Riley, Travis County Auditor

Date: _____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:



Cyd V. Grimes, Travis County Purchasing Agent

Date: 2/12/13



ATTACHMENT A

TRAVIS COUNTY PURCHASING OFFICE

Cyd Grimes, C.P.M., CPPO Purchasing Agent

700 Lavaca, 8th Floor • Austin, Texas 78701 • (512) 854-9700 • Fax (512) 854-9185

Monday, October 29, 2012

**Travis County Request for Proposal # P120139-LD
Collection and Transportation of Recyclable Materials
Best and Final Offer Request**

Jason Sanders
Texas Disposal Systems
P.O. Box 17126
Austin, TX 78760

Travis County would like to request a best and final offer from Texas Disposal Systems. The purpose of this Best and Final Offer (BAFO) is to allow you to make any necessary changes to your original proposal and to clarify your pricing. The BAFO, along with your response to the Request for Proposal (RFP), will be used to select the top-ranked firm.

The service locations have been revised and attached is a revised location list. Please submit final pricing for locations listed.

All responses to the BAFO are to be sent via email directly to me only by 1:00 pm CST on November 2, 2012. If you should have any questions, please send via email in case I may need to forward the question to our department.

Thanks,

Loren Breland
Purchasing Agent Assistant IV, CPPB
Travis County Purchasing Department
700 Lavaca Street, 8th Floor
Austin, TX 78701
Office: (512) 854-4854
Personal Fax: (512) 854-4211
loren.breland@co.travis.tx.us

ATTACHMENT A

Travis County - All Locations			Required	Frontload			Carts				Cart Rental
CUSTOMER	ADDRESS	Pick-up Day	#	FL	Fq	96 Gal	Total	Fq	Misc.	96 gal.	
West Command Center	3800 Hudson Bend		1	2	1X					3	
Travis County - Precinct 1 (Tax Office)	4705 Heflin Ln					10	10	1X			
Travis County - Precinct 4	4011 McKinney Falls Pkwy		1	4	1X						
Smith Road Facility	1600 Smith Rd		3	2	1X						
Travis County STAR Flight	7800 Old Manor rd		2	2	1X						
Travis County Health and Human Services	502 Highland Mall Blvd					2	2	1X			
Travis County Sheriff/Fire Marshall (Ruiz Bu	5555 Airport		2	2	1X						
Travis County - Tax Office	5501 Airport Blvd		2	2	1X						
Travis County HHS Weatherization	5021 Cesar Chavez		2	2	2X	2	2	EOW			
Travis County East Service Ctr (Fleet)	6011 Blue Bluff Rd		1	2	EOW						
Travis County East Service Ctr (Admin)	6011 Blue Bluff Rd					7	7	1X			
Travis County East Service Ctr (Sign Shop)	6011 Blue Bluff Rd					1	1	1X			
Travis County Health and Human Services	2201 Post Rd		1	2	1X						
Travis County Del Valle Correctional	3614 Bill Price Rd	M,W,F	1	8	3X						
Travis County Del Valle Correctional	3614 Bill Price Rd	OC							Bales		
Exposition Center (Banquet Hall)	7331 Decker Ln		2	2	1X					2	
Exposition Center (Arena and Skyline Club)	7331 Decker Ln		1	1	1X					4	
Exposition Center (Showbarn)	7331 Decker Ln		1	1	OC						
Gardner Betts Juvenile Probation (Main Bldg	2515 Congress		1	2	1X	16	16	1X			
South Congress Building	2501 Congress					2	2	1X			
Smart Facility-2	3404 FM 973		1	4	1X		0			4	
South Rural Community Center	3518 FM 973		1	2	1X						
Precinct 2	10409 Burnet Rd		1	4	1X					5	
West Rural Community Center	8656-B Hwy 71		2	2	1X					4	
West Service Center (Meeting Hall/Offices)	4501 FM 620					4	4	1X			
Satellite 3	14624 Hamilton Pool Road		1	2	EOW						
North Rural Community Center	15822 Foothills Farm Loop		1	2	1X						
East Rural Community Center	600 Carrie Manor Road		1	2	1X	2	2	1X			
East Command Center	7811 Burleson-Manor Road		1	2	1X	4	4	1X			
Nootsie House	9512 FM 620		1	2	EOW						

Total

Legend-

FL= Front Load Container

FQ= Frequency

\$ Each= Price per unit

\$/ MO= Monthly Price

NVA= No scheduled pick-up for carts (Rental)

ATTACHMENT A



Loren Breland

From: Jason Sanders <jsanders@texasdisposal.com>
Sent: Tuesday, October 30, 2012 11:43 AM
To: Loren Breland
Subject: RE: Additional questions/clarifications for proposal P120139-LD
Attachments: Copy of Travis Co - Recycle Locations and Containers 10302012.xls

Loren,

Please find the attached spreadsheet that details the rates for each location, as well as, a total monthly cost. The total monthly costs for all services is \$4,025. This is itemized as- 1. Frontload Service= \$2,315/ mo 2. Cart Service= \$1,490/ mo 3. Cart Rental=\$220/ mo

If you would like to add casters to the frontload containers then it would be \$30 per month per container, and lock bars would be \$25 per month per container. These caster and lock-bar rates include all maintenance and replacement of lock-bars and casters for the duration of the contract.

Please let me know if you have any questions or comments. We are looking forward to the opportunity to recycle together!

Jason Sanders, M.Ag.Ed.
Recycling and Composting Coordinator
Texas Disposal Systems
3606 FM 1327
Buda, TX 78610
Cell: 512-804-8093
Office: 512-421-7603
Fax: 512-421-1325
www.texasdisposal.com

Check out our amazing recycling facility at: <http://www.youtube.com/watch?v=l2d-ttEmJuc&tracker=False>

-----Original Message-----

From: Loren Breland [mailto:Loren.Breland@co.travis.tx.us]
Sent: Monday, October 29, 2012 9:05 AM
To: Jason Sanders
Subject: RE: Additional questions/clarifications for proposal P120139-LD

Jason,

Attached is the best and final letter and revised location list for Travis County.

Thanks,

ATTACHMENT A

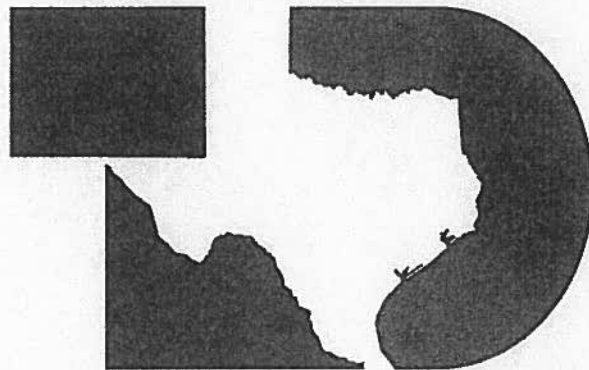
Travis County - All Locations			10/29/2012		Required				Frontload				Carts				Cart Rent			Bales	Total
CUSTOMER	ADDRESS	Pick-up Day	#	FL	Fq	\$ Ea	\$ Mo	96 Gal	Fq	\$ Ea	\$ Mo	96 gal	\$ Ea	\$ Mo	Misc.						
West Command Center	3800 Hudson Bend		1	2	1X	60	60					3	10	30							
Travis County - Precinct 1 (Tax Office)	4705 Heflin Ln							10	1X	30	300										
Travis County - Precinct 4	4011 McKinney Falls Pkwy		1	4	1X	100	100														
Smith Road Facility	1600 Smith Rd		3	2	1X	60	180														
Travis County STAR Flight	7800 Old Manor rd		2	2	1X	60	120														
Travis County Health and Human Services	502 Highland Mall Blvd							2	1X	30	60										
Travis County Sheriff/Fire Marshall (Ruiz Building)	5555 Airport		2	2	1X	60	120														
Travis County - Tax Office	5501 Airport Blvd		2	2	1X	60	120														
Travis County HHS Weatherization	5021 Cesar Chavez		2	2	2X	100	200	2	EOW	25	50										
Travis County East Service Ctr (Fleet)	6011 Blue Bluff Rd		1	2	EOW	50	50														
Travis County East Service Ctr (Admin)	6011 Blue Bluff Rd							7	1X	30	210										
Travis County East Service Ctr (Sign Shop)	6011 Blue Bluff Rd							1	1X	30	30										
Travis County Health and Human Services	2201 Post Rd		1	2	1X	60	60														
Travis County Del Valle Correctional	3614 Bill Price Rd	M,W,F	1	8	3X	360	360														
Travis County Del Valle Correctional	3614 Bill Price Rd	OC															N/C				
Exposition Center (Banquet Hall)	7331 Decker Ln		2	2	1X	60	120					2	10	20							
Exposition Center (Arena and Skyline Club)	7331 Decker Ln		1	1	1X	60	60					4	10	40							
Exposition Center (Showbarn)	7331 Decker Ln		1	1	OC	45	45														
Gardner Betts Juvenile Probation (Main Bldg)	2515 Congress		1	2	1X	60	60	16	1X	30	480										
South Congress Building	2501 Congress							2	1X	30	60										
Smart Facility-2	3404 FM 973		1	4	1X	100	100					4	10	40							
South Rural Community Center	3518 FM 973		1	2	1X	60	60														
Precinct 2	10409 Burnet Rd		1	4	1X	100	100					5	10	50							
West Rural Community Center	8656-B Hwy 71		2	2	1X	60	120					4	10	40							
West Service Center (Meeting Hall/Offices)	4501 FM 620							4	1X	30	120										
Satellite 3	14824 Hamilton Pool Road		1	2	EOW	50	50														
North Rural Community Center	15822 Foothills Farm Loop		1	2	1X	60	60														
East Rural Community Center	600 Carrle Manor Road		1	2	1X	60	60	2	1X	30	60										
East Command Center	7811 Burleson-Manor Road		1	2	1X	60	60	4	1X	30	120										
Nootsie House	9512 FM 620		1	2	EOW	50	50														
Total							2,315				1,490				220	0	4,025				

Legend-
 #- Number of Containers
 FL= Front Load Container
 FQ= Frequency of pick-ups per week
 \$ Each= Price per unit
 \$/ MO= Monthly Price Per Location
 N/A= No scheduled pick-up for carts (Rental)

Casters on Frontload containers - \$30 per month per container
 Lock bars on containers - \$25 per month per container

ATTACHMENT B

Proposal
for
Travis County
Collection and Transportation of Recyclable
Materials
P120139-LD



TEXAS DISPOSAL SYSTEMS

Texas Disposal Systems, Inc.
P.O. Box 17126
Austin, Texas 78760
Tel (512) 421-1300
Fax (512) 421-1325
www.texasdisposal.com

August 13, 2012

ATTACHMENT B



TEXAS DISPOSAL SYSTEMS

TEXAS DISPOSAL SYSTEMS, INC. TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

P.O. Box 17126
Austin, TX 78760-7126
512.421.1300
512.421.1325 (FAX)
www.texasdisposal.com

August 13, 2012

Travis County Purchasing Agent
700 Lavaca St., Suite 800
Austin, TX 78701
Attn: Cyd Grimes, C.P.M., CPPO

Greetings:

We have received your complete Request for Proposal and would like the opportunity to submit the enclosed proposal for collection and transportation of recyclable materials. Texas Disposal Systems, Inc. (TDS) has the experience and capability to support and achieve the sustainability goals of Travis County. At first glance, it may seem hard for a waste services and recycling company to differentiate themselves substantially in the marketplace. I believe however, that as you read our proposal, you will find that TDS is the best qualified proposer to perform the recycling services for Travis County with a fresh new approach, as well as innovative ideas that truly add value to the County.

TDS is not "just another trash company". We desire to have a long-term partnership with Travis County. Other municipalities that TDS has partnered with have reported that their complaints have been reduced dramatically, the quality of service has improved, and the beautification of the municipality was an unexpected by-product of TDS service. TDS has a dedicated municipal team that is intimately aware of all aspects of your contract and is available to support you on a daily basis if necessary. TDS's improved access to advanced technology allows for information to be made available to Travis County from our Global Positioning System (GPS) which empowers the County and TDS to respond intelligently and immediately to your needs.

Other highlights that make TDS noticeably different and noticeably better are:

- *2011 City of San Marcos Green Business of The Year – Large business division*
- *1st Place in the Nation in Fleet Safety for TDS/TLM 2010*
- *Recipient of the Liberty Mutual 2008 Gold Award for DOT Crash Frequency*
- *Recipient of the Landfill Management Gold Award 2008, Solid Waste Association of North America*
- *Recipient of the "Environmental Greenbelt Award 2006", Austin Chamber of Commerce*

Attached is our proposal and supporting documents addressing the County's needs. We would appreciate the opportunity to meet with staff to discuss our proposal and answer any questions.

Respectfully,

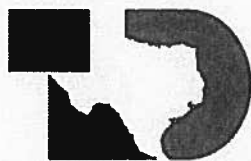
Jason Sanders, M.Ag.Ed.
Recycling and Compost Coordinator

TABLE OF CONTENTS

SECTION

1. EXECUTIVE SUMMARY
2. COMPANY OVERVIEW
3. TEXAS DISPOSAL SYSTEMS, INC.
4. QUALITY MANAGEMENT PROGRAM
5. RISK MANAGEMENT
6. REFERENCES
7. TRAVIS COUNTY RFP DOCUMENTS AND PRICING
8. ARTICLES/PUBLICATIONS/ EDUCATIONAL PIECES

ATTACHMENT B



TEXAS DISPOSAL SYSTEMS

EXECUTIVE SUMMARY

Texas Disposal Systems, Inc. (TDS) proposes to provide a full-service approach with emphasis on total quality service. Information about our history, local ownership, commitment to the community, record of environmental excellence, technological advancements, and more is included in this proposal.

35 Years Serving Central Texas

TDS has a long history of serving individuals, businesses, communities and school districts throughout Central Texas. Currently, TDS has municipal and school district contracts from as far West as Alpine and as far East as Sealy. We now service 30 municipal contracts and 6 school districts in Texas. Bob and Jim Gregory own and operate TDS, a business they started in 1977, which has grown to over 550 employees. The TDS management team consists of two owners, a Chief Operating Officer/Chief Financial Officer, and department managing directors (bios included) who have extensive experience in the waste services industry.

Exemplary Environmental Record

Many believe that our Austin/Creedmoor landfill is the benchmark for landfill operations in the state of Texas. The Texas Disposal Systems Landfill (TDSL) facility has been operating since 1991 and has never received a fine for a single environmental violation. In fact, our landfill has won many environmental awards. We hope this will give Travis County peace of mind in knowing that you are partnering with a company that has a long history of environmental excellence and high quality standards.

Innovative approach to Recycling

The TDSL facility is the first landfill in the State with a dual-use permit. This allows the disposal facility not only to dispose of waste, but to recycle wood waste, metals and other reusable items. Through these efforts, TDSL was able to divert 150,000 tons of wood waste annually. This process was highlighted in an episode of *This Old House* showing how we not only divert, but also make a useful product for resale in a truly closed-loop recycling system. Garden-Ville, a sister company to TDS, then sells chemical-free, naturally organic compost materials in garden centers, on the Web, and now at H-E-B stores throughout Central Texas. This material typically would have gone into other companies' landfills.

Street Appearance

TDS has won *Waste Age* awards for the best looking front-load and rear-load trucks. Our trucks highlight exotic animals like the ones on our property, and the overall color scheme of the trucks and containers blend in naturally with the environment.

GPS Tracking System on All Trucks

TDS has installed the latest hardware and software applications on all trucks that would service your County, all of which have GPS tracking devices built into them. Additionally, TDS utilizes onboard computer technology for customer verification at the route level. The onboard computer system also has extensive software that provides numerous reports, real-time customer service information for verification, and critical data for our Customer Care department. This information is available to you if

ATTACHMENT B

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necessary. Additionally, when you contact TDS, we will be able to see the location of all of the trucks that are servicing your County at that particular moment. This allows TDS to respond quickly by having a broad spectrum of information available to our dispatchers, Customer Care Representatives, and Travis County staff.

Equipment

TDS has a full fleet of collection equipment that will be used for this contract. Any additional equipment that may be needed will be purchased by TDS. TDS will provide all maintenance support and backup equipment as needed to serve the County.

Giving Back – Texas Style

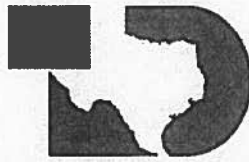
Many companies sponsor a single charity each year. TDS decided to take a different approach years ago. We built event facilities to host non-profit fundraising events for all types of non-profit organizations throughout Central Texas. This allows us to be involved with many worthy organizations in the area. We have hosted more than 1,600 events. We host these events at no charge, as a way of giving back to the community. To date, local non-profit groups have raised over \$18.8 million at events hosted at our facilities. TDS would be glad to assist the City in formulating a plan for you to utilize this facility for select events, based upon availability. Additional information and pictures are enclosed.

Exotic Game Ranch

TDS has an Exotic Game Ranch which is currently home to more than 2,000 animals who live in a protected sanctuary on our property. We provide scheduled school tours and other types of tours of our facilities, including the Exotic Game Ranch. We demonstrate on a daily basis that even around a working landfill, we can live in harmony with nature.

Summary

TDS has the ability, technology, commitment, and history to be a vital long-term partner with Travis County. TDS will bring added value to this contract and to the County.



TEXAS DISPOSAL SYSTEMS

SECTION 2
COMPANY OVERVIEW

- Description of Current Operations
- Length of Time in Business and Level of Experience
- Description of Corporate Entity and Structure of Business
- Awards and Recognition

ATTACHMENT B

Description of Current Operations

Texas Disposal Systems, Inc. (TDS) is a 35 year old, privately owned Texas Corporation with over 550 employees, and a fleet of trucks that provide residential, commercial, recycling, construction and industrial services.

TDS utilizes late model trucks and has a dedicated staff of mechanics available to work on equipment 24 hours per day. TDS has a preventative maintenance and inspection program for all vehicles. Any defects found during inspections are logged on a "Vehicle Condition Report" and submitted to the Maintenance Department for repairs. All of our trucks are properly licensed and permitted to operate in Texas.

Length of Time in Business and Level of Experience

Founded in 1977 by two brothers, Bob and Jim Gregory, TDS has become the largest independently owned solid waste disposal, recycling, and composting company in Central Texas. The company has progressively grown in size and depth of service over the years. Beginning in the construction waste market with roll-off trucks in the late 1970's, the company has added new services and expanded its area of service to include all of Central Texas and parts of West Texas. TDS has demonstrated its ability to help customers manage solid waste and recycling in an environmentally sound manner. Our recycling efforts have been in place for more than 30 years.

Corporate Entity and Structure of Business

Texas Disposal Systems, Inc. provides all basic services, which municipalities and businesses depend upon for their waste collection, disposal, composting, and recycling needs. The excellence and quality focus that TDS has developed has come directly from TDS's primary management team. As President and CEO, Bob Gregory stresses quality control and sustainability from a very personal perspective. As an owner, Mr. Gregory and his brother Jim are keenly aware that the company's ability to provide sustainable quality services requires an adequate return on investment. However, the customer satisfaction compliance history of the company demonstrates that the long-term integrity of the company is more important than short-term profit. As Director of Sales, Rick Fraumann stresses quality from a customer oriented and business management perspective. These two different motivators: long-term integrity and business management are a dynamic force in leading the company to ever increasing standards of quality and customer service.

In order to improve the environment for quality excellence, the leadership of TDS endears itself to the Golden Rule of "do unto others as you would have them do unto you." The leadership conducts itself in a manner that puts the safety and well-being of the employee in the forefront of decision making. The result is that our employees put the well-being and satisfaction of the customer in the forefront of *their* decision making.

Texas Disposal Systems, Inc.
A Texas Corporation
Bob Gregory – President and Chief Executive Officer
Jim Gregory – Vice President and Secretary

Contact Information:
Jason Sanders, M.Ag.Ed.
TDS Sales
(512) 421-1300

ATTACHMENT B

AWARDS & RECOGNITION

2011

San Marcos Chamber of Commerce
Green Business of The Year – Large business division

American Trucking Association
1st Place in the Nation in Fleet Safety for TLM and Acme Iron and Metal

2010

American Trucking Association
1st Place in the Nation in Fleet Safety for TDS/TLM 2010

Texas Motor Transportation Association
Texas Landfill Management – 1st Place - Intercity under 2.6 Million mile class 2010

Texas Motor Transportation Association
Texas Disposal Systems – 1st Place - Local 1-5 Million mile class 2010

2009

Liberty Mutual Gold Award
Worker's Comp – Lost Time Injury Rate

Liberty Mutual Gold Award
Fleet Safety

Texas Motor Transportation Association
1st Place Fleet Safety to TDS

Texas Motor Transportation Association
1st Place Fleet Safety to TLM

American Trucking Association
1st Place in the Nation in Fleet Safety for TDS/TLM

American Trucking Association
1st Place in the Nation in Fleet Safety for Acme Iron and Metal

American Trucking Association
1st Place in the Nation for Most Improved Safety Performance for TDS/TLM

2008

Landfill Management Gold Award
Solid Waste Association of North America

2006

Environmental Greenbelt Award
Greater Austin Chamber of Commerce

ATTACHMENT B

%

Good Neighbor Award **2005**
Texas Campaign for the Environment

State of Texas Environmental Excellence Award - Small Business **2002**
Texas Commission on Environmental Quality - TCEQ

National Recycling Coalition Outstanding Market Development
National Recycling Coalition, Washington, D.C.

Environmental Vision Award - Recycling & Waste Minimization
Austin Sustainable Business Council

Keep San Antonio Beautiful - 1st Place - Best Business Leader **2000**

Keep Austin Beautiful – Outstanding Business Leadership **1999**

Environmental Awareness Award - Private Enterprise **1998**
Environmental Board of the City of Austin

Business for an Environmentally Sustainable Tomorrow

Best of Innovation
City of Austin, Austin Chamber, Austin Business Journal

1st Place Recycling and Composting - Texas Organic Products **1997**
Recycling Coalition of Texas

1st Place Recycling - Texas Organic Products
Austin Corporate Recycling Council

Keep Austin Beautiful - Business Award of the Year

Keep Austin Beautiful - Outstanding Business Leadership

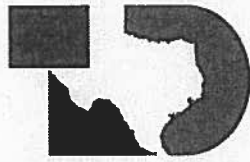
Keep America Beautiful - 2nd Place in Nation - Business/Industry **1996**

Keep Texas Beautiful - 1st Place in State

Best Environmental Commitment by Small Business

Keep Austin Beautiful – Business Award of the Year

ATTACHMENT B



TEXAS DISPOSAL SYSTEMS

SECTION 3 **TEXAS DISPOSAL SYSTEMS, INC.**

- Landfill Overview and Compliance History
- Material Recovery Facility (MRF) Overview
- TDS Exotic Game Ranch & Pavilion
- Monies Raised for Non-Profits
- Management Team

ATTACHMENT B**Landfill Overview and Compliance History**

The Texas Disposal Systems Landfill (TDSL) is located in Southeast Travis County, in southeast Travis County. TDSL is a 732-acre permitted Type I municipal solid waste landfill (TCEQ Permit #2123) located on a 1,750-acre site which includes a Material Recovery Facility (MRF), citizen's convenience center resale center, a brush shredding and composting facility, an educational facility, and an exotic game ranch with over 100 species and more than 2,000 animals. The landfill is one of the largest in Texas and currently has over 25 years of remaining capacity based on current annual volumes.

The TDS landfill was the first solid waste facility in Texas to receive a permit to build and operate a co-located Type I landfill, recycle and compost facility. The facility received its state permit in 1990 and opened in February 1991. The TDS Landfill and compost facility receives 2,000 to 3,000 tons of solid waste per day, operates around the clock five days per week, and is open to the public six days per week, from 7 a.m. to the earlier of 7 p.m. or dark.

The TDS Landfill has received local, state, and national recognition for its successful program of waste diversion from landfill disposal. TDS has demonstrated that a large scale landfill and compost facility can be a good neighbor and an asset to the local and regional community. Each year TDS operations divert thousands of tons of material from the landfill to be recycled or shredded and composted for reuse in the landscaping industry.

TDS offers a convenient citizen's drop off and resale center near the entrance to the landfill for safe, convenient disposal of waste without going to the working face of the landfill. Citizens can back up into designated slots and, with the necessary assistance of a TDS employee, unload their debris into Roll-off boxes located below. Not only is this convenient for citizens, it is safer and cleaner because citizens do not have to drive their vehicles into the active landfill disposal area. This also allows for a smaller landfill working face, which ensures the control of wind-blown waste, odor and vectors.

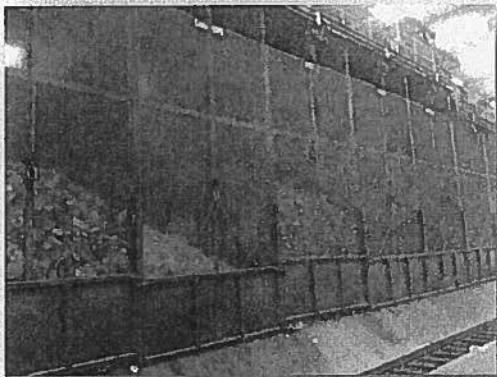
The TDS Exotic Game Ranch & Pavilion has hosted hundreds of charity, educational, and recognition events attended by thousands of individuals and has raised over \$18.8 million for non-profit organizations. The ranch pavilion complex was intentionally located directly downwind of the adjacent landfill and compost facility to demonstrate to the general public how well the landfill is managed.

TDS takes environmental compliance seriously. No environmental group has ever opposed any TDS project; including the permitting or opening of the TDS Landfill. In fact, numerous environmental groups have supported the permit and its expanded operations. As a result of our diligent efforts, TDS has never been assessed a fine or penalty related to the operation of a solid waste management facility.

ATTACHMENT B**Material Recovery Facility Overview**

The TDS Commercial Single Stream Materials Recovery Facility (MRF) opened in October 2010. The TDS MRF is large enough to handle materials on a region-wide basis. Our facility is 100,000 sq. ft. and has the capacity to process more than 30 tons per hour. The facility is able to receive, process, and market mixed paper and fiber products, corrugated cardboard, boxboard, plastics #1-7, aluminum containers, steel, and glass. The TDS Single Stream MRF can take all these materials in a comingled fashion, and sort them by material for resale. All materials are processed and baled on-site, and the facility is built in such a way that TDS can double the capacity.

The TDS Single Stream MRF is located in the Eco Industrial Park. This Eco Industrial Park will be used for manufacturing companies who utilize these raw materials in the manufacture of their end product. TDS is planning to have companies that utilize these recyclable materials on-site in the future, in order to help close the loop locally on these recycled materials. This will result in being less dependent on global commodity prices in order to sustain recycling efforts.

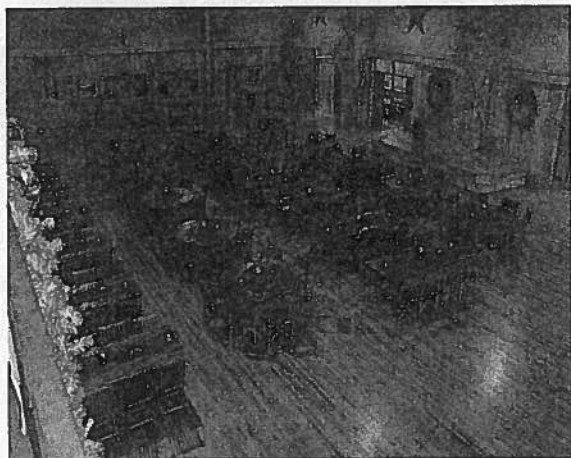
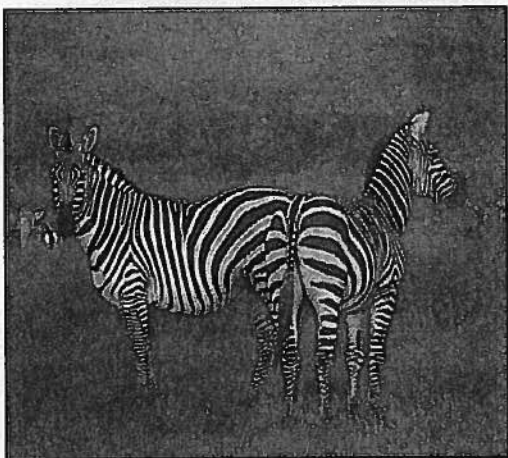


ATTACHMENT B

Exotic Game Ranch and Pavilion

The TDS landfill facilities and its Exotic Game Ranch and Pavilion have hosted hundreds of charity, educational and recognition events attended by thousands of individuals and has raised over \$18.8 million dollars for Central Texas non-profits.

The ranch pavilion complex was intentionally located directly downwind of the on-site landfill and compost facility.



ATTACHMENT B

COMMUNITY SERVICE EVENTS

January 2002 – December 2011

Texas Disposal Systems continues to demonstrate its community support through the donation of its Exotic Game Ranch and Pavilion to Central Texas non-profits.

Events
1,615

Attendance
207,116

Monies raised for Charity
\$18.8 Million

Partial Listing:

Agape Pregnancy Center
American Cancer Society
American Red Cross
Any Baby Can Gala
Austin Chicano Heulga
Austin Children' Hospital
Austin Children's Museum
Austin Police Department
Austin Woods & Waters
Advance Austin
Big Brothers & Big Sisters
Capitol Area Boy Scouts Council
Center for Child Protection
Central Texas CASA
Central Texas Children's Home
Del Valle ISD Adopt-a-School
Dell Children's Hospital
Disability Assistance of Central Texas
Do the Write Thing
Down Home Ranch
Dream Center
Ducks Unlimited
Fellowship of Christian Athletes
First Tee of Greater Austin
Goodwill Industries of Austin
Hays ISD Foundation
Int'l Border Energy Forum
Keep Austin Beautiful
Keep Texas Beautiful
Keep America Beautiful
Lance Armstrong Foundation

Leadership Austin
Leadership San Marcos
Life Care Network
Liver Foundation
March of Dimes
McBride Foundation
Milagros Children's Hospital
Ministry of Challenge
Mission Possible
Mobile Fish & Loaves
National Charity League
National Day of Prayer
Reach Out and Read
Rocky Mountain Elf Foundation
Ronald McDonald House
San Marcos Chamber of Commerce
San Marcos Hispanic Chamber
Seton Care-a-Van
Settlement Home Club
Shaken Baby Alliance
Special Olympics
Star of Texas Rodeo
Summit Christian Academy
Texas Hill Country Wine & Food
Texas Network of Youth Services
The Rise School of Austin
United Way Capitol Area
Wonders & Worries
Young Life
Young Men's Business League

ATTACHMENT B

TDS Management Team

Bob Gregory, President and CEO

Bob Gregory serves as chairman, president and principal owner for Texas Disposal Systems, Inc., Texas Disposal Systems Landfill, Inc., Texas Landfill Management, LLC, Texas Organic Products and Garden-Ville. He began the collection of solid waste in 1977 and he and his brother Jim incorporated TDS in January of 1978. At the time, the brothers had three generations of experience in the scrap-metal processing industry and the collective dream to build a company that would be respected within the community and the industry.

Through innovative ideas in landfill management and a desire to be the industry leader in customer service and environmentally safe practices, TDS has become the largest independently-owned solid waste collection, recycling/composting and disposal company in central Texas, and one of the largest in the nation.

Bob also owns Txalloy, Inc., d.b.a. Acme Iron and Metal Co., a full-service scrap metal processing facility. Txalloy is located in San Angelo, Texas.

Bob graduated from Central High School in San Angelo, Texas (1970) and holds a Bachelor's degree in Business from the University of Texas at Austin (1974). He served as a member of the state's Municipal Solid Waste Management and Resource Recovery Advisory Council from 1989 to 2007 and as its president for the last seven years. Bob has also served as chairman of the Texas Chapter of the National Solid Wastes Management Association (NSWMA) from 1991 to 2003 and serves on the board of directors of the Capital Area Council of the Boy Scouts of America. In 2008, Bob was appointed by Governor Rick Perry to the Texas (and Vermont) Low Level Radioactive Waste Disposal Compact Commission and served until September 2011.

The NSWMA honored Bob as the Member of the Year in 2000. He also received a Certificate of Appreciation from the Texas Water Commission (TWC) in recognition for his contribution to protect human health and the environment and his efforts towards developing municipal solid waste landfill regulations for the TWC in 1993. He served as chairman of the two statewide committees that oversaw the development of federally mandated landfill management regulations.

In 2010 Bob was inducted into the Environmental Industries Association (EIA) Hall of Fame, which is for industry leaders who over the course of more than 20 years have made significant contributions to the industry and their community.

The Capital Area Council of the Boy Scouts of America honored Bob with the Distinguished Citizen of the Year award which spotlights persons who have gone above and beyond to serve in leadership positions, and give back to a broad range of people in our community.

Bob has lived in Austin since 1971. He and his wife, the former Kay Rogers, of San Angelo, Texas, have been married since 1974 and have four children and four grandchildren.

ATTACHMENT B

Jim Gregory, Vice President and Secretary

Jim Gregory serves as co-owner, vice-president and secretary of Texas Disposal Systems, Inc., Texas Disposal Systems Landfill, Inc., Texas Landfill Management, LLC, Texas Organic Products and Garden-Ville, which has six retail stores in San Antonio, Austin, New Braunfels, Georgetown and San Marcos.

When Jim and his brother, Bob, started TDS back in 1977, they had only one truck, a strong desire and a dream to build a company that would be founded on strong Godly principles and that would be respected in their community as well as the waste industry. With the help of God and many dedicated employees, TDS has become one of the largest and most respected independent waste haulers in the nation.

Jim oversees the daily operations and management of the TDS landfill and the ranching operation. He also works alongside with the TDS operations division and Garden-Ville. He enjoys interacting with employees and always makes himself available to assist in troubleshooting, process analysis and other issues of daily operations. Jim works to ensure that TDS is a leader in the community and industry by motivating employees to excel and provide outstanding performance and service.

Jim holds a current Texas Commission on Environmental Quality Class A Solid Waste Technician Certification. Jim is an active member of the Environmental Industries Association, Detachable Container Association, National Solid Wastes Management Association, Texas Deer Association, Safari Club International and serves on the board of the Exotic Wildlife Association. He has received numerous awards for service and involvement from these various associations. Jim is also very involved in local church work throughout the Austin area.

After graduation from Central High School in San Angelo, Texas, Jim joined in the management of the family business, Acme Iron & Metal Company, which he helped build into a respected full-service scrap metal processing facility - where he worked until moving to Austin to help build Texas Disposal Systems.

Jim and his bride, Janet, were married in 1972 and have lived in Austin since 1977. They consider their two children, Jennifer and Justin, their "Greatest Accomplishment" and their two grandchildren, Zach and Dillon, their greatest "Joy in Life."

ATTACHMENT B

Tom Mistler, Chief Financial Officer, Chief Operating Officer

Tom Mistler serves as the Chief Financial Officer and Chief Operating Officer for Texas Disposal Systems and its affiliated companies. In this capacity, he is responsible for all financial, fiscal and information technology management aspects of the TDS operations, including leadership and coordination in the accounting, administrative, business planning, budgeting, financial reporting, operational reporting and acquisition efforts of the company, as well as treasury, banking and capital financing undertakings.

Tom has over 28 years of financial management experience in a variety of industries including construction, high tech, start-up, Big Four accounting and manufacturing environments. Originally from Kentucky, Tom received his Bachelor's degree in accounting from the University of Kentucky and his MBA degree from Xavier University in Cincinnati, Ohio. A Certified Public Accountant, Tom also serves on the Board of Directors for the Boys & Girls Clubs of the Austin Area.

Tom and his wife Jackie have been married since 1985 and have been blessed with three wonderful children. Son TJ is a student at the College of Charleston. Twin daughters Jenna and Taylor are students at St. Catherine University and Concordia University, respectively. An avid rose grower, Tom also enjoys golfing and running, having run multiple Austin marathons with his daughters.

Rick Fraumann, Director of Sales

Rick Fraumann has over 20 years of experience in the Waste Industry and has consistently been a top sales producer in the field for publicly owned companies. He has experience managing top producing sales teams in all facets of the industry and has a successful track record working with hauling operations, as well as landfill sales. Rick has also had the opportunity to train numerous sales representatives and managers in various selling skills courses throughout the Southeast and in Texas. He has worked in two of the largest and most competitive metropolitan markets in the South during his career. He brings a "hands on" approach and a wealth of experience to our Sales Team.

Rick was raised in Atlanta, Georgia, and went on to attend Asbury College in Wilmore, Kentucky. Rick enjoys reading and music - he is a musician, sings, plays piano, keyboard, and guitar. He also enjoys writing and recording music. Rick is most proud of his family who provide him with a great source of joy and strength. He has been married to his wife, Laura, for 22 years.

Rick considers it a blessing to work at what he considers to be the premier company in the waste industry - a company founded on Christian principles, and one which values character, integrity, and excellence.

ATTACHMENT B

Steve Wright, Director of Operations

Steve Wright is currently the Director of Operations for Texas Disposal Systems, Inc. (TDS) and its affiliated operating companies. Steve offices in Austin and manages the company's daily operations in Austin, San Antonio, Georgetown, Alpine and Southeast Texas. Mr. Wright has been in the Waste industry for over 19 years and has extensive experience in operations management, hazardous and medical waste management, and recycling facilities management.

Steve started in the waste management business as an Operations/Safety Manager on the Island of Maui, Hawaii for Browning-Ferris Industries, Inc. (BFI) and was later promoted to Island Manager. In addition to Texas Disposal Systems, Mr. Wright was with Florida based Waste Services, Inc., and California based CRR Waste, where he held the position of General Manager at both facilities.

Steve earned an Associate's degree in Automotive Technology at South Western Junior College in 1978 after serving in the United States Army from 1975 to 1977. Steve and his wife, Ana, have been married for 7 years and have a 5 year-old son.

Gary Newton, J.D., General Counsel

Gary Newton has served as general counsel for TDS since 1996. In this position, he represents TDS and its related entities on general legal issues with a special emphasis on legislative and regulatory affairs.

Gary's daily responsibilities at TDS include working on legislative activities, responding to issues related to the Texas Natural Resource Conservation Commission (TNRCC), civil litigation, and ensuring that the operations of TDS comply with state and federal regulations.

Prior to TDS, Gary was in private practice with a large Texas-based law firm, Jenkins & Gilchrist, P.C. He has extensive experience in advising clients in areas of environmental, legislative and regulatory law. He also worked on legislative affairs regarding solid waste and environmental issues for the Texas House of Representatives' Environmental Affairs Committee from 1985 to 1992.

Gary received a Bachelor of Business Administration in accounting with honors in 1980 from Southwest Texas State University and a law degree from the University of Houston in 1985. He is a member of both the State of Texas and American Bar Associations. Gary is also an associate member of the Texas Legislative Sportsman's Caucus, which promotes outdoor activities such as hunting and fishing. He actively participates in the National Solid Wastes Management Association (NSWMA) programs.

ATTACHMENT B

Angie Dietz, PHR, Director of The People Department

Angie Dietz serves as the Director of The People Department (formerly the Human Resource Department) for Texas Disposal Systems. She joined Texas Disposal Systems in May of 1997. She began her career at Texas Disposal Systems as the Executive Assistant to Bob Gregory, Chairman & CEO. Over the years, Angie Dietz has served as the Office Manager, Webmaster, HR Specialist, HR Manager, and was promoted to the Director of the newly titled HR department – The People Department, in late 2009.

Angie Dietz holds a Bachelor of Business Administration with a major in Management from Texas State University in San Marcos, Texas. She completed the Human Resource Management Program at the University of Texas at Austin. She accomplished her Professional in Human Resources (PHR) certification from the Human Resource Certification Institute (HRCI) in 2008. She continues to pursue additional knowledge in all areas of Human Resources.

Angie felt her calling was to work in Human Resources and is very thankful to have been given the opportunity in a place where she cares so deeply for her fellow workers. It is this commitment along with the knowledge she's acquired over the years that allow her to bring the "right" services to meet the needs of the employees of Texas Disposal Systems.

Angie Dietz and husband of 27 years, Cecil Dietz, have three children – Joshua, Justin, and Alexandra who range from ages 24 to 9 and individually serve as the couple's most important achievement in life.

Sarah Smith, Director of Customer Experience

Sarah Smith serves as the Customer Experience Director for Texas Disposal Systems. In this role, she leads departments that interact with our customers on a daily basis, including Customer Care, Billing, Accounts Receivables, Credit and Collections, as well as Account Processing teams. It is her priority that every one of our customers receives the highest quality customer service.

Sarah has over ten years of experience managing customer service and billing offices in both private and governmental entities. She has always had a strong desire to work for companies whose focus was one of environmental stewardship and community leadership, which is what drew her to Texas Disposal Systems.

Sarah completed her Bachelors of Science in Biology at Sul Ross University, which gave her an appreciation of the outdoors. She and her husband enjoy spending their free time hiking and camping in Colorado and plan to spend more time exploring the outdoors with their two daughters.

ATTACHMENT B

Mike Allgeier, Director of Information Technologies



Mike was one of the original drafting team members for the North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) Standards for the electric grids for North America. Mike has been the Vice President and President with the local Information Systems Security Association (ISSA) chapter, as well as served as their organizer and presenter at security conferences. Mike served in the Army and Army National Guard for a total of 16 years as an Intelligence Analyst and Special Agent. He was awarded the Purple Heart and received the Army Commendation Medal with Valor device for actions in combat.

Mike received a Bachelor of Arts in Homeland Security from the American Military University and is a graduate of the Joint Counterintelligence Training Academy. He also holds several IT and security certifications including: CISSP, CISM, CRISC, and ITIL v3.

Mike has three wonderful children, Chris, Megan and Sidney.

ATTACHMENT B



TEXAS DISPOSAL SYSTEMS

SECTION 4 **QUALITY MANAGEMENT PROGRAM**

- Service Plan
- Transition and Start-up Team
- Customer Care Center
- Onboard Computer Technology
- Institute of Information Technology (IIT)

ATTACHMENT B

SERVICE PLAN

Travis County

Collection

Texas Disposal Systems, Inc. (TDS) will provide a schedule for Single Stream recycling collection to all locations of Travis County listed in solicitation no. P120139-LD. TDS believes that by offering the services for Single Stream recycling to the County, the County will increase its landfill diversion rate, at the same time, create a more efficient and employee accepted recycling program. This will reduce the labor needed for recycling due to the ease and convenience of not having to separate the recyclables.

Vehicle Inventory

TDS will provide a full detailed inventory list for all collection vehicles. See the attached vehicle inventory list.

Equipment Repairs and Replacements

TDS is offering Travis County a new approach to recycling with Single Stream recycling carts and Single Stream Front-load dumpsters. TDS is responsible for the replacement and repairs for all TDS owned recycle carts and dumpsters. In the case that a Travis County owned recycle cart is damaged or needs replacement, TDS will negotiate the replacement value and repair at that time. All receptacles will be labeled for their intended use as either a recycling or waste receptacle. TDS has signage in both English and Spanish for all receptacles.

City of Austin Universal Recycling Ordinance (URO)

TDS's proposal for the County will follow all guidelines associated to the City of Austin's URO. TDS's proposal includes the use of recycling carts which provide convenient access to on-site recycling for the Travis County employees. The materials being offered for recycling, reach all specification in the City of Austin's URO. All TDS recycling receptacles will be properly labeled and secured to meet the contractor specifications for the City of Austin's URO.

Volume Reports and Requirements

TDS will provide Travis County with all necessary semi-annual and monthly reports. TDS's Single Stream recycling Front-load trucks are equipped with scales on their front forks. TDS will provide weight details for each Single Stream recycling Front-load dumpster that is serviced. TDS will also provide weight reports for the Single Stream recycling carts by calculating the percent of each truck load based on the number of Travis County carts serviced per truck load vs. the number of alternative carts serviced per truck load. TDS will supply Travis County with weight reports for all baled commodities. All TDS reports will illustrate monthly activities, running totals, quantity of materials processed, costs and net earnings, and Del Valle Correction Facility recycling weights. TDS will determine, along with Travis County, on how best to break out the recycling compositions between paper stock, aluminum and other materials.

Holidays

TDS may observe five holidays throughout the year. The holidays are as follows:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

ATTACHMENT B

Observance of the abovementioned holidays will not prevent TDS from maintaining the proposed collection schedules. Alternative schedules will be formulated and communicated in advance to Travis County.

Recycling Facilities

Recycling materials will be transported to the TDS MRF located in Creedmoor, TX.

Maintenance

In January 2003 TDS finished construction of its \$3,000,000 Austin Operations & Maintenance facility. The facility is operated 24 hours a day Monday – Saturday. TDS has a full staff of maintenance technicians diligently working 24 hours a day within a 25,000 square foot shop to ensure preventative maintenance schedules are current and that TDS's fleet of collection vehicles is in top condition. TDS guarantees it will not operate collection vehicles that leak oil, hydraulic oil or other matter. In the event a leak is discovered, TDS will assume responsibility of its negligence and clean up the spill within 48 hours of notification. In the event of a truck breakdown, TDS will provide all necessary equipment to continue servicing Travis County's recycling needs.

Quality Control

TDS adheres to strict and unsurpassed customer service standards. A Total Quality Management approach is the foundation for TDS's customer service standards. TDS's service standards are designed to be measurable and reportable through the industry's latest routing technology. TDS utilizes an onboard computer system that tracks numerous variables including vehicle location and speed using Global Positioning Systems (GPS), driver activity and customer conditions. Lastly, TDS employs experienced, customer-minded drivers and supervisors that are committed to delivering superior service.

Safety

Safety and accident prevention is a company-wide priority. TDS employs one (1) full-time safety officer who is responsible for administering a rigorous safety & training program, and ensuring the Company operates in the safest possible manner. TDS installs rear-vision cameras and back-up alarms on all route trucks. Additionally, TDS has the ability to monitor vehicle speed and driver activity through *the* onboard computer technology. This technology audits and route observations are also routine tasks for supervisors on a weekly basis.

Transition and Start-up Team

If TDS is selected as your service provider, we will immediately set up meetings with staff to discuss:

- Setting schedules for delivery of recycling containers.
- Coordinating with current providers recycling to make a smooth transition.
- How the staff wants reporting and to what specificity. The onboard computer systems and IIT programs can provide a number of reports that the County staff might find useful.
- How the staff and TDS will communicate on a day to day basis.
- Coordinating the dissemination of information to facilities on service days, collection requirements, level of service, holiday schedules and other pertinent information.

ATTACHMENT B

Customer Care Center

At Texas Disposal Systems we strive to provide one of the finest customer call centers in the solid waste management industry. When you become a TDS Customer, you have access to a staff of trained and dedicated individuals who can address any type of question or concern you may experience. Whether it is a billing question, request for an extra pick-up, change in service level or just a clarification on what is recyclable and compostable, the TDS Customer Care Call Center is available toll free to assist you from 7:00 AM to 5:30 PM five days per week.

At TDS, we believe our customers should always talk to a "live person" when they contact our offices. We utilize a Call Distribution System, so we can efficiently route calls to an available Customer Care Representative that can help assist the customer directly. A caller can opt to leave a message and expect a return call on the same day if received before 4:00 PM.

Services the TDS Customer Care Representative provides:

- Answering inbound calls from existing customers
- Creating accounts for new customers
- Entering work orders for requested services
- Accept payments
- Respond to billing and payment inquiries
- Working with customers to resolve concerns
- Checks voicemail and email messages and respond in a timely manner
- Digitally recorded calls for call quality monitoring

Our Municipal customers may prefer to be the first point of contact in their community for solid waste issues. For Travis County, we will assign a single point of contact, which will be available during normal County business hours. This contact person will respond to and resolve issues that are directed to TDS by a Travis County employee. At TDS it is our belief that all customers should only have to contact our offices once to get assistance to any issue.

By using call center technology and knowledgeable employees who understand that the customer is our biggest asset, TDS makes doing business as pleasant and as efficient as possible. By exceeding our customers' expectations with high quality service, we believe it makes TDS...

"Noticeably Different, Noticeably Better"

ATTACHMENT B

Onboard Computer System Technology

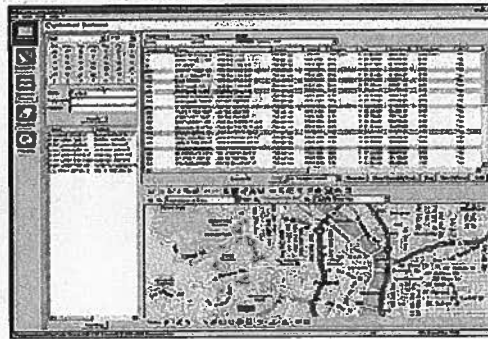
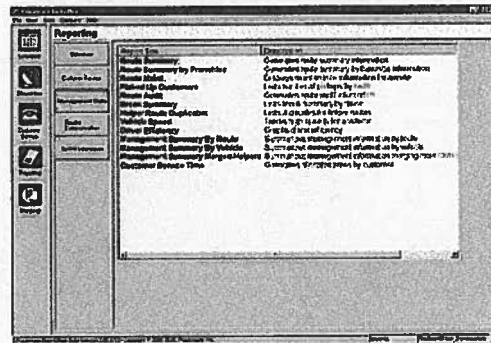
TDS utilizes GPS technology to improve route efficiency and customer service. TDS's onboard computer system is hardware and software specifically designed for the solid waste industry. This technology enables TDS to capture route specific activity, customer by customer, as well as vehicle location, vehicle activity (e.g., breaks, landfill trips, fuel stops) and mileage. By mapping out routes and having the ability to run custom reports, TDS is able to obtain timely business information to better manage our services.

Features	Benefits
GPS Monitoring	Knowing Truck Location Throughout the Day
Customer Activity	Item, Quantity and Pickup Time
Speed Monitoring	Verify Truck Speed During Route
Mapping	Verify Daily Truck Routing
Reporting	Customize Route Report Information
Container Information	Container Sizes and locations

DMS 5000™



Routeware Initiates Automated Service Verification



ATTACHMENT B

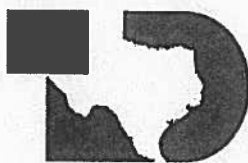
Institute of Information Technology (IIT)

In conjunction with the onboard computer program we employ IIT software that is designed to maximize routing efficiency. Some of the benefits of this program are:

- **Safety** – Enhanced driver safety with the integrated GPS module to locate, route, and track vehicles in real-time.
- **Routing** – Optimize complex Roll-Off customer routing scenarios. Support extensive and complex business requirements (container sizes, type of truck loads, compaction ratios, and time windows).
- **Operational Cost Savings** – Fewer truck routes, less miles traveled and less fuel consumed.
- **Productivity** – Increased productivity with automated route planning, scheduling, and assignment.
- **Dispatching** – Ability to send collection instructions in real-time.
- **Reporting** – Obtain management reporting on where recyclables were collected and when, and much more.

These benefits are important to Travis County because they will help keep costs under control. Fuel, labor and disposal are major contributors to the cost of collection. Onboard computer technology and IIT are tools that we use to help control those costs. They also help to serve as a measuring tool for our quality management program, as well as minimize the carbon footprint of TDS's service.

ATTACHMENT B



TEXAS DISPOSAL SYSTEMS

SECTION 5 **RISK MANAGEMENT**

Safety Program

Texas Disposal Systems, Inc. emphasizes the two important features of good risk management practice: training and compliance. TDS's commitment to training and compliance results in a sound operation that is noticeably different and noticeably better.

- **Best Practices** –TDS actively seeks better ways to improve its service delivery system. By identifying best industry practices and technologies and using them as benchmarks, TDS outpaces other companies in continually improving its operations. One recent example of TDS's proactive efforts includes the implementation of Global Positioning System onboard computer technology in our Central Texas fleet to provide timely status of fleet operation. The system provides unique and timely knowledge of current fleet status and feedback for continuous training and compliance improvement. A second example includes TDS's voluntary participation in the State of Texas Occupational Safety and Health Consultation program (OSHCON) compliance program. This program includes onsite inspection of facilities and safety practices and has documented TDS's record of strong risk management practices.
- **Employee Training** –TDS provides one (1) full-time Safety Officer with support from seasoned operational supervisors who is involved with the hiring, training and continuing education of our drivers and staff. Drivers are screened through safety drug tests, background checks and interviews prior to hiring to assure a workforce comprised of professional quality drivers. TDS requires that its drivers attend monthly safety meetings and provides video training centers and driving simulation equipment to manage risks to minimize many of the common accidents experienced by other trash service providers. Driver incentive programs are tied to safety training and performance.
- **Record Keeping** –TDS adheres to all Federal and State Department of Transportation rules and regulations. Compliance is monitored through an extensive record keeping system that extends in detail to the individual driver. Individual driver records are reviewed to assure for adherence to hours of service regulations and TDS policies.
- **Insurance** – TDS annually reviews the type and the amount of insurance needed to adequately protect our company and our customers. Underwriters are actually invited on site to personally view the operations and act as consultants to make sure that TDS is operating with sound risk management practices and insured by "A" rated established and reputable carriers by AM Best rated "A" insurance companies. These insurance companies specialize in insuring businesses such as TDS, which are involved in environmental risks. They also provide safety specialist for periodic training as requested by our Company.

ATTACHMENT B

- **Communication** –TDS recognizes that smart and open communication with employees, government agencies and customers has many benefits. Our customers have a full time Austin based Customer Care Call Center. Our truck drivers are equipped with cell phones to maintain constant communication with dispatchers for support and status of route feedback. Safety officers and supervisors perform unannounced individual road observations of operation and communicate results to drivers for compliance, training, and improvement. These communication systems make TDS noticeably different and better in preventing potential problems, complaints or disputes.
- **Emergency Response** – TDS has trained “First Responders”. Should an incident occur, TDS has trained responders for all types of emergencies. TDS has a special “response unit” on site which is loaded with every type of material and tool needed to cope with any emergency situation. TDS has a 24-hour operation so that emergencies can be handled immediately. Company Safety specialists are on call to respond to these emergencies. First responders are initially trained on emergency procedures and annual training class updates are conducted each subsequent year. In the event that an emergency arises that requires specialized equipment that TDS does not possess, we have vendor contacts that can be immediately dispatched to the emergency site.
- **Safety Plans** – Each TDS facility has a minimum of eight (8) and a maximum of 11 safety plans. These plans include:
 - ✓ Emergency Action Plan
 - ✓ Fire Prevention Plan
 - ✓ Personal Protective Equipment (PPE) Plan
 - ✓ Hazardous Communication Plan
 - ✓ Spill Prevention Control & Countermeasure (SPCC) Plan
 - ✓ Lockout Tag-out Plan
 - ✓ Respiratory Protection Plan
 - ✓ Truck Fueling Instructions
 - ✓ Non-permitted Confined Space
 - ✓ Exposure Control Plan
 - ✓ Hearing Conservation Plan

ATTACHMENT B



TEXAS DISPOSAL SYSTEMS

SECTION 6 REFERENCES

CONFIDENTIAL AND PROPRIETARY

1. AISD
5 years of service

Trish Compton @ 414-3208. We have worked with AISD over the last five years and have formed a great working relationship to provide great service to AISD.

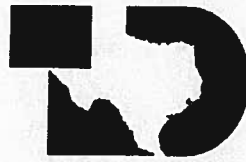
TDS has implemented a District-wide Single Stream recycling and composting program to all 121 schools within the District in January of 2011. AISD diverted over 4 million pounds of organic and recyclable materials in their first full school year of implementation.
2. Hays CISD
3 years of service

Rod Walls, Director of Facilities and GREEN TEAM Leader @ 512-268-2141 ext. 6089. Hays CISD was one of the first districts in the nation to implement a cafeteria composting program within its middle schools. Currently all elementary and middle schools are composting and the entire district is participating in the Single Stream recycling program.
3. City of Kyle
19 years of service

Lanny Lambert, City Manager @ 512-262-3923. Over the last year TDS implemented a pilot program and then contracted City-wide to use a 3 cart service to divert material from the landfill by recycling and composting at residents' homes. TDS and the City of Kyle residents increased our recycling diversion totals from 3% to 30% over the 9 month pilot program.
4. City of San Marcos
9 years of service

Jo Secrest, Public Services Program Coordinator @ 512-393-8036. Over the last 2 years, TDS has implemented Single Stream Recycling for all single family dwellings and successfully increased recycling totals by over 50%. Additionally, a multi-family recycling program was rolled out City-wide in February 2011 to all Multi-family residents.

ATTACHMENT B



TEXAS DISPOSAL SYSTEMS

SECTION 7 **Pricing and Rebate Structure**

Pricing Structure

TDS has developed a pricing structure that is efficient and easy for Travis County to apply to all of the listed locations in RFP P120139-LD Part 2 14.0. TDS believes that we can create a pick-up schedule that adds value to Travis County by reducing the number of pick-ups per location, and streamlining the locations with universal sized Single Stream recycling carts and Single Stream recycling Front-load dumpsters. Pricing for all locations is as followed-

Single Stream Recycling Front-load Containers

# Containers	Size (CY)	Service Frequency per Week	\$ per Container per Month
1	4	EOW	\$53
1	6	EOW	\$60
1	8	EOW	\$68
1	2	1	\$50
1	3	1	\$60
1	4	1	\$70
1	6	1	\$80
1	8	1	\$90
1	4	2	\$150
1	6	2	\$180
1	8	2	\$200

EOW-Every other week

Single Stream Recycling Carts- 65 Gallon to 96 Gallon

# Carts		Service Frequency per Week	\$ per Cart per Month	Unit	\$ Mo Low #	\$ Mo High #
1	Cart	EOW	\$12	each cart	\$12	-
1	Cart	1	\$25	each cart	\$25	-
2 to 5	Carts	EOW	\$11	each cart	\$22	\$55
2 to 5	Carts	1	\$23	each cart	\$46	\$115
6 to 10	Carts	EOW	\$10	each cart	\$60	\$100
6 to 10	Carts	1	\$17	each cart	\$116 Minimum	\$170

ATTACHMENT B

11 to 20	Carts	1	\$15	each cart	\$171 Minimum	\$300
21 to 30	Carts	1	\$13	each cart	\$301 Minimum	\$390
31 to 40	Carts	1	\$11	each cart	\$391 Minimum	\$440
41 to 60	Carts	1	\$9	each cart	\$441 Minimum	\$540

EOW- Every other week

Vertical Baler - \$150 per month rental

Bale pickup- No charge

Compactor Haul- Single Stream Recycling= \$200 per haul

7.1 MIXED PAPER, ALUMINUM, CORRUGATED CONTAINERS, PLASTIC, AND GLASS

7.1.1 Offered Price

7.1.1.1 Indicate in dollars per ton the price to be paid to the County for each type of recyclable material, **AND/OR**

7.1.1.2 Indicate in percentage of market price to be paid to the County for each type of recyclable material.

ITEM	7.1.1.1 PRICE PER TON	7.1.1.2 PERCENTAGE OF MARKET PRICE
A. Mixed Office Paper	\$0	0 %
B. Shredded Paper-	\$0	0 %
C. Aluminum		
C.1. Bins (loose)	\$0	0 %
C.2 Bagged-	\$0	0%
D. Baled Corrugated Containers (Del Valle)	\$0	86%*
E. Loose Corrugated Cardboard	\$0	0%
F. Plastic 1# and 2#	\$0	0%
G. Glass	\$0	0 %

ATTACHMENT B

Market Quotations - Indicate the markets upon which your proposal is based and their current prices for each recyclable material.

Travis County

RFP P120139-

LD

Cardboard (OCC #11)-

\$/ton

Index: Official Board Markets, SW Region, High Side

One Year History - Official Board Markets SW Region, High

Month - Year	High
Jul-11	\$ 165.00
Aug-11	\$ 170.00
Sep-11	\$ 170.00
Oct-11	\$ 165.00
Nov-11	\$ 155.00
Dec-11	\$ 100.00
Jan-12	\$ 115.00
Feb-12	\$ 125.00
Mar-12	\$ 130.00
Apr-12	\$ 130.00
May-12	\$ 120.00
Jun-12	\$ 105.00
Jul-12	\$ 95.00
Aug-12	\$ 75.00

*Contamination levels shall not exceed 5% without Travis County incurring price down grades.

ATTACHMENT C

Attachment C

GENERAL PROVISIONS

1.0 GENERAL DEFINITIONS:

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.4.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit, attached to this Contract as Exhibit F.
- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.7 "County means Travis County, Texas, a political subdivision of the State of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

ATTACHMENT C

- 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
- 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 **GENERAL CONDITIONS:**

Contractor represents that it has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the contract documents.

3.0 **CONTRACTOR CERTIFICATIONS:**

Contractor certifies that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.

ATTACHMENT C

4.0 **DISPUTES AND APPEALS:**

The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

5.0 **FUNDING:**

Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The fiscal year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

6.0 **FUNDING OUT:**

Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

7.0 **INVOICING/PAYMENTS:**

ATTACHMENT C

- 7.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- 7.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor
P.O. Box 1748
Austin, Texas 78767

- 7.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.
- 7.4 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
- 7.5 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

8.0 **DISCOUNTS:**

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check, or warrant.

9.0 **OFFICIALS NOT TO BENEFIT:**

If a member of the Commissioners Court belongs to a cooperative association, the county may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

ATTACHMENT C

10.0 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 ASSIGNMENT:

11.1 Assignment. Any rights or obligations under this Contract may only be assigned as specified and limited by Section 13.2 of the Software License Agreement.

11.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

11.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

12.0 FORCE MAJEURE:

If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion; sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

13.0 TERMINATION FOR DEFAULT:

Failure by either County or Contractor in performing any provisions of this Contract shall constitute a breach of Contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within

ATTACHMENT C

which to show cause why this Contract should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

14.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

15.0 **CHANGES:**

15.1 Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Contract in any one of the following:

15.1.1 Description of services;

15.1.2 Place of delivery;

15.1.3 Any aspect of contract to correct errors of a general administrative a nature or other mistakes, the correction of which does not affect the

ATTACHMENT C

scope of the contract and does not result in expense to the Contractor.

- 15.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this Contract or any attachments to it unless expressly granted that authority by the Commissioners Court.
- 15.3 If any change under 15.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Contract. The Contractor must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.
- 15.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

16.0 COUNTY ACCESS:

Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

17.0 SUBCONTRACTS:

- 17.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.
- 17.2 If a subcontract is approved, Contractor must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity

ATTACHMENT C

to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

18.0 **MONITORING:**

County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Contract, and of the adequacy and timeliness of Contractor's performance under this Contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

19.0 **CIVIL RIGHTS/ADA COMPLIANCE:**

Contractor shall provide all services and activities required by this Contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

20.0 **GRATUITIES:**

County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

21.0 **FORFEITURE OF CONTRACT:**

21.1 Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

21.1.1 Contractor was doing business at the time of submitting its proposal or

ATTACHMENT C

had done business during the 365 day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons if Contractor has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this Contract; or

21.1.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days commencing business with that Key Contracting Person.

22.0 NOTICES:

22.1 Any notice required or permitted to be given under this Contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

22.2 The address of County for all purposes under this contract shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail with return receipt is not required):

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

22.3 The address of the Contractor for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

22.4 Each party may change the address for notice to it by giving notice of the change in compliance with 22.0.

23.0 CONSTRUCTION OF CONTRACT:

ATTACHMENT C

- 23.1 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.
- 23.2 Severability. If any portion or portions of this Contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 23.3 Headings. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- 23.4 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday October until 2:00 o'clock a.m. on the first Sunday of April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first Sunday April until 2:00 o'clock a.m. on the first Sunday of October.
- 23.5 Gender and Number: Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.
- 24.0 ENTIRE CONTRACT:**
- All oral and written agreements between Contractor and County relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.
- 25.0 CONTRACTOR INDEMNIFICATION:**
- To the extent permitted by law, Contractor shall indemnify County, its officers, agents, and employees.
- 26.0 ADDITIONAL GENERAL PROVISIONS:**
- 26.1 Contractor must comply with all federal and state laws and regulations, city and county ordinances, orders, and regulations, relating in any way to this Contract.

ATTACHMENT C

- 26.2 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 26.3 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- 26.4 Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the portion of the amount owing to it under this contract that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

27.0 **DESIGNATED COUNTY HOLIDAYS:**

No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. The designated holiday schedule is published on the Travis County website at <http://co.travis.tx.us>.

28.0 **MEDIATION:**

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

29.0 **CONFLICT OF INTEREST QUESTIONNAIRE:**

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the

ATTACHMENT C

County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

30.0 **NON-WAIVER OF DEFAULT:**

30.1 The waiver of a breach of any term or condition of this Contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Contract unless expressly granted that specific authority by Commissioner Court.

30.2 All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

31.0 **CERTIFICATION OF ELIGIBILITY:**

Contractor certifies that at the time of submission of its offer, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that it has not been placed on this list between the time that its offer was submitted and the time of execution of this contract. If the Contractor is placed on the list during the term of this contract Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this Contract for default.

32.0 **INSURANCE AND LIABILITY:**

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.

ATTACHMENT C

(iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**

(v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form	Not Required
---------------------	--------------

Worker's Compensation: Statutory



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M, CPPO., Purchasing Agent

700 Lavaca St., Suite 800 □ Austin, Texas 78701 □ (512) 854-9700 □ Fax (512) 854-9185

July 23, 2012

Dear Proposers:

You are invited to submit proposals in accordance with the attached requirements packet, Request For Proposal (RFP) #P120139-LD, for the Collection and Transportation of Recyclable Materials for Travis County, Texas. All proposals must be submitted with an **Original and three (3) copies** to the Travis County Purchasing Agent, 700 Lavaca St., Suite 800, Austin, Texas 78701, no later than **3:00 P.M., August 13, 2012**. Proposals will be opened at 3:00 P.M., August 13, 2012.

For any information related to this RFP, Proposers may only contact Cyd Grimes, Purchasing Agent; Bonnie Floyd, Assistant Purchasing Agent; or Loren Breland, Purchasing Agent Assistant III. Contact with any other person associated with this RFP may result in disqualification of the proposal.

NOTE: During this procurement process, potential Proposers SHALL NOT contact individual members of the Travis County Commissioners Court regarding this solicitation. Any such contact may result in disqualification of the proposal. Any questions relating to these requirements should be directed to Cyd Grimes, Travis County Purchasing Agent.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR PROPOSAL
COLLECTION AND TRANSPORTATION
OF RECYCLABLE MATERIALS
RFP #P120139-LD
DO NOT OPEN IN MAILROOM**

Your consideration of this proposal request is appreciated.

Sincerely,
TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M, CPPO.
Purchasing Agent

CVG:LD:jig
Atch

ATTACHMENT D

TABLE OF CONTENTS

<u>PART & SECTION TITLE</u>		<u>PAGE</u>
TABLE OF CONTENTS		1-2
PART I	GENERAL REQUIREMENTS	3-14
Section A	- General Information	3-6
Section B	- Required Documentation	6-7
	- Ethics Affidavit (Attachment 1)	8
	- List of Key Contracting Persons (Exhibit A)	9-10
	- Affidavit (Attachment 2)	11
	- HUB Declaration of Eligibility	12
	- List of Certified HUB Subcontractors	12
Section C	- Evaluation Process	13
Section D	- Negotiations	14
PART II	SPECIFIC REQUIREMENTS	15-22
1.0	- Objective	15
2.0	- Requirements for Proposal	15-17
3.0	- Training	18
4.0	- Identification	18
5.0	- Notification of Transport	18
6.0	- Requirements	18-19
7.0	- Revenue Schedule	19
8.0	- Scope and Classifications	20
9.0	- Objectives	20
10.0	- Material Requirements	20-21
11.0	- Material Delivery	21
12.0	- Recording and Payment Requirement	21-22
13.0	- Performance Requirement	22
14.0	- Pick Up Location	222-24
PART III	SPECIAL PROVISIONS	25
1.0	- Term of Contract	25
2.0	- Option to Extend	25
3.0	- Scope of Contract	25
4.0	- Method of Award	25
5.0	- Safety Questionnaire (Attachment B)	25
PART IV	GENERAL PROVISIONS	26-36
1.0	- General Definitions	26-27
2.0	- General Conditions	27
3.0	- Contractor Certifications	27

TABLE OF CONTENTS (Continued)

PART & SECTION TITLE	PAGE
4.0 - Disputes And Appeals	27
5.0 - Funding Out	27
6.0 - Funding	27-28
7.0 - Reserved	28
8.0 - Invoicing/Payments	28
9.0 - Discounts	28
10.0 - Officials Not To Benefit	28
11.0 - Covenant Against Contingent Fees	28-29
12.0 - Assignment	29
13.0 - Force Majeure	29
14.0 - Termination For Convenience	29
15.0 - Termination For Default	29-30
16.0 - Changes	30
17.0 - County Access	30-31
18.0 - Reserved	31
19.0 - Monitoring	31
20.0 - Assignment of Contract or Mortgage	31
21.0 - Civil Rights/ADA Compliance	31
22.0 - Gratuities	31
23.0 - Forfeiture Of Contract	31
24.0 - Notices	31-32
25.0 - Construction of Contract	32
26.0 - Entire Contract	32-33
27.0 - Contractor Liability, Indemnification and Claims Notification	33
28.0 - Insurance and Liability	33
29.0 - Additional General Provisions	34
30.0 - Designated County Holidays 2008	34
31.0 - Mediation	34
32.0 - TIN Required	34-35
33.0 - Non-Waiver of Default	35
34.0 - Certification of Eligibility	35
35.0 - Conflict of Interest Questionnaire	35
Signature -	36
Page	
Attachment A- Safety Questionnaire (2 Pages)	37-38

**TRAVIS COUNTY
REQUEST FOR PROPOSAL (RFP)
COLLECTION AND TRANSPORTATION
OF RECYCLABLE MATERIALS
RFP P120139-LD**

PART I - GENERAL REQUIREMENTS

PART I, SECTION A - GENERAL INFORMATION

- 1.0 **PURPOSE:** Travis County Commissioners Court is requesting proposals from qualified firms for providing Receptacle Placement, Collection, and Transportation of Recyclable Materials for Travis County, Texas.
- 2.0 **INCURRED EXPENSES:** There is no expressed or implied obligation for Travis County to reimburse Proposers for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all responsible Proposers.
- 3.0 **SUBMISSION OF PROPOSAL:**
 - 3.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS THREE (3) COPIES** of it must be received by **August 13, 2012 @ 3:00 p.m.**, in the office of the Purchasing Agent. All proposals must to be addressed to:

**Cyd Grimes, C.P.M., CPPO
Travis County Purchasing Agent
700 Lavaca St, Suite 800
Austin, Texas 78701**

- 3.2 The envelope in which the proposal is enclosed must be marked:

**SEALED PROPOSAL
COLLECTION AND TRANSPORTATION
OF RECYCLABLE MATERIALS
RFP P120139-LD**

DO NOT OPEN IN MAILROOM

- 3.3 Proposals submitted by electronic transmission will not be considered; however, proposals may be modified by electronic transmission if the notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by that amendment.

- 4.0 **LATE PROPOSALS OR MODIFICATIONS:** Proposals and modifications received after the time set for the proposal submission will not be considered.
- 5.0 **WITHDRAWAL OF PROPOSALS:** A proposal may not be withdrawn or cancelled by the Proposer without the permission of Travis County Commissioners Court for a period of ninety (90) days following the date designated for the submission of proposals, and a Proposer agrees to this by submitting a proposal.
- 6.0 **POINTS OF CONTACT:** Information regarding the purchasing process, the contents of this RFP, or questions concerning the technical requirements in Part II may be obtained from Loren Breland, Purchasing Agent Assistant, Travis County Purchasing Office, 700 Lavaca St., Suite 800, Austin, Texas, telephone (512) 854-4854. Mention the RFP number at the top of this page.
- 7.0 **CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS:** If any person contemplating submitting a proposal is in doubt as to the true meaning of the requirements or other documents or any part of them, that person may submit questions to the Purchasing Agent no later than TEN CALENDAR DAYS PRIOR to the time the proposal is due. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Amendment issued by the Purchasing Agent. A copy of such RFP Amendment will be mailed or delivered to each person that received a solicitation from the Travis County Purchasing Agent.
- 8.0 **GENERAL CONDITIONS:** Proposer shall thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposal must set forth accurate and complete information as required by this RFS (including attachments). No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to the Proposer.
- 9.0 **ETHICS POLICY:**
- 9.1 County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that County considers to be influential in this contract are called Key Contracting Persons and are listed in the Exhibit A to the Affidavit at the end of Part I. The transactions that are covered by the Ethics Policy are those that involve the following:
- 9.1.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or
- 9.1.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- 9.1.3 but do not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public.

This policy requires a Proposer to inform Travis County of covered transactions with the Key Contracting Persons that have occurred in the year before they submit their proposals and to swear and submit the affidavit at the end of this section with their proposal. This policy also requires the selected Proposer to inform County of covered transactions with the Key Contracting Persons that occur at any time during the contract. If the selected Proposer does not comply with these information requirements, the selected Proposer must continue to perform the contract and forfeit all of the benefits of the contract as provided in 23.0 of the General Provisions in Part IV.

10.0 HUB PROCUREMENT PROGRAM

- 10.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation with an Overall 14.1% Minority-Owned Business Enterprise (MBE) goal and an Overall 15.0% Women-Owned Business Enterprise (WBE) goal (*Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian-American*) to be observed by the County in its award of contracts and subcontracts to certified HUBs.
- 10.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent, may result in termination of this contract.
- 10.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.
- 10.4 The following section identifies the specific procedures to be followed with respect to this solicitation for proposals in compliance with the HUB Procurement Program.

10.5 SECTION 1 - HUB PURCHASES

10.5.1 To be eligible under this program, HUB Proposers and subcontractors must:

10.5.1.1 Be certified as HUB, M/WBE or DBE source by:

- (A) City of Austin Municipal Government,
- (B) Texas Unified Certification Program, or
- (C) State of Texas Building and Procurement Commission

10.5.1.2 Have on file in the Travis County Purchasing Office a proper Bidder's Application.

10.5.1.3 Identify the certifying agency and Item/Service for which is certified.

- 10.5.1.4 Obtain County approval of all proposed HUB subcontractors through the Purchasing Agent.
- 10.5.1.5 Complete the HUB Declaration form in this RFP package.
- 10.5.2 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized. (See also Par. 7.0, "CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS" in Part I, General Requirements, of this RFP.)

PART I, SECTION B -REQUIRED DOCUMENTATION

- 1.0 The following documentation must be submitted with the proposal. Paragraph 2.0 describes documentation that will be used in the evaluation of the proposals. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by the RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL WHICH DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.**
- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with a **master (marked original and with original signature) and three (3) copies**. They are to include the following:
 - 2.1 Title Page

Title page must show the RFP subject; the Proposer's name; the name, address, and telephone number of a contact person; and the date of the proposal.
 - 2.2 Transmittal Letter

A signed letter must briefly address the Proposer's understanding of the work to be done, the commitment to provide the services required, and a statement explaining why the Proposer believes itself to be best qualified to provide the services detailed within this RFP document.

2.3 Detailed Proposal

The detailed proposal must address the ability to provide each requirement as set forth in Parts II through IV of this RFP. See especially Part I, Section C, item 3.0, Evaluation Factors and Award Criteria for information required. The description must include the services the Proposer is proposing to provide.

2.4 Proposer References

The Proposer must furnish at least three (3) references for whom the Proposer has performed similar recycling services within the last five (5) years. These references must include the name, address and telephone numbers of a representative to contact.

2.5 Description of Proposer

The description must include the full legal name of the Proposer, the number of employees both inside and outside of Travis County, and description and location of service facilities and a description of Proposer's entity status.

3.0 Proposer must submit the following documents with the proposal:

- 3.1* Signed and Notorized Ethics Affidavit (Attachments 1 & 2)
- 3.2* Historically Underutilized Business (HUB) Declaration (Attachment 3)
- 3.3* List of Certified HUB Subcontractors (Attachment 3)
- 3.4 List of References
- 3.5 All other information required by this RFP

* These documents are included as attachments to this Part I, Section B.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proposer: _____
County of Proposer: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on ____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires:

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
July 18, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicita Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications.....	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division.....	Vacant	
Attorney, Health Services Division.....	Prema Gregerson	

Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV.....Vacant
 Purchasing Agent Assistant IV.....Lee Perry
 Purchasing Agent Assistant IV.....Jason Walker
 Purchasing Agent Assistant IV.....Richard Villareal
 Purchasing Agent Assistant IV.....Patrick Strittmatter*
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV.....George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV.....John E. Pena, CTPM
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III.....David Walch
 Purchasing Agent Assistant III.....Michael Long, CPPB
 Purchasing Agent Assistant III.....C.W. Bruner, CTP
 Purchasing Agent Assistant III.....Rosalinda Garcia
 Purchasing Agent Assistant III.....Loren Breland, CPPB
 Purchasing Agent Assistant III.....Nancy Barchus, CPPB
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant II.....Jayne Rybak, CTP
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis
 TNRChristina Jensen
 TNRKeith Coburn
 TNR.....Shaun Auckland

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV.....	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget	Rodney Rhoades.	08/19/12
Purchasing Agent Assistant IV.....	Diana Gonzalez	12/16/12
Director, Health Services Division.. ..	Beth Devery	03/09/13
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M....	03/14/13

* - Identifies employees who have been in that position less than a year.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this RFP is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this RFP is due with any key contracting person.

Attachment 2

ATTACHMENT D

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

Overall MBE Goal: 14.1%; **Sub-goals:** 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American **Overall WBE Goal:** 15.0%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: _____

Certified as a HUB or an MBE/WBE/DBE source: Yes No HUB Status (Gender & Ethnicity): _____

If yes, by whom: State of Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/embl; City: www.ci.austin.tx.us/purchasing; TUCP: www.tucp.org

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____ % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

PART I, SECTION C – EVALUATION PROCESS

- 1.0 **PRE-AWARD SURVEY:** After proposal opening and prior to award, County reserves the right to make a pre-award survey of Proposer's facilities and its operations to be used in the services and performance of this work. Proposer agrees to allow all reasonable requests for inspection of such facilities or operations with two (2) working days advance notice. Failure to allow an inspection is cause for rejection of a proposal as non-responsive. County reserves the right to reject facilities or equipment as unacceptable for performance as a result of the pre-award survey.
- 2.0 **PROPOSAL DISCLOSURE:** Proposals will be opened so as to avoid disclosure of the contents to competing Proposers. They will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Proposal, information that qualifies as trade secrets and confidential information under the Texas Public Information Act will remain confidential.
- 3.0 **EVALUATION FACTORS:** Travis County will consider many evaluation factors, of which revenue is only one factor. Evaluation factors are listed in order of importance:
- | | <u>Points</u> |
|--|---------------|
| 3.1 Demonstrated experience in the recycling business and capacity to provide all the required services | 15 |
| 3.2 Competence, knowledge and experience of the individuals of the firm indicated by the total number years of applicable experience and the references provided | 10 |
| 3.3 Equipment and resources for collecting, transporting and processing materials | 20 |
| 3.4 Equipment and resources to provide repairs and necessary replacement of recycling receptacles at the locations identified in Section 14.0 as pickup locations. | 20 |
| 3.5 The type of waste streams accepted by the Contractor, including ease and convenience to the County (for instance, degree of source separation needed) | 20 |
| 3.6 Completeness and accuracy of the proposal in providing all information specified in the RFP | 10 |
| 3.7 Anticipated revenues to provide the purchase and transportation services of recyclable materials | 5 |
- 4.0 **METHOD OF AWARD:**
- 4.1 The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated proposal resulting from negotiation taking into consideration the relative importance of revenue and other evaluation factors in paragraph 3.0 above.
- 4.2 Prompt payment discounts will not be considered in evaluating proposals and making awards.
- 4.3 In considering the proposals, Travis County reserves the right to select one or more acceptable Proposers who offer contractual terms and conditions most favorable to Travis County.
- 4.4 Travis County reserves the right to award only a portion of the RFP.

PART I, SECTION D - NEGOTIATIONS**1.0 NEGOTIATIONS:**

- 1.1 The Purchasing Agent shall supervise all negotiations.
- 1.2 Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Those Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
- 1.3 Proposers may be required to submit additional data during the process of any negotiations.
- 1.4 Travis County reserves the right to negotiate the price and any other term with the Proposers.
- 1.5 Any oral negotiations must be confirmed in writing prior to award.

2.0 DEVIATIONS: Requirements stated in this RFP become part of the contract resulting from this RFP unless the Proposer requests a deviation. Any requests for deviations from these requirements must be specifically defined by the Proposer in the proposal. If accepted, the deviation becomes part of the contract. Travis County reserves the right to modify the requirements of this RFP.

3.0 REJECTION OF PROPOSALS: County may:

- 3.1 waive any defect, irregularity or informality in any proposal;
- 3.2 reject any proposal or any parts of any proposal;
- 3.3 accept proposals from one or more Proposers; or
- 3.4 procure the services in whole or in part by other means.

4.0 PROTESTS: Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing, within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

NOTE: PARTS II, III, IV, AND V, ALONG WITH THE CONTRACTOR'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.

PART II - SPECIFIC REQUIREMENTS

- 1.0 **OBJECTIVE:** Travis County's goal is to reduce the amount of its waste stream that must be disposed into area landfills by selling unsorted, sorted, or single stream recyclable materials to a Contractor who will pick up and transport those materials from various County pick up points.
- 2.0 **REQUIREMENTS FOR PROPOSAL:**
- 2.1 The Contractor shall be required to meet the following minimum qualifications. Failure to meet these requirements shall deem the respondent non-responsive and no further consideration for the award will be given. The Contractor shall:
- 2.1.1 Have been in the recycling business for a minimum of three (3) years.
 - 2.1.2 Accept pick up or delivery of recycling materials and recycling receptacles between the hours of 7:30 a.m. and 5:30 p.m., Monday through Friday, and from 8:00 a.m. till 11:30 a.m. on Saturdays.
 - 2.1.3 Provide the County the Contractor's emergency procedure policy, including vehicle breakdown back-up support.
 - 2.1.4 Provide information about other jurisdictions or businesses served (with contact persons).
 - 2.1.5 Show proof of license to transport recyclable materials, within the State of Texas.
 - 2.1.6 Provide current insurance certificates evidencing Contractor's insurance coverage.
 - 2.1.7 Provide information on whether it is or has been subject to any past or current law suits (and judgements), criminal charges (and dispositions), or notices of violation (and their disposition) connected to their performance of material recycling services.
 - 2.1.8 Provide a copy of its procedures and regulations manuals as these relate to the services to be provided to Travis County.
 - 2.1.9 Provide an inventory of its vehicles and maintenance operations to be used to provide services to Travis County.
 - 2.1.10 Submit proposals for materials in any or all of the listed categories (7.1.1 - 7.1.2) on the attached Revenue Schedules.
 - 2.1.11 Submit a description of its material handling operations with particular reference to vehicles and personnel.
 - 2.1.12 Submit the location of Contractor's facility(s) for collection, processing, storage, recycling,

waste disposal, and description of the degree of recyclable material separation and processing required of the County by the Contractor. Single stream options may also be considered.

- 2.1.13 Have the ability to provide replacement recyclable material receptacles or to repair existing recyclable material receptacles at each pickup location (Section 14.0), on an as-needed basis relating to reported problems with the functioning or capacity and wear and tear that occurs with existing recyclable material receptacles. The receptacles must include signage or stickers in English and Spanish. At the option of the Contractor, receptacles may collect either single-stream or source-separated recyclables. Any receptacles provided at the Travis County Correctional Complex must be of plastic construction, no metal or wire.
- 2.1.14 Follow the specific aspects of the City of Austin Universal Recycling Ordinance (URO) Rules. On November 4, 2010, the Austin City Council unanimously approved the modification of the current Commercial Multi-Family Recycling Ordinance (CMFRO) passed in 1999 and established the Universal Recycling Ordinance (URO) which becomes effective October 1, 2012.

The Universal Recycling Ordinance is designed to increase access to recycling and encourage waste reduction for businesses and multi-family properties within the Austin city limits. Benefits may include increasing the life of local landfills, decreasing trash disposal costs for businesses and multi-family properties, reducing the impact on the environment, and helping the City of Austin move towards the Zero Waste goal of reaching 75% diversion from landfills by 2020 and 90% diversion by 2040.

The URO requires that property owners provide convenient access to on-site recycling for residents, tenants, customers, and employees. Participation of each individual resident, tenant, customer or employee is voluntary but should be encouraged through regular education, proper signage, and conveniently located containers.

Convenient Access - Recycling dumpsters, carts, or other containers shall be located within 25 feet of existing trash collection containers to provide convenient access by tenants and facility maintenance personnel.

Containers located outdoors shall be covered or otherwise secured to prevent material from blowing, leaking or falling out, being stolen, and to protect the materials from vector populations and the elements.

Service providers and haulers supplying containers shall affix signs, stickers, or other placards to the containers provided to clearly differentiate recycling, landfill waste, and compost containers. These affixed labels shall not be removed by residents, tenants, or facility managers.

Containers larger than one (1) cubic yard shall include two types of signs or stickers affixed to the container:

18-inch round sticker or placard indicating "Landfill Trash", "Compostable" or "Recyclable" materials accepted.

24-inches by 18-inches sticker or placard that visually indicates the common types of materials accepted in each container.

Volume Reports – Due on or before Jan 30 (for reporting period July 1 – Dec 31) and July 30 (for reporting period Jan 1 – June 30) of each year. When the specified semi-annual report dates fall on a Saturday, Sunday or City holiday, the report is due on the next business day.

Containers used to collect materials should have adequate capacity and durability to function and meet the spatial constraints of the affected facility.

All containers provided by the service provider for recyclables, including compactors, shall be clearly labeled in at least English and Spanish.

- 2.2 In Fiscal Year 2011, Travis County collected approximately 13.3 tons of mixed office paper and corrugated cardboard monthly and the Del Valle Correctional Facility generated approximately 3.8 tons of corrugated cardboard monthly. Travis County also generates approximately 189 pounds of aluminum monthly. The following list includes categories of material that may be collected. Actual collection will be based on a combination that maximizes both material diversion and revenues. The County estimates the weight of materials to be sold per month under the contract as follows:
- 2.2.1 Mixed Office Paper and Corrugated Containers - 17 to 28 tons per month
 - 2.2.2 Shredded Paper – 18 to 22 tons per month
 - 2.2.3 Aluminum – 100 to 200 pounds per month.
** Contractor must note if credit will be given for loose aluminum from bins.
- 2.3 Travis County will select only one contractor; however the County makes no guarantee regarding quantity of material to be sold.
- 2.4 Contractor who cannot reasonably accommodate material deliveries as specified in Section 5.0 will not be considered for contract award.
- 2.5 The Contractor's facility shall be located within the Travis County limits. Travis County desires a facility located within this area to provide a cost-effective means of disposing of the recyclable materials collected.
- 2.6 The contractor shall provide a standard vertical bailer to Del Valle facilities. The bailer shall make a bale that weighs over 800 pounds and is 60" x 30" in dimension. This will facilitate the collection of corrugated cardboard at Del Valle facilities.
- 2.7 The contractor shall provide a compactor box for the 700 Lavaca facility.

3.0 TRAINING:

- 3.1 All employees of the Contractor involved in the pickup and transport of recyclable materials shall have a recycling background or have successfully completed a training program that focused on the proper handling of recyclable materials, the requirements of waste handling, and proper waste management, necessary to perform the duties specified herein.
- 3.2 Contractor shall provide documentation to show transporting agents have received complete training in all phases of recycling transport, and are properly licensed in accordance with all state and federal requirements.
- 3.3 Contractor shall provide the specific qualifications of its individual personnel.

4.0 IDENTIFICATION:

- 4.1 All employees of the Contractor involved in the pickup and transport of recyclable materials are required to dress in a professional manner.
- 4.2 All employees of the Contractor involved in the pickup and transport of recyclable materials must carry an ID that indicates information including, but not limited to: the company name, employee's name, photo, and physical description.
- 4.3 The Contractor shall furnish Travis County Correctional Facility and Gardner-Betts Juvenile Facility authorities complete identification (photocopies of Driver License, Social Security Number and Company I.D.) of all Contractor service representatives servicing the correction facilities systems.

Contractor's service representatives will be required to sign in and out with the on-duty supervisor when entering and leaving the Travis County Correctional Facilities and Gardner-Betts Juvenile Facility.

Contractor should be aware that special rules and regulations might apply to work performed at correctional facilities and juvenile facility. Contractor should endeavor to familiarize himself with procedures.

- 5.0 **NOTIFICATION OF TRANSPORT:** The Travis County Recycling Coordinator will notify the Contractor via email or fax of a scheduled/needed pickup. Upon receipt of the notification, the Contractor shall schedule the transport within the time period specified in the contract. The Contractor shall transport recyclables in the most appropriate mode of transportation.

- 6.0 **REQUIREMENTS:** On a monthly basis, the Contractor shall submit the following information to the Travis County Recycling Coordinator. The information will be provided prior to payment to Travis County for sale of recyclables.

1. Monthly Activity
2. Running Totals
3. Quantity of Materials Processed (Volume Report)
4. Breakdown of Paper Stock, Aluminum and other materials
5. Costs and Net Earnings

6. Del Valle Correction Facility recycling weights

7.0 **REVENUE SCHEDULE:** Contractor agrees to provide Travis County's requirements for Collection and Transportation of Recyclable Material from Travis County Facilities in accordance with the terms and conditions of this RFP at the stated prices. Proposals that include a percentage of market price will be evaluated based on the most recent one (1) year history for the index specified in Section 7.1.1.2 of the Revenue Schedule.

If the Contractor elects to use other markets than those specified in Part II - Section 7.1.1.2, a one year history of the prices of each market for use as an index must be provided. This history will then be averaged and compared to the average of the specified markets. If floor price represents a flat rate to be paid during the contract term, mark "not applicable" in section 7.1.1.2 in the offer sheet below.

PROPOSE ON ONE OR MORE OF THE FOLLOWING OPTIONS:

7.1 **MIXED PAPER, ALUMINUM, CORRUGATED CONTAINERS, PLASTIC, AND GLASS**

7.1.1 **Offered Price**

7.1.1.1 Indicate in dollars per ton the price to be paid to the County for each type of recyclable material, **AND/OR**

7.1.1.2 Indicate in percentage of market price to be paid to the County for each type of recyclable material.

<u>ITEM</u>	<u>7.1.1.1 PRICE PER TON</u>	<u>7.1.1.2 PERCENTAGE OF MARKET PRICE</u>
A. Mixed Office Paper	\$ _____	_____ %
B. Shredded Paper	\$ _____	_____ %
C. Aluminum		
C.1. Bins (loose)	\$ _____	_____ %
C.2 Bagged	\$ _____	_____ %
D. Baled Corrugated Containers (Del Valle)	\$ _____	_____ %
E. Loose Corrugated Cardboard	\$ _____	_____ %
F. Plastic 1# and 2#	\$ _____	_____ %
G. Glass	\$ _____	_____ %

Market Quotations - Indicate the markets upon which your proposal is based and their current prices for

each recyclable material.

8.0 SCOPE AND CLASSIFICATIONS:

8.1 Scope

The scope establishes the minimum requirements for the Receptacle Placement, Collection, and Transportation of Recyclable Materials collected from Travis County facilities. Included in these specifications are sections on Material Requirements, Material Delivery, Recording and Payment Requirements, and Performance Requirements.

8.2 Classification

The Contractor will be required to place recyclable material receptacles, transport (pick up), purchase and accept delivery of paper and containers generated by Travis County facilities.

Any variance to this specification shall be detailed in the responsive RFP submittal. Failure to do so shall be adequate grounds for rejection of the RFP. All deviations and alternatives shall be evaluated; however, failure to specifically comply with the RFP document shall be adequate grounds for RFP rejection.

9.0 OBJECTIVES:

9.1 Travis County's primary objective is to divert as much material as possible from landfills and reduce its disposal costs to the greatest possible extent. Therefore, consideration will be given to the types of material accepted by the Contractor(s), as well as the offered price.

9.1.1 If the Contractor wishes to guarantee revenue to the County for any material, a floor price may be specified. If a Contractor wishes to enter into a revenue sharing agreement with the County, an escalator price may be proposed under Column 7.1.1.2 with or without a floor price. Market references (7.1.2) must accompany all proposals under column 7.1.1.2.

10.0 MATERIAL REQUIREMENTS:

10.1 Available for purchase are the following materials collected by the County Facilities Recycling Program:

10.1.1 Mixed Office Paper - includes white and colored papers, coated and uncoated, including sorted white ledger, newspapers, magazines, kraft paper, envelopes with labels and plastic window, folders, note pads, adding machine and cash register tapes, ream wrappers, soft cover books and bound reports, NCR forms, posters, miscellaneous correspondence and blue print. Staples, paper clips, and rubber bands will be present. Other non-paper materials will not exceed one percent (1%).

10.1.2 Corrugated Cardboard (unbaled)

10.1.3 Aluminum - aluminum shall include aluminum cans and foil. Cans will usually not be

flattened. Aluminum will contain less than two percent (2%) by weight of contaminants such as glass, paper, plastic, and food.

10.1.4 Plastic- Includes but not limited to PET 1# and 2#

10.1.5 Glass- All types of glass.

10.1.6 Other materials in the County waste stream that the Proposer identifies to recycle, consistent with the objectives of Section 9.0.

11.0 MATERIAL DELIVERY:

11.1 All Materials to be transported by Contractor from County facilities shall be dumped or unloaded at Contractor's site. Unless otherwise specified, aluminum cans alone or commingled with other containers will be delivered in plastic bags and unloaded separately from the papers to be sold.

11.2 Materials shall be weighed at the Contractor's facilities upon delivery, using scales certified for commercial transactions. Scale tickets for each material purchased shall be provided to the County Recycling Coordinator and Contract Manager as instructed by County.

11.3 Contractor shall accept material deliveries between the hours of 7:30 a.m. and 5:30 p.m. Monday through Friday, and from 8:00 a.m. until 11:30 a.m. on Saturdays.

11.4 Contractor may utilize the existing receptacles provided by the County at the pickup locations but shall provide for the repair or replacement of the recyclable material receptacles when needed during the term of this contract.

11.5 The Contractor shall provide outside bins for collection of paper. All outside bins shall be secured and resist paper littering.

12.0 RECORDING AND PAYMENT REQUIREMENTS:

12.1 The Contractor shall pay the County for the material transported from County facilities based on tons delivered per month, with weights substantiated by certified scale tickets.

12.2 The Contractor shall assume responsibility for the disposal of all non-recyclable material delivered to the Contractor.

12.3 With each payment, the Contractor shall provide the following:

12.3.1. A tabulation of the quantity and price paid for each material purchased;

12.3.2. A tabulation of weights from certified scale tickets; and

12.3.3 A copy of the applicable market quotes to include the page header or footer with the journal name, date and page number.

12.4 Payment for each month's deliveries shall be due on or before the fifteenth of the following month.

12.5 The Contractor may have a floor escalator pricing structure. The floor price will be set for the length of the contract. The escalator price will be a percentage of the market quotations of published, public, or advertised market prices effective on the 10th day of the month. If the escalator price exceeds the contracted floor price, the escalator price will be the purchase price for that month. Under no circumstances will the purchase price drop below the floor price bid. Unless otherwise indicated in the RFP response, the escalator price will be based upon the following market prices:

12.5.1 Mixed Office Paper – Mill Trade Journal (MTJ) for the Recycled Market.

12.5.2 Corrugated Containers - Mill Trade Journal (MTJ) for the Recycled Market.

12.5.3 Aluminum - American Metal Market's average price per pound for Used Beverage Cans. Clean and Dry in the Houston area.

12.5.4 Plastic- average price per pound

12.5.5 Glass- average price per pound.

13.0 **PERFORMANCE REQUIREMENTS:** The Contractor will designate a contact person or persons who will be available during normal County business hours (Monday through Friday, 8 a.m. to 5 p.m.) to address any questions, problems or complaints associated with this contract. The Travis County Recycling Coordinator and Contract Manager will communicate with the Contractor.

14.0 **PICK UP LOCATIONS:** (Pick-up frequency may change)

Downtown: Twice a week pick up.

Counseling Services	-	1101 Nueces St.
Criminal Justice Center	-	509 W. 11 th Street
Ned Grainger (formerly Stokes)-		314 W. 11th St.
County Jail		500 W. 10 th St.
Gault Building	-	505 W. 11 th St.
Courthouse	-	1000 Guadalupe St. (behind building)
700 Lavaca	-	700 Lavaca St.
Rusk Building	-	910 Lavaca St.
USB Building	-	1010 Lavaca
Executive Office Building	-	411 W. 13th St.

Holt Building - 1001 Guadalupe St.
 Medical Examiner's Office - 1213 Sabine St.
 HHS - 5021 East Caesar Chavez

Austin Area: Once a week pick up.

Health & Human Services - 2201 Post Road
 Palm Square - 100 N. IH 35
 Juvenile Probation - 2515 S. Congress Ave.
 (Gardner Betts)
 South Congress Building - 2501 S. Congress Ave.
 Smith Road Facility - 1600 Smith Rd.
 Precinct One Tax Office - 4705 Heflin Ln
 Airport Blvd. -
 Tax Office - 5501 Airport Blvd.
 TCSO Ruiz Bldg. - 5515 Airport Blvd.

Del Valle Area: Once a week pick up except for Del Valle Correctional Complex which requires twice a week.

Del Valle Correctional - 3614 Bill Price Rd.
 Complex (twice a week with separate pick-up for cardboard)
 Smart Facility - 3404 S. FM 973
 South Rural Community Center- 3518 S. FM 973

Precincts and Satellite Offices: Once a week pick up.

Precinct 1 - 4717 Heflin Ln
 Precinct 2 - 10409 Burnet Rd
 Precinct 3 - 8656-B. Hwy 71 West
 Precinct 4 - 4011 McKinney Falls Parkway
 East Service Center - 6011 Blue Bluff Road
 West Service Center - 4501 FM 620 North

Satellite 3 - 14624 Hamilton Pool Road

Pflugerville

North Rural Community Center - 15822 Foothills Farm Loop

East Locations

East Rural Community Center - 600 W Carrie Manor Road

Starflight - 7800 Old Manor Rd.

East Command Center - 7811 Burleson-Manor Road

West Locations

West Command Center - 3800 Hudson Bend Road

Nootsie House - 9512 FM 620 N

Exposition Center: Once a week pick-up. (Separate pick-up for cardboard)

Exposition Center - 7331 Decker Lane.

***Additional facilities, locations and pick up times may be added by the County.**

PART III - SPECIAL PROVISIONS

- 1.0 **TERM OF CONTRACT:** This contract will be for a twelve (12) month period, with three (3) additional one (1) year periods, commencing upon award by the Travis County Commissioners Court, or September 2, 2012, whichever is later.
- 2.0 **OPTION TO EXTEND:** County may unilaterally extend this Contract for (i) three (3) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed fifty-one (51) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.
- 3.0 **SCOPE OF CONTRACT:** This is an Estimated Requirements contract. Award against this solicitation obligates the contractor to pick up the items ordered at the bid prices indicated for one (1) year from date of award. Pick-up of items under this contract may only be made within Travis County and only for the items covered by this contract.
- 4.0 **METHOD OF AWARD:** Travis County reserves the right to award on an "all or none" or "line item" basis to the responsible Proposer(s) submitting the highest revenue for the item(s) as specified in the Revenue Schedule.
- 5.0 **SAFETY QUESTIONNAIRE:** Proposer is required to complete the safety questionnaire (Attachment B) and return with proposal as a condition of consideration.

PART IV - GENERAL PROVISIONS**1.0 GENERAL DEFINITIONS:**

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.4.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent or her designee.
- 1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
 - 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
 - 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those

with whom business is conducted, and holding a title commensurate with that control.

- 1.9 "Recycling Coordinator" means the person identified by the Transportation & Natural Resources Department who acts as the primary point of contact with the Contracting Manager on carrying out day-to-day collection, receptacle placement, and reporting associated with the Contract.
- 2.0 **GENERAL CONDITIONS:** Contractor represents that it has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of coverage, and services as required by the contract conditions.
- 3.0 **CONTRACTOR CERTIFICATIONS:**
 - 3.1 Contractor certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. He further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.
 - 3.2 Contractor warrants that all applicable copyrights, patents, and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in this contract.
- 4.0 **DISPUTES AND APPEALS:** The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.
- 5.0 **FUNDING OUT:** Despite anything to the contrary in this contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this contract after giving Contractor thirty (30) days written notice that this contract is terminated due to the failure to fund it.
- 6.0 **FUNDING:** Funds for payment on this contract have been provided through the county budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable

future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this contract except for unanticipated needs or events, which may prevent such payments against this contract. However, county cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

7.0 RESERVED

8.0 INVOICING/PAYMENTS:

8.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

8.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor
P.O. Box 1748
Austin, Texas 78767

8.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.

8.4 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

8.5 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

9.0 **DISCOUNTS:** Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check or warrant.

10.0 **OFFICIALS NOT TO BENEFIT:** If a member of the Commissioners Court belongs to a cooperative association, the county may purchase services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11.0 **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no persons or selling

agency has been retained to solicit this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion, as applicable, to add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12.0 ASSIGNMENT:

12.1 Assignment. The parties to this contract shall not assign any of the rights or obligation under this contract without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this contract unless that specific authority is expressly granted by Commissioners Court.

12.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this contract if the assignment or transfer is made in compliance with the provisions of this contract.

12.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

13.0 FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

14.0 TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

15.0 TERMINATION FOR DEFAULT: Failure by either County or Contractor in performing any provisions of this Contract shall constitute a breach of Contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney

only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this Contract, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

16.0 CHANGES:

16.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this contract that do not result in premium changes in any one of the following:

16.1.1 Description of services;

16.1.2 Place of delivery or pickup locations;

16.1.3 Any aspect of contract to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

16.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that specific authority by the Commissioners Court.

16.3 If any change under 16.4 causes an increase or decrease in the cost, or time required for performance of any part of the work under this contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the contract. The Contractor must submit any "proposal for adjustment" within 30 days after the date of receipt of the written order.

16.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

17.0 COUNTY ACCESS: Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this contract. All required records shall be maintained until an audit is completed and all required questions arising there from are resolved, or 3 years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a

completed audit have not been resolved satisfactorily.

18.0 RESERVED

- 19.0 MONITORING:** County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this contract, and of the adequacy and timeliness of Contractor's performance under this contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.
- 20.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:** Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.
- 21.0 CIVIL RIGHTS/ADA COMPLIANCE:** Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 22.0 GRATUITIES:** County may terminate this contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
- 23.0 FORFEITURE OF CONTRACT:** Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:
- 23.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons if Contractor has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this Contract; or
- 23.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days commencing business with that Key Contracting Person.

24.0 NOTICES:

24.1 Any notice required or permitted to be given under this contract by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address set forth in this section.

24.2 The address of County for all purposes under this contract shall be:

Cyd Grimes, C.P.M., CPPO (or her successor in office)
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

24.3 The address of the Contractor for all purposes under this contract shall be the address shown in the Notice of Contract Award.

24.4 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

25.0 CONSTRUCTION OF CONTRACT:

25.1 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this contract is in Travis County, Texas.

25.2 Severability. If any portion of this contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

25.3 Headings. Headings and titles at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in construing this contract.

25.4 Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

25.5 Gender and Number: Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

26.0 **ENTIRE CONTRACT:** All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to

writing and are contained in this contract.

27.0 CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

28.0 INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person).....	\$500,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage.....	\$300,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$1,000,000.00
Property Damage.....	\$300,000.00

Excess Liability:

Umbrella Form.....Not Required

Worker's Compensation:Statutory

29.0 ADDITIONAL GENERAL PROVISIONS:

- 29.1 County may assign any of its obligations under this contract.
- 29.2 Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this contract.
- 29.3 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 29.4 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- 29.5 Despite anything to the contrary in this contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the portion of the amount owing to it under this contract that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

30.0 DESIGNATED COUNTY HOLIDAYS 2012: No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	2012
New Year's Day	Monday Jan2,.....2012
Martin Luther King, Jr. Day	Monday Jan16,.....2012
President's Day	Monday Feb.....20,.....2012
Memorial Day	Monday May ...28,.....2012
Independence Day	Wednesday Jul.....04,.....2012
Labor Day	Monday Sep.....03,.....2012
Veteran's Day	Monday Nov.....12,.....2012
Thanksgiving Day	Thursday Nov.....22,.....2012
Friday after Thanksgiving	Friday Nov.....23.....2012
Christmas Season	Monday Dec25,.....2012
Christmas Season	Tuesday Dec26,.....2012

31.0 MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

32.0 TIN REQUIRED: Contractor shall provide County with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue

Code, its rule and regulations, before any contract funds are payable.

33.0 NON-WAIVER OF DEFAULT:

33.1 The waiver of a breach of any term or condition of this contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term or condition. No official, agent, employee or representative of County may waive any breach of any term or condition of this contract unless expressly granted that specific authority by Commissioner Court.

33.2 All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

34.0 **CERTIFICATION OF ELIGIBILITY:** Contractor certifies that at the time of submission of its offer, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Contractor has not been placed on this list between the time of that its offer was submitted and the time of execution of this contract. If Contractor is placed on the list during the term of this contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this contract for default.

35.0 **CONFLICT OF INTEREST QUESTIONNAIRE:** If required, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires that the County provide access to this questionnaire on the official Travis County website.

CONTRACTOR:

By: _____

Printed Name:

Its Duly Authorized Agent

Date: _____

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe

Travis County Judge

Date: _____

APPROVED AS TO FORM:

County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

Susan Spataro, Travis County Auditor

Date: _____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent

Date: _____

ATTACHMENT A
SAFETY RECORD QUESTIONNAIRE
(must be submitted with bid form)

The Travis County Commissioners Court desires to avail itself of the benefits of Section 262.0275 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding bids on County contracts. Pursuant to Section 262.0275 of the Local Government Code, Travis County has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on County contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

If the bidder in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.

If the bidder in response to the questions in this Questionnaire reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgements. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the bidder in response to the questions in this Questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

In order to obtain proper information from bidders so that Travis County may consider the safety records of potential contractors prior to awarding bids on County contracts, Travis County requires that bidders answer the following three (3) questions and submit them with their bids:

QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO X

If the bidder has indicated YES for question number one above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgements. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

YES _____ NO X _____

If the bidder has indicated YES for question number two above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO X _____

If the bidder has indicated YES for question number three above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

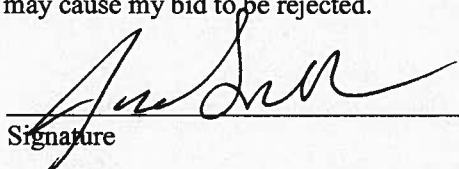
Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT


THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.



Signature



Title

ATTACHMENT E

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 02-06-2013
Name of Affiant: JASON SANDERS
Title of Affiant: Recycling and Composting Coordinator
Business Name of Proposer: Texas Disposal Systems
County of Proposer: TRAVIS

Affiant on oath swears that the following statements are true:

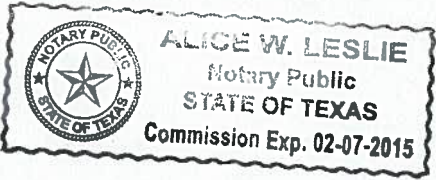
1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

[Signature]
Signature of Affiant

3606 FM 1327, Buda, TX 78610
Address

SUBSCRIBED AND SWORN TO before me by [Signature] on 2/6/2013

[Signature]
Notary Public, State of Texas



Alice W. Leslie
Typed or printed name of notary
My commission expires: 2-7-2015

ATTACHMENT E

EXHIBIT A

LIST OF KEY CONTRACTING PERSONS

January 16, 2013

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Vacant	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	CharylN Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division.....	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	

ATTACHMENT E

Attorney, Transactions Division	Barbara Wilson
Attorney, Transactions Division	Jim Connolly
Attorney, Transactions Division	Tenley Aldredge
Director, Health Services Division	Beth Devery
Attorney, Health Services Division	Prema Gregerson
Purchasing Agent	Cyd Grimes, C.P.M., CPPO
Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	CW Bruner, CTP
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	Loren Breland, CPPB
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant IV	Angel Gomez*
Purchasing Agent Assistant III	Shannon Pleasant, CTPM
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Nancy Barchus, CPPB
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM*
Purchasing Agent Assistant III	Sydney Ceder*
Purchasing Agent Assistant III	Vacant
Purchasing Agent Assistant II	Vacant
Purchasing Agent Assistant II	L. Wade Laursen*
Purchasing Agent Assistant II	Sam Francis*
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis
TNR	Christina Jensen
TNR	Keith Coburn
TNR	Shaun Auckland

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of expiration</u>
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M. ...	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor ..	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14

* - Identifies employees who have been in that position less than a year.

ATTACHMENT E

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this RFP is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this RFP is due with any key contracting person.