

EXHIBIT
"A"

CITY OF ROUND ROCK
AGREEMENT FOR WASTEWATER TREATMENT FACILITY
SLUDGE COMPOSTING OPERATIONS
WITH
WALKER AERO ENVIRONMENTAL, LLC

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS Agreement for wastewater treatment facility sludge composting operations for the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and WALKER AERO ENVIRONMENTAL, LLC whose offices are located at 3600 FM 973, Austin, Texas 78725 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase wastewater treatment plant sludge composting services, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to pay for said services. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 18-031; (b) Vendor's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for sixty months (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the services as outlined in the IFB and Response to IFB submitted by Vendor, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

A. All bid items listed on “Attachment A – Bid Sheet” in Exhibit “A” are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 18-031). Vendor has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit “A.” When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City is not obligated to use any estimated quantity of services, and City may not expend in excess of **Eight Hundred Seven Thousand Eight Hundred and No/100 Dollars (\$807,800.00) per year** for Vendor’s services for a total not to exceed amount of **Four Million Thirty-Nine Thousand and No/100 Dollars (\$4,039,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- C. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed

that causes the payment to be late; or

- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

13.01 INSURANCE

Vendor shall meet all requirements as stated in the attached IFB Number 18-031, including all attachments and exhibits thereto, and Vendor's bid response.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Michael Thane
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664
512-218-3236
mthane@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the

reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Walker Aero Environmental, LLC
3600 FM 973
Austin, Texas 78725

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures are on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Walker Aero Environmental, LLC

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

**WASTEWATER TREATMENT FACILITY
SLUDGE COMPOSTING OPERATIONS**

SOLICITATION NUMBER 18-031

JULY 2018

Exhibit "A"

Wastewater Treatment Facility Sludge Composting Operations PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after referred to as “the City” seeks a bid from firms experienced in the operation of a composting site that can process wastewater treatment plant sludge produced by the Brushy Creek East Regional Wastewater Treatment Facility.
2. **BACKGROUND:** Currently the Brushy Creek East Regional Wastewater Treatment Facility is operated by the Brazos River Authority. In Fall of 2018 the City Round Rock will take over operation of the facility.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page 10
Attachment A – Bid Sheet	Page 11
Attachment B – Reference Sheet	Page 12
Attachment C- Questionnaire	Page 13

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Michael Schurwon, CPPB
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

Exhibit "A"

5. SCHEDULE OF EVENTS: It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	July 3, 2018
Deadline for submission of questions	July 10, 2018 @ 12:00 PM, CST
City responses to questions or addendums	July 12, 2018 @ 5:00 PM, CST
Deadline for submission of responses	July 18, 2018 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:
<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the “Authorized Purchasing Contact”. The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:
<http://www.roundrocktexas.gov/bids>.

6. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City’s website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. RESPONSE DUE DATE: Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Michael Schurwon
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

- 7.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “DO NOT OPEN”.
- 7.2 Facsimile or electronically transmitted responses are not acceptable.
- 7.3 Responses cannot be altered or amended after opening.
- 7.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 7.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 7.6 Samples and/or copies shall be provided at the Respondent’s expense, and shall become the property of the City.

8. RESPONDENT REQUIREMENTS: The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed “Original” and three (3) copies of the IFB response and one (1) electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent’s expense, and shall become the property of the City.

Exhibit "A"

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

Addendums: Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.

Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: REFERENCE SHEET: Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

Attachment C: RESPONDENT QUESTIONNAIRE: Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.

9. BEST VALUE EVALUATION AND CRITERIA: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 9.1 Purchase price;
- 9.2 Reputation of Respondent and of Respondent's goods and services;
- 9.3 Quality of the Respondent's goods and services;
- 9.4 The extent to which the goods and services meet the City's needs;
- 9.5 Respondent's past performance with the City;
- 9.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 9.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. The City reserves the right to conduct a site visit of the composting facility, this may include a presentation and/or the request for additional material, information or copies of permits or licenses and other official documentation.

10. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

10.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

Exhibit "A"

10.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

11. CERTIFICATE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

PART II DEFINITIONS, STANDARD TERMS AND CONDITONS AND INSURANCE REQUIREMENTS

- 1. DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
- 2. INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/> **OR** Insurance does not apply to this solicitation.

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing wastewater sludge composting operations as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - 2.4 The Respondent's composting operation shall be located within 35 miles of the Brushy Creek East Regional Wastewater Treatment Facility. The City reserves the right to inspect the composting site.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - 4.1 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 4.2 Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 4.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

Exhibit "A"

5. **PRICE INCREASE:** Contract prices for wastewater sludge composting shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year. The adjusted Contract price using the area CPI will be based on the accumulated percentage rate of the increase of the most current Consumer Price Index, as published by the United States Statistics-All Urban Consumers-Geographically South Urban Area. The percentage increase in compensation is to be calculated using the following formula:

$$\text{Current Price} \times \text{Index Change} = \text{Adjustment}$$

(Percentage change in most recent available annual CPI)

5.1 Procedure to Request Increase:

- 5.1.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

- 5.1.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

6. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
7. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
8. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
10. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 10.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 10.2 Provide City contact(s) information for implementation of agreement.
 - 10.3 Identify specific milestones, goals and strategies to meet objectives.

11. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

11.1 Contractor's point of contact: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

11.2 The City's designated representative:

**Kim Lutz
Senior Utility Service Manager
Utilities and Environmental Services
Phone: 512-341-3333
E-mail: kiml@roundrocktexas.gov**

12. INTERLOCAL PURCHASING AGREEMENTS

12.1 The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

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

Exhibit "A"

PART IV **SPECIFICATIONS**

1. Purpose:

In the Fall of 2018 the City of Round Rock will take over operation of the Brushy Creek East Regional Wastewater Treatment facility located at 3939 E Palm Valley Rd in Round Rock Texas from the Brazos River Authority (BRA). The City seeks to establish a contract with a qualified Vendor that operates a licensed composting site that has the capacity to receive and process daily deliveries of wastewater sludge for composting.

The sludge is the byproduct of an activated sludge wastewater treatment facility. The facility uses a belt filter press to dewater the sludge, resulting in a product that is 15% to 20% solids.

2. Requirements:

- 2.1 The Vendor shall agree to take possession and ownership of the wastewater treatment plant sludge generated at the Brushy Creek East Regional Treatment Facility upon receipt of delivery to the Vendor's composting location.
- 2.2 The Vendor shall be authorized to conduct composting operations at the designated location and shall be responsible for acquiring all licenses, registrations and permits required by Local, State and Federal Law. The Vendor shall provide proof of authorization to operate the composting facility to the City upon request.
- 2.3 The sludge generated by the wastewater treatment plant may be delivered to the composting site by either the City or an authorized third party hauling service. The Vendor shall agree to accept delivery of sludge from any City authorized hauling service.
- 2.4 The Vendor shall maintain flexible operating hours to accommodate the City's needs and be ready to accept on average, six (6), 20 or 25 cubic yard roll-off containers of dewatered sludge per day upon execution of the contract. The number of deliveries may increase over time.
- 2.5 The Vendor shall provide to the hauler a written delivery ticket for each container delivered to the Composting Site, each delivery ticket shall record the date, time and weight of the container received.

3. Invoicing

The Vendor shall invoice the City once a month for actual weight of sludge delivered by the City or the City's authorized hauler to the Vendor's site for composting services. The monthly amount invoiced shall be based on the total weight from individual delivery tickets.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 18-031 – Wastewater Treatment Facility Sludge Composting Services in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Attachment A - Bid Sheet
Wastewater Treatment Plant Sludge Composting Operations
IFB No. 18-031

COPY

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-031 - Wastewater Treatment Sludge Composting Operations. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Annual Quantity	Unit	Unit Cost (Cost per Ton)	Extended Total
1	Wastewater Treatment Plant Sludge Composting Services	28,000	Tons	\$28.85	\$ 807,800.00
	Annual Total				\$807,800.00

COMPANY NAME: Walker Aero Environmental

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Phillip McCammon _____

PHONE NUMBER: 512-563-6246 _____

EMAIL ADDRESS: bigphil@walkeraero.com, phillip@s-enviro.com _____

Exhibit "A"
ATTACHMENT B:
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-031

RESPONDENT'S NAME: Walker Aero Environmental LLC **DATE:** 07/18/2018

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. **Company's Name** Brazos River Authority
 Name of Contact Jay Middleton
 Title of Contact Regional Wastewater Operations Superintendent
 E-Mail Address jay.middleton@brazos.org
 Present Address 3939 Palm Valley Blvd
 City, State, Zip Code Round Rock, TX 78665
 Telephone Number (512) 341-3333 Fax Number: (512) 341 3313

2. **Company's Name** City of Pflugerville
 Name of Contact Wiley Webb
 Title of Contact Utility Superintendent
 E-Mail Address WileyW@pflugervilletx.gov
 Present Address PO Box 589
 City, State, Zip Code Pflugerville, TX 78691
 Telephone Number (512) 990-6400 Fax Number: (512) 989-1052

3. **Company's Name** Guadalupe-Blanco River Authority
 Name of Contact Eduardo Montana
 Title of Contact Chief Operator
 E-Mail Address emontana@gbra.org
 Present Address 933 East Court Street
 City, State, Zip Code Seguin, TX 78155
 Telephone Number (830) 379-5822 Fax Number: (830) 379-9718

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

COPY

Exhibit "A"
ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Name of Business:	Walker Aero Environmental LLC
Physical Address of Headquarters (HQ):	3600 FM 973 North Austin, TX 78725
Physical Address of Composting Site	3600 FM 973 North Austin, TX 78725

1. Is your composting site located within 35 miles of the Brushy Creek East Regional Wastewater Treatment Facility located at 3939 E Palm Valley Rd in Round Rock Texas? (Circle one)

YES or NO

2. What are your "Hours of Operation" for receiving wastewater treatment plant sludge from the City or authorized hauler?

24 Hrs Monday-Sunday

3. Is your Composting Site fully licensed, permitted and authorized to operate in accordance with all Local, State and Federal requirements?

YES or NO

4. In an emergency, does your facility have the ability to accept sludge materials outside of normal working hours?

YES or NO

JUL 18 10 41 AM '18
MS

Walker Aero Environmental LLC
3600 FM 973 North
Austin, TX 78725

Exhibit "A"

City of Round Rock
Attn; Michael Schurwon
Purchasing Department
221 E. Main Street
Round Rock, TX 78664-5299

Wastewater Treatment Facility Sludge Composting Operation
Solicitation Number 18-031
Due 07/18/2018 3:00pm
DO NOT OPEN

Exhibit "A"

Comptroller of Public Accounts - Centralized Master Bidders List (CMBL) - Vendor List

Company Name	Contact	Address	City	State	Zip	Email	Phone	HUB Eligibility	Gender	Small Business	CMBL Status	HUB Status
910-27 CENTRAL TEXAS RECYCLING INC	BEN BRACHER	PO BOX 18685	AUSTIN	TX	78760-8685	BRACHER@CENTRALTEXASRECYCLE.COM	512-243-2833	HI	F	Yes	Active	Active
968-71 CENTRAL WASTE & RECYCLING	MICHAEL MNOJAN	2301 W WHITESTONE BLVD STE C2	CEDAR PARK	TX	78613-7251	accounting@centralwasteinc.com	512-287-9280	Non-HUB	Non-HUB	Yes	Active	Inactive
968-71 LIQUID WASTE SOLUTIONS LLC	OWNERS/SAMMIE JEAN TRITICO	P. O. BOX 1437 BUDA	BUDA	TX	78610-1437	stflice@liquidwastebl.com	512-288-7867	WFO	F	Yes	Inactive(F)	A-Active
968-71 PROGRESSIVE WASTE SOLUTIONS OF TX INC	Pennyne Jimenez	PO BOX 17608	AUSTIN	TX	78780-7608	pennyne.jimenez@progressivewaste.com	512-388-7438	Non-HUB	Non-HUB	No	Active	Inactive(N)
968-46 ABS A BEST SERVICES INCORPORATED	olga monge	PO BOX 284	TEMPLE	TX	76503-0284	olga@abservicesinc.com	800-588-4407	HI	F	Yes	Active	A-Active
968-46 WASTE MANAGEMENT OF TEXAS INC	Forrest Tubb	9708 Giles Rd	AUSTIN	TX		ftubb@wm.com	512-272-5166	Non-HUB	Non-HUB	No	Active	Inactive
City of Round Rock - Vendors by Commodity Code Search - Vendor List												
910-27 Garbage/Trash Removal, Disposal	Garbage/Trash Removal, Disposal and/or Treatment	AGH20 HOLDINGS LLC	3817 BENT BROOK DRIVE				78664	jesko@austin.rr.com				
968-71 Solid or Liquid Waste Disposal	Solid or Liquid Waste Disposal (including Stericycle Management Services) (See 826-45 for Hazardous Waste Disposal)	STERICYCLE	5151 SAN FELIPE		SUITE 1100		77056	john.ranney@stericycle.com				
City of Round Rock - Utility & Environmental Services - Recommended Vendor												
968-71 Waste Disposal	Waste Disposal	Walker Arrow Environmental	3600 N. FM 8-973					PHILIP@S.serviro.com				