

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

Collection of Household Hazardous Waste Solicitation # RFP 23-007

Date Issued: December 19, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST January 19, 2023**

New Braunfels Purchasing Department: Phone: 830-221-4081
Email: pmcdonald@newbraunfels.gov



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa St
New Braunfels, Texas 78130

Solicitation Number: 23-007

Collection of Household Hazardous Waste

Invitation for Bid (IFB)
 Request for Proposal (RFP)

Date Issued: December 19, 2022

SOLICITATION

Proposers must submit sealed Proposals containing one (1) signed original hardcopy and one (1) in electronic format (USB). **Electronic Bid submissions do not require original hardcopy and USB to be submitted.**

Questions concerning RFP must be received, by email only, prior to **5:00P.M. CT on January 5, 2023.**

Proposals will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), January 19, 2023.**

There will not be a public opening. Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact: (NO collect calls, Telegraphic, Email, or Fax offers accepted)	Paige McDonald, Assistant Purchasing Manager	Email: pmcdonald@newbraunfels.gov Phone: (830) 221-4081
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5% Proposal Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Payment Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Performance Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)

OFFER

Proposer will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.

SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY.

Name and Address of Proposer:	Name and Title of Person Authorized to Sign Offer: E-Mail Address: Phone Number:
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Signature:	Date:
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Name, Address, Email and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer.

(Applies to Request for Proposal only)

**SECTION 2
TABLE OF CONTENTS**

SECTION 1 – SOLICITATION AND OFFER	2
SECTION 2 – TABLE OF CONTENTS	3
SECTION 3 – INSTRUCTIONS FOR RESPONSE	4
SECTION 4 – SCOPE OF WORK	7
SECTION 5 – EVALUATION OF PROPOSALS	13
SECTION 6 – AWARD OF CONTRACT	15
ATTACHMENT A – COMPANY INFORMATION	16
ATTACHMENT B – VENDOR CERTIFICATIONS	17
ATTACHMENT C – EXCEPTIONS AND ALTERNATIVES FORM	19

SECTION 3
INSTRUCTIONS FOR RESPONSE

3.1 SUBMISSION OF PROPOSALS

(a) Electronic Bidding. The City of New Braunfels has partnered with its third-party vendor, Texas Purchasing Group (BidNet Direct) as its e-procurement site. For this Request for Proposal, electronic bid submission is another option available to Proposers. The link to BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>.

You must register on their site prior to your electronic submission. If you have any problems completing your vendor registration or submitting your electronic bid, please contact BidNet at (800) 835-4603, Option 2, to speak with live customer support.

(b) Deliver your Proposal, or changes to your Proposal, in **SEALED ENVELOPES OR PACKAGES** identified on outside with Proposer's name and address. Failure to submit Proposal in this manner may subject Proposer to disqualification. **Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:**

**City of New Braunfels
City Secretary's Office/Front Lobby
ATTN: Purchasing
550 Landa Street
New Braunfels, TX 78130**

The outside of the Proposal envelope or package **must state:**

**"RFP 23-007 Household Hazardous Waste Collection
Proposal Due Date: January 19, 2022, 3:00 PM CT"**

It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.

(c) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.

3.2 TERMS AND CONDITIONS

Terms and Conditions that apply to this solicitation can be found at
<https://www.newbraunfels.gov/DocumentCenter/View/30424/Service-Agreement>

3.3 OBLIGATION

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

3.3 PROPOSAL CONTENT

Proposers shall limit proposals to 30 pages exclusive of tabs and forms. Each proposal, completed and signed by person(s) authorized to bind individual or legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form:** Proposer must complete and sign form located on Page 2.
- **TAB 2: Documents:**
 - a. **ATTACHMENTS A, B, & C**
 - b. **Signed Addenda, if applicable**
- **TAB 3: References and Experience**
 - Provide a minimum of three (3) references as well as information on experience performing these services for other public entities for a minimum of 3 years.
 - List services proposed, including types of waste allowable, and availability of preferred disposal methods (i.e. types of materials planned for reuse and recycling)
- **TAB 4: Cost of Services**
 - Costing Sheet has two spreadsheets: Cost Proposal – Unit Costs and Cost Proposal – Sample 1-day Event. Cost Proposal shall account for the following:
 - Mobilization of staff and equipment to and from the collection site
 - On-site personnel costs and overtime shall be submitted on a per hour basis and categorized as chemists, technicians, etc.
 - Supplies to be utilized (drums, absorbent materials, labels, manifests etc.) shall be listed as units required, per unit cost
 - Safety equipment, including PPE
 - Administrative costs for preparation, maintenance and retention of records and other administrative duties
 - Contractors should provide a price based on the cost of disposal of the hazardous waste at an EPA approved disposal site
 - Transportation costs of collected wastes to be incinerated, recycled, or land filled shall be listed as a per unit cost (per drum/container), per the following hierarchy categories:
 - Recycle, reuse
 - Treatment/Stabilization
 - Haz-Waste incineration
 - Secured Class I Haz-Waste landfill disposal costs
 - If Contractor anticipates any other costs associated with events or waste collection services, those must be indicated in the pricing. Note that pricing for items based on unit cost could be utilized for collection services after a disaster.
- **TAB 5: Deviations from Request for Proposal:**
Reference Attachment D – Exceptions and Alternatives Form. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

3.4 CONTACT FOR QUESTIONS

All questions concerning this solicitation shall be in writing to: Paige McDonald, Assistant Purchasing Manager, via email pmcdonald@newbraunfels.gov. All prospective Proposers are hereby instructed to not contact any member of the City of New Braunfels' City Council, City Manager, evaluation committee, or City of New Braunfels' staff members other than the noted contact person. Any such contact may be cause for rejection of your Proposal.

3.5 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by Purchasing as an addendum and posted at <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City's website.

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP. Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Proposers shall be responsible for monitoring the City's website or BidNet for any updates pertaining to the solicitation described herein. Various updates may include addenda, 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.

3.6 COMPETITIVE PROPOSALS

Proposals will not be opened publicly to avoid disclosure of contents to competing Proposers and kept confidential during the process of negotiation. However, all Proposals will be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Proposer. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

3.7 PROPOSAL MODIFICATIONS/WITHDRAWLS

Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice by mail or email) to the Purchasing Representative at the address shown herein. A submitter's Proposal may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Proposal.

HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT. This provision does not change the common law right of a proposer to withdraw a Proposal due to a material mistake in the Proposal.

3.8 NON-COLLUSION

Proposers certify that Proposals are made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product/service and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Proposers understand collusive behavior is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

SECTION 4 SCOPE OF WORK

4.1 BACKGROUND:

The City of New Braunfels, hereafter referred to as the “City”, seeks a contractor for collection and management of Household Hazardous Waste (HHW) at collection events. The City holds up to three, four-hour events per fiscal year, spaced throughout the year, hereafter referred to as a “HHWC”. Events allow household users of hazardous materials to dispose of their materials at a centralized location, in an orderly and environmentally safe manner. The average numbers of participating vehicles per event has been 335 over the past year. The awarded proposer, hereinafter referred to as “Contractor”, shall provide categorization, packaging, manifesting, transportation, and disposal of HHW for the City, as set forth herein. These specifications are the minimum requirements for this activity and until revised or rescinded shall apply to each future HHWC. Any use of subcontractors must be noted in submission. Cost proposals shall be based on all costs associated with services (see Section 7 and Attachment C).

Contractor services shall be conducted on the dates mutually agreed upon and take place at a site determined by the City. Recent events have been held at New Braunfels City Hall, 550 Landa St, New Braunfels, Texas (see Attachments A and B). *(Note that the site does not have a covered area for use during events. If Contractor desires a covered work area, tent rental should be included in cost proposal.)*

The HHW program is managed by the City’s Solid Waste and Recycling Division of Public Works. The City Solid Waste Manager and/or designee, hereinafter referred to as “HHWC Manager”, will coordinate and monitor each HHWC and Contractor services on behalf of the City.

4.2 DEFINITIONS:

Throughout this request for proposal, the following definitions shall apply:

- EPA – Environmental Protection Agency
- CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act
- HHW – Household Hazardous Waste
- PPE – Personal Protective Equipment
- US DOT – Department of Transportation, including TXDOT
- TCEQ – Texas Commission on Environmental Quality
- RCRA – Resource Conservation Recovery Act

4.3 GENERAL REQUIREMENTS:

Contractor shall perform all actions and services in full compliance with all applicable federal, state, and local laws, rules, regulations, and orders of regulatory agencies, including but not limited to TCEQ, US DOT, and EPA.

Contractor shall meet with City staff within thirty (30) days of the contract award to discuss program administration, event planning, logistics, identification of tasks, and scheduling for HHWC.

Contractor shall assume “Generator” status of all materials accepted by Contractor at HHWC and shall assume all responsibilities thereof. Contractor shall assure that materials collected shall be accepted for recycling and/or disposal at the final disposal site. Contractor shall assume all liability from the time work begins until final disposition, including, but not limited to, handling at the HHWC and transportation to an EPA approved disposal site.

Contractor shall provide properly trained and qualified staff necessary to review, segregate, package, manifest, and transport incoming waste types and volume. Contractor shall be responsible for furnishing all equipment, supplies, and labor required to categorize, package, manifest, transport, and dispose of household hazardous waste collected at HHWC. Contractor shall be responsible for all costs included in the handling

and disposal of collected HHW.

The preferred method of HHW management is recycling, followed by RCRA compliant incineration or chemical treatment. Contractor shall give priority to the recycling of all wastes deemed appropriate for those uses. Disposal shall be used only in cases which recycling is not possible. Landfill disposal is to be minimized to the extent possible and the City encourages the use of non-hazardous landfills. In order to protect the City from liabilities associated with on-site activities, transportation and inherent CERCLA liabilities involving disposal, Contractor should supply its own labor, transportation, and dispose of the waste at its EPA permitted disposal facility. Contractor must agree to assume generator status and be responsible for preparing and signing all manifests.

Contractor shall exercise proper and accurate recordkeeping. Within thirty (30) days of HHWC, Contractor shall provide to the City:

- Certificates of disposal/destruction indicating the date, location, and method of treatment and disposal of the waste at the designated and permitted facilities.
- Copies of all manifests that includes written description, quantity and US DOT classification of each type of material collected
- Invoices for payment, with an itemized list of costs for HHWC services performed, consistent with prices submitted in this agreement.

4.4 CONTRACTOR RESPONSIBILITIES:

Contractor shall:

- Provide for mobilization and demobilization of its collection equipment, personnel, and supplies.
- Receive, segregate, classify, package, manifest, load, treat, store, transport, and recycle/dispose of all conforming hazardous materials collected at the HHWC. Prepare a site safety plan (per Paragraph 4.6.1), including spill contingency and emergency procedures, for all on-site personnel and submit it to HHWC Manager no later than 5 days prior to the collection date.
- Conduct a training session for City staff with regard to safety and proper packaging at each event prior to the start of waste collection operations.
- Provide at least one trained emergency spill response person, safety officer, and experienced site manager during HHWC.
- Provide a minimum 3,000 square feet surface area of secure lining with a minimum of six (6) millimeter (mm) thickness plastic liner for spill and liquid protection in the areas of HHW collection, latex paint pour-off, and oil and antifreeze collection.
- Provide US DOT approved shipping containers at each site for the event. The number of shipping containers will be determined by Contractor. Contractor is responsible for providing all shipping containers necessary for the volume generated at the HHWC
- Supply all materials, labels, documentation, and equipment required for recycling, opening, packing storing, loading, transporting and disposing of collected materials. All protective clothing and personal protective equipment (PPE) for Contractor and City staff shall be supplied by Contractor (per Paragraph 4.6.2).
- Select the appropriate treatment, recycling, storage, and disposal sites for all hazardous materials collected at the event. These sites shall be fully permitted. Contractor shall be responsible for providing lawful disposal of all materials collected.
- Management and determination of “unknown” or unlabeled items accepted at collection site.
- Remove all collected HHW from site within four (4) hours of HHWC conclusion.
- Prepare container content sheets, manifests, notifications, certifications, shipping documents, and reproduction documentation.
- Transport waste directly to licensed hazardous waste facilities and provide secure storage until final disposition, recycling, or treatment in accordance with all EPA and US DOT regarding packaging,

labeling, marking, and placarding.

4.5 CITY RESPONSIBILITIES:

The City shall:

- Provide a suitable site for the HHWC, complete with traffic control equipment, directional signs, and, as necessary, traffic personnel;
- Choose event dates and times;
- Submit a forty-five (45)-day notification to TECQ;
- Advertise and promote HHWC to the public;
- Provide staff for handling non-hazardous waste, including an on-site manager (HHWC Manager);
- Provide a bulking area, if required;
- Provide restrooms and a break area;
- Provide carts for unloading materials from event participant vehicles;
- Provide staff for pouring-off and containment of latex paint;
- Provide a forklift for loading of collected materials on the day of the event; and
- Provide containers and transportation for the disposal of non-hazardous municipal solid waste (i.e. dumpsters, vehicles).

The City may segregate out the following collected items:

- Lead-acid /automotive batteries
- Dry cell and rechargeable batteries
- Fire Extinguishers
- Refrigerant gases
- Alkaline Metals/powders, such as aluminum, magnesium, sodium, zinc
- Mercury compounds, such as mercury sulfate, mercury nitrate
- Fluorescent, mercury halides, mercury vapor, circle, halogen bulbs
- Motor Oil
- Oil filters
- Anti-freeze
- Latex paint & metal cans, and/or
- Spray paint & cans.

Any items the City chooses to not send with Contractor become the responsibility of the City for ultimate disposition, whether that is recycling or disposal.

4.6 SAFETY:

The HHWC site shall be restricted to first responders, Contractor, and City staff who are performing work or services for the HHWC.

Contractor and HHWC Manager shall monitor the personal safety of their respective personnel within the work area. All operations shall be performed in a safe manner in accordance with all applicable regulations.

Contractor shall ensure that personnel are trained for the level of expertise required for the proper performance of the task and, in the areas of chemical incompatibility, spill prevention, containment, and clean-up, as well as general first aid procedures.

4.6.1 Safety Plan and Procedures

Contractor is required to create a written safety plan, submit it HHWC Manager, and have it on location during HHWC. The plan must cover all personnel, including City staff, and its contents shall be communicated to City staff in-person, on-site prior to HHWC commencement. The plan must also account for spill response and emergency procedures beyond what is outlined in this section.

Contractor shall provide all spill control measures that are necessary to control any type of spill. Contractor shall provide absorption materials at the site in case of a spill and supply sufficient plastic ground cover and canopies for the areas where materials will be packaged and/or stored.

Contractor shall be completely responsible for the cleanup and any associated cost of any spill as a result of its activities at the pickup site, during transportation, at a storage location, or at the disposal facility. City reserves the right to verify costs and quality of any such cleanup required of Contractor in performing tasks under the terms and conditions of this agreement.

Contractor shall have in place a medical surveillance program for personnel involved in the direct handling of and/or exposure to chemical waste, and the means to detect and correct job related injury conditions.

Contractor, HHWC Manager, or on-site City first responders shall render minor first aid in situations of injury and exposure. In situations of inhalation of a toxic compound, the affected individual(s) shall be removed to fresh air and transported to an emergency medical facility, and other personnel will be evacuated if necessary.

Waste related incidents shall include but are not limited to: spill, fire, explosion, chemical reaction and release of toxic gases or vapors. In a waste related incident, Contractor shall notify the HHWC Manager of incident and take any necessary action immediately.

4.6.2 Safety Equipment

Contractor shall provide all safety equipment and PPE necessary. Both Contractor and City personnel are required to follow basic protection guidelines, which include but are not limited to the following:

- Wearing of work uniform, safety glasses, chemical gloves, and safety shoes
- Lab packing of chemical waste shall require the same level of protective clothing with the addition of proper PPE as required
- An individual air-purifying respirator, equipped with organic, vapor/acid, gas/high efficiency combination cartridges, shall be available within reach of all personnel
- Segregation and packaging of liquid waste shall require Tyvek coveralls/apron, chemical gloves, and safety boots/shoes. Respiratory protection, chemical goggles and face shield (if not using a full-face respirator) may be required by the HHWC Manager or Contractor's HHWC Manager; and
- The HHWC Manager and Contractor may upgrade or downgrade PPE requirements depending on associated hazards and weather conditions.

4.6.3 Waste Determination and Identification

Contractor shall safely and adequately classify and segregate waste for proper transportation, storage, and disposal of collected hazardous waste.

Contractor shall test waste, or have it tested, to the extent necessary for packing and transport according to the US DOT hazard classes and disposal requirements and shall provide equipment and materials to identify or categorize waste or to sample waste for subsequent appropriate disposal.

Contractor shall provide all containers and packing necessary for the shipping of hazardous waste. Such containers and packaging shall meet disposal requirements and all applicable regulations. Contractor shall utilize an inventory control system, which ensures proper record keeping and manifesting of hazardous waste shipments.

Contractor shall check each container of waste for proper labeling and identification. If the container is properly identified, the material shall be segregated according to hazard class and prepared for packaging. If the container does not have adequate labeling to permit identification, it will be identified by appropriate and available analytical means. On limited basis, if the material is not identifiable, the City may temporarily store the waste for subsequent identification by Contractor and appropriate disposal by Contractor, but it shall not be in City's possession longer than forty-eight (48) hours.

Once the waste is properly identified, Contractor shall recheck the waste for compatibility, list contents on the drum container sheets, and pack waste into drums.

Contractor shall provide the HHWC Manager with copies of all shipping manifests prior to any shipment leaving the collection site.

Contractor shall provide the following:

- Tractor-trailer or additional trailers as needed to meet the demand
- All packing materials
- Polyethylene liners when needed
- Special safety equipment and gear as deemed necessary by Contractor
- Special emergency spill response materials and equipment as deemed appropriate and necessary by Contractor; and
- Air packs.

Contractor shall provide for the proper disposition of the collected HHW products in compliance with all applicable regulations. All collected HHW products shall be removed within four (4) hours of HHWC end.

A complete listing of storage, transfer, transportation, and disposal facilities, which may be utilized throughout the course of this project, shall be provided to the HHWC Manager. The transportation and disposal facilities list should contain the name address, contact, phone number, and Federal / State / TXDOT Number or permit number for each transporter or facility. Permits for each of these facilities should be attached with other information, which may be deemed essential.

4.7 TYPES OF HHW TO BE COLLECTED OR PROHIBITED:

The suggested wastes to be collected are:

- Toxic, including herbicides, pesticides, fungicides, poisons
- Reactive, including pool chlorine, drain cleaner, hydrogen peroxide
- Ignitable, including fuels, lighter fluid, paint thinner, paint, stains
- Corrosive, including muriatic acid, laundry bleach, oven cleaner

At the HHWC, the City also accepts non-hazardous wastes including automotive fluids and filters, lead-acid batteries, household batteries, and aerosol paint cans. (Note that this list of accepted items is not exhaustive.)

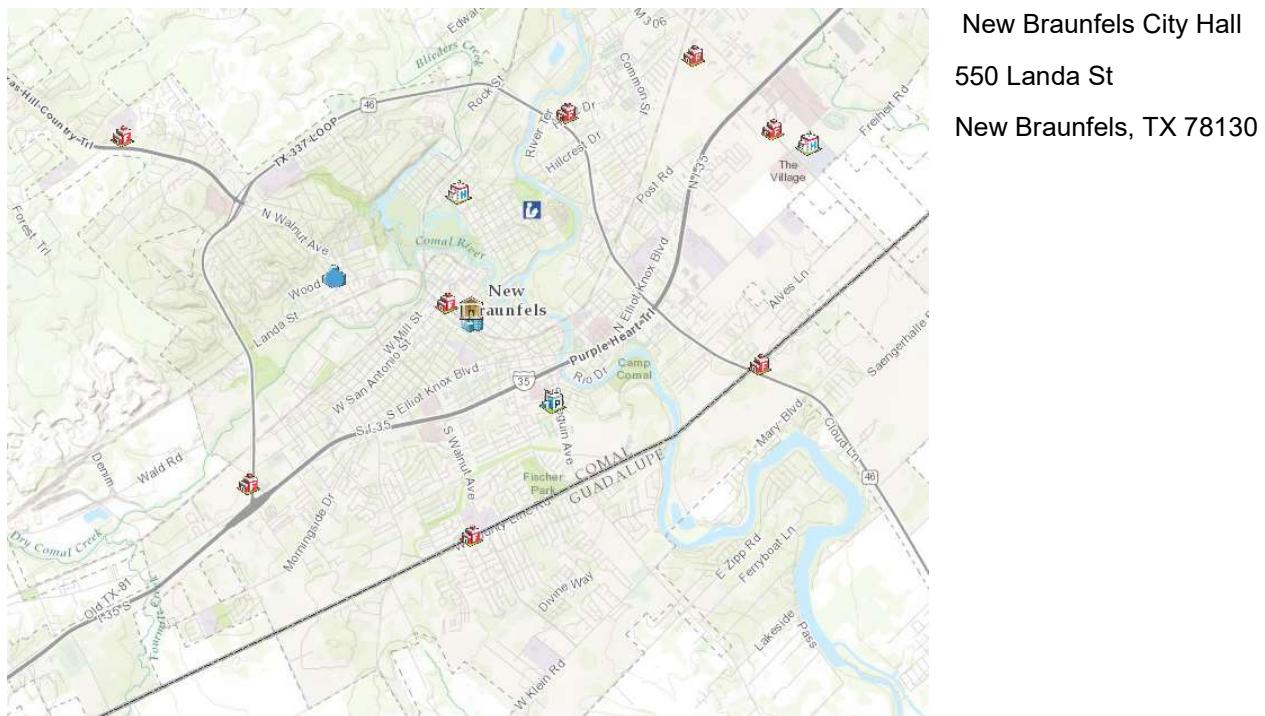
HHWC participants are prohibited from bringing any individual container that exceeds 5 gallons in volume. Prohibited wastes shall include radiological materials, medical waste, pharmaceuticals, compressed gases, explosives, ammunition, and unknowns. The City shall not accept a total quantity of HHW per participating vehicle greater than three hundred (300) pounds or fifty-five (55) gallons.

As part of their submission, Contractor shall submit a list of materials or classes of materials, if any, that will not be accepted for disposal.

RFP 23-007 – Household Hazardous Waste Collection

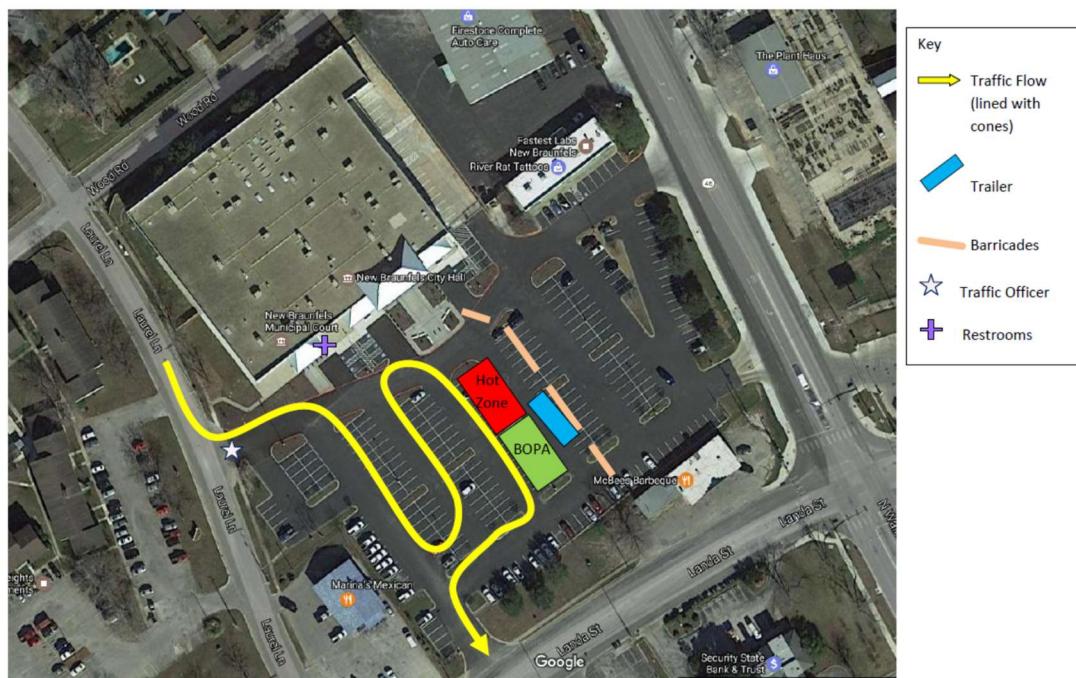
MAP OF COLLECTION SITE LOCATION

Geographic location of most recent HHWC site (blue dot):



TRAFFIC FLOW FOR MOST RECENT EVENT

Typical flow for HHWC at City Hall:



Traffic Flow for HHWC

550 Landa St, New Braunfels TX 78130

SECTION 5
EVALUATION OF PROPOSALS

5. SELECTION PROCESS

It is the intent of the City to make a single award from this solicitation, based on evaluation criteria listed in this solicitation and proposer's submitted proposal; however the City will award in the manner deemed most advantageous to the City.

The City's evaluation team will rank Proposals meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation and as outlined in the Proposer's proposal.

The Proposer(s) selected for award will be awarded an Agreement to provide services as specified.

5.1. EVALUATION CRITERIA: The City of New Braunfels will review all Proposals submitted in response to this solicitation using the criteria presented below and rank each Proposer. The Proposer will be recommended for award to City Council based upon the published selected criteria noted below. The evaluation committee recommendations are subject to approval by the City of New Braunfels City Council.

Program Criteria: The proposals will be ranked based on the following evaluation criteria:

<u>Criteria</u>	<u>Points</u>
<u>References, Experience</u>	30 pts.
<ul style="list-style-type: none">• Experience and reputation in managing HHW programs in compliance of all regulations and guidelines• Experience with on-site collection events, like City's events• Personnel with applicable experience and training• Financial stability	
<u>Household Hazardous Waste Services</u>	40 pts.
<ul style="list-style-type: none">• Services proposed, including types of waste Contractor can handle• Availability of preferred disposal methods, e.g., types of materials planned for reuse and recycling• Ability to ensure waste is collected, packed, and transported safely and appropriately	
<u>Cost of Services</u>	30 pts.
<ul style="list-style-type: none">• Complete – both spreadsheets are completed, and all costs associated with services are itemized• Competitiveness of cost of services• Demonstrated commitment to cost-saving strategies (e.g., materials bulking, identification of materials for reuse, etc.)	
<u>TOTAL</u>	100 pts

The City reserves the right to request additional information or clarifications from all Proposers and to allow corrections of errors or omissions.

5.2 Other Considerations. The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any. The City further reserves the right to consider a Proposer's background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a Proposer may have with its other clients.

5.3 Opened Proposal. A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

5.4 Additional Information. At your option, provide in your Qualifications any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded a contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

5.5 LIMITATIONS

- **Right to Accept or Reject.** The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the Owner believes is the most advantageous to the public interest and in keeping with the local government project procedures. The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.
- **Solicitation to Remain Subject to Acceptance.** All solicitations will remain subject to acceptance for one hundred twenty (120) days after opening without acting.
- **City Council Approval Required.** The City of New Braunfels City Council may approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Proposal.
- **Respondent's Obligation Regarding Evaluation:**
 - **Submission of Information.** Submitters are cautioned that it is each respondents sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the Proposal. Failure of a respondent to submit such information may cause an adverse impact on the evaluation of the specific Proposal.
 - **Submitter Review of RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the respondents' risk and will not be a determinative factor when awarding the contract for services.
- **Oral Non-Binding.** Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.
- **Lobbying Prohibited.** Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

SECTION 6
AWARD OF CONTRACT

6.1. SUCCESSFUL PROPOSER'S DOCUMENTS: The successful Proposer will provide its proposal and any negotiated amendments to the proposal to the Office of the Purchasing Manager as an electronic Word file.

6.2. CONTRACT AWARD: The selection of a Proposer and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential Proposer (after proposals are opened) if such is deemed in the best interest of the City.

6.3. CITY COUNCIL APPROVAL: The City Council will consider the final contract for approval unless the award amount is less than \$50,000.00. In the event the total amount of the contract is less than \$50,000.00, the contract will be awarded administratively.

6.4. FINAL CONTRACT:

- A. The selected Proposer will assume responsibility for all services offered in its proposal, whether such services are provided by a subcontractor or joint venture arrangement. The successful Proposer will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Proposer will be required to enter a written contract with the City. The City's legal terms and conditions for this contract are included herein.
- C. This RFP and the successful Proposer's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful Proposer.
- D. Be advised that exceptions to any portion of the RFP may jeopardize acceptance of your proposal. If exceptions are taken to the City's Agreement, this will be clearly indicated and a full explanation given for each exception. It is required that the proposal enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording in the proposal. In view of the length of time involved in obtaining the approval of legal counsel, Proposers are cautioned not to state that the Proposer's proposal is subject to the Proposer's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the proposal being deemed non-responsive, in which no further consideration or evaluation will be made.

ATTACHMENT A COMPANY INFORMATION

1. Company Information:

- Company name: _____
- Company address: _____
- Year established: _____
- Number of years in business under present name: _____
- Form of ownership: Proprietorship Partnership Corporation Other (specify) _____
- When organized: _____
- If a corporation, where incorporated: _____
- Federal Employer Identification Number: _____
- Texas Comptroller's Taxpayer Number, if applicable: _____
- DUNS NUMBER: _____
- Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

- _____
- _____
- _____

- Complete **A** below if you are a non-resident Respondent (your company's principal place of business is not in Texas). **Resident Respondents must check box B.**

A: Company is a non-resident Respondent. Its principal place of business is the state of _____

Check one of the following options:

Non-resident Respondents in the state of our principal place of business are required to propose _____ percent lower than resident Respondents by state law. A copy of the statute is attached.

Non-resident Respondents in the state of our principal place of business are not required to underbid resident Respondents in order to secure contract awards.

B: Company's principal place of business or corporate offices is in the State of Texas.

2. Subcontractor(s), if applicable:

Subcontractor(s) will not be used to complete this contract.
 Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)

Subcontractor Name: _____

Percentage (%) of Total Contract: _____

Mailing Address: _____

3. If applicable, provide a list of officers of the company who, while in the employ of the company or the employ of previous companies, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

ATTACHMENT B VENDOR CERTIFICATIONS

Company name: _____

To demonstrate qualification to perform the scope of services, answer all questions listed below. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets, if applicable.

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>?

Yes No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension, or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Yes No

A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution.

B. "Fraudulent practice" means an intentional misrepresentation of facts made

1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
3. to deprive Owner of the benefits of free and open competition.

C. "Collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and

D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

A. Non-Collusion Certification: Do you certify that all the following are true and correct concerning your company's cost Proposal? Yes No

1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
2. That your cost Proposal is genuine and is not a collusive or sham cost Proposal;
3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other

respondent; and

4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

- A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: Yes No
 1. Does not boycott Israel currently; and
 2. Will not boycott Israel during the term of the contract.
- B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:
 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. Yes No

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

I certify that I have read all the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title

**ATTACHMENT C
EXCEPTIONS AND ALTERNATIVES FORM**

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

No Exceptions Taken
 Exceptions Taken – *See attached (Include in Tab 10)
*Note that if any exceptions are taken, all required information must be submitted as an attachment

In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a) The specific item or clause for which an exception is requested (citing the page and item number).
- b) The suggested change to the exception, inclusive of proposed new language if applicable.
- c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

(Authorized Signature)

Date

(Title)