



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

INVITATION FOR BID

**HOUSEHOLD HAZARDOUS WASTE
COLLECTION AND DISPOSAL SERVICES**

SOLICITATION NO. 15-028

JUNE 2015

**CITY OF ROUND ROCK
INVITATION FOR BID
HOUSEHOLD HAZARDOUS WASTE
COLLECTION AND DISPOSAL SERVICES**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks quotes to establish a multiple year contract from a qualified person, firm or corporation, herein after “Respondent” experienced in household hazardous waste collection and disposal services to provide full, services inclusive of necessary equipment and labor to provide Household Hazardous Waste (HHW) Collection, Transportation and Disposal from the city’s established HHW Facility, herein after “Services”.
2. **BACKGROUND:** The City has been operating a household hazardous waste collection and disposal facility since May 2004. All collection events will be held at the City recycling center located at 310 Deepwood Drive in Round Rock, Texas. This facility will serve approximately 120,000 persons. Participation is expected to serve 1500 to 2000 households annually. It is estimated that fifteen (15) tons (prepackaged waste weight) of hazardous waste will be collected annually. Bids shall be based on this anticipated total tonnage of waste.
 - 2.1 The City will not accept any non-conforming wastes during the scheduled pick-up dates. Non-conforming wastes are listed in Exhibit D and incorporated herein by this reference.
 - 2.2 The City prefers that deep well injection not be utilized as a method of disposal for any wastes collected.
3. **ATTACHMENTS:** Attachments A through D and Exhibits A through L, are herein made part of this invitation for bid:
 - 3.1 Attachment A: Bid Form
 - 3.2 Attachment B: Bidders Questionnaire
 - 3.3 Attachment C: Reference Sheet
 - 3.4 Attachment D: Addendum Acknowledgment Form
 - 3.5 Exhibit A: Disposal Chemist Documentation
 - 3.6 Exhibit B: Technicians Documents
 - 3.7 Exhibit C: Inventory/Packing Forms
 - 3.8 Exhibit D: Non-Conforming Wastes
 - 3.9 Exhibit E: Commercial Hazard Waste and Solid Waste Management Facilities
 - 3.10 Exhibit F: EPA and TCEQ Identification Numbers
 - 3.11 Exhibit G: Comptroller of Public Certificate of Good Standing
 - 3.12 Exhibit H: Release of All Claims
 - 3.13 Exhibit I: List of Subcontractors
 - 3.14 Exhibit J: Proof of Insurance
 - 3.15 Exhibit K: Project Representatives
 - 3.16 Exhibit L: Waste Management Detail

4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Department
City of Round Rock
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.

5. **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:
- 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing household hazardous waste collection and disposal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2. 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 equipment and tools Respondent deems necessary to provide household hazardous waste collection and disposal services. The City shall not be responsible for any Respondent's equipment, tools, or materials lost or damaged during the performance of the services specified herein;
 - 5.3. 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;
6. **SUBCONTRACTORS:** Respondent may subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in household hazardous waste collection and disposal services.
7. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **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:
- 8.1. 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;
 - 8.2. 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;
 - 8.3. 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.
9. **PRICING:** The Respondent shall determine a submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
10. **PRICE INCREASE:** Contract prices for household hazardous waste collection and disposal services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.

10.1. Consumer Price Index (CPI): Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.

10.2. Procedure to Request Increase:

10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. 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**

10.2.2. Upon receipt of the request, the City reserves the right to either; accept the escalation and make change to the purchase order within thirty (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.

11. AGREEMENT TERM: The terms of the awarded agreement shall include but not be limited to the following:

11.1. The term of the initial Agreement shall begin from date of award and shall remain in full force for thirty six (36) months.

11.2. The agreement may be renewed for two (2) additional twelve (12) month, provided both parties agree in writing prior to the expiration of the current term.

11.3. The City reserves the right to review the awarded respondents' performance anytime during the contract term.

11.4. If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

12. ACCEPTANCE/INSPECTION: Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City, the City representative shall determine what additional services are to be performed, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and vendor may be charged liquidated damages.

PART II
SPECIFICATIONS

1. **SCOPE:** This specification describes a service for the collection and disposal of household hazardous waste. Services shall include, but not be limited to training City personnel, providing all containers and packing materials for disposal; personnel to pick up, create and apply shipping labels, manifests, and transport and dispose of HHW from City facility on scheduled pickup dates in accordance with the minimum requirements herein and as mutually agreed between the vendor and the City. Services shall include, but not be limited to the following:
 - 1.1 Train City personnel (max 8) in proper categorization, segregation and packaging techniques for Household Hazardous Waste Collection activities.
 - 1.2 Formal safety plan, including spill remediation procedures in reference to HHW.
 - 1.3 Adequate number of collection containers, packaging materials and required labels for the City to package HHW and to bulk latex and aerosol spray paint.
 - 1.4 Supply drums, collection containers, and spill materials to be delivered as specified in Part II – 7.4.
 - 1.5 Assume generator status of HHW picked up from the City HHW facility.
 - 1.6 Collect, transport and dispose of household hazardous wastes from the City collection
2. **SITE VISIT:** Prior to bid, a site inspection of the City Household Hazardous Waste Collection Facility is suggested fully acquaint bidders with the site conditions as they exist for full comprehension of the facilities, difficulties and/or restrictions attending the specified work. All bidders interested in attending the site visit are to meet on **Monday, June 15, 2015, @ 10:00 a.m.** at the location as follows: City of Round Rock Recycling Center, 310 Deepwood Drive, Round Rock, Texas 78664
3. **BIDDER QUALIFICATIONS:** The opening of a bid will not be construed as the City's acceptance of such bidder as qualified and responsible. The City reserves the right to determine the best value bid from the information provided in the bid. All bidders shall:
 - 3.1 Have been directly responsible for the performance of at least two (2) household hazardous waste collection events or two (2) hazardous waste collections involving direct contact with the general public who are not hazardous waste generators as defined in 40 CFR.
 - 3.2 Not be in default or currently past due on any debt owed to the City.
 - 3.3 Provide EPA and TCEQ Identification Numbers to collect, transport and dispose of hazardous waste.
 - 3.4 Divulge any and all environmental violations, warnings or fines for which it was cited during the last five calendar years. Provide this information as an attachment to the official bid.
 - 3.5 Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 3.6 Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 3.7 Provide references on Attachment C to include the name, address, telephone number and point of contract of at least three entities for which the bidder has performed similar service and or utilized the exact technology within the past two years. Any negative

responses received may result in disqualification of bid.

- 3.8 Identify any subcontractors to be used for this contract on Exhibit I. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.
- 3.9 Provide a list of all disposal facilities, within or outside Texas, planned for use during the contract term on Exhibit E.

4. SERVICE REQUIREMENTS: The Vendor shall:

- 4.1 Comply with all federal, state and local regulations concerning hazardous waste operations. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule or regulation of the U.S. Environmental Protection Agency (USEPA), the Texas Commission of Environmental Quality (TCEQ), the Texas Railroad Commission (RRC), the U.S. and Texas Departments of Transportation (DOT), or any other regulatory authority or agency. This requirement applies to all subcontractor utilized in the performance of this service.
- 4.2 Obtain and maintain during the term of the Agreement and subsequent amendments, at no additional charge to the City, all licenses, permits, authorizations, or any documents required by federal, state, county and municipal governments and other authorities so that the vendor may conduct the work necessary to fulfill the requirements of the Agreement.
- 4.3 Complete a waste manifest that indicates the contents (volume & weight) of each drum or container transferred from the collection site to authorized storage, treatment or disposal facilities. within seven (7) calendar days following the scheduled pick up date one legible copy of each form shall be submitted to the City's Project Representative. A copy of the Certificate of Disposal shall be provided within fourteen (14) calendar days following the scheduled pick up date to document the site and method of disposal.
- 4.4 Establish and implement a procedure according to regulations contained in 40 CFR 262.11 to identify unknown or partially identified wastes. This procedure shall at a minimum consist of the following:
 - 4.4.1 Open and sample containers holding unknown or partially identified wastes.
 - 4.4.2 Identify the wastes at the collection site or elsewhere in sufficient detail to permit safe transportation in accordance with applicable regulations.
 - 4.4.3 Identify the wastes at the collection site or elsewhere in sufficient detail to permit proper disposal.
- 4.5 Comply with all applicable local, state or federal regulations and laws covering storage, transportation or disposal of hazardous or nonhazardous waste undertaken by the vendor or subcontractors under this Agreement. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule or regulation of the EPA, US Department of Transportation, the Texas Railroad Commission, the TCEQ or any other regulatory authority or agency.
- 4.6 Prepare the Generator's Waste Material Profile Sheet and any required manifests. These documents shall be complete and shall contain the necessary and appropriate signatures. The vendor shall sign as "generator" and the vendor or its subcontractor shall sign as "transporter" of the waste.
- 4.7 Notify the City in writing within 72 hours of receipt any new environmental violations, warning or fines.

5. TRAINED PERSONNEL:

- 5.1 Within thirty (30) days of the contract award, vendor shall confirm a schedule to train City personnel to properly categorize, segregate and package wastes to ensure the material meets applicable requirements for the transportation of wastes. This training shall also include spill remediation and unknown identification procedures. Vendor training of City personnel shall be conducted by qualified and/or certified vendor personnel and shall be held at a designated City facility.
- 5.2 Vendor shall provide employees trained to initiate immediate corrective action in the case of a spill or release during a scheduled HHW pick up date.
- 5.3 Vendor trained employees shall also serve as chemists and/or technicians and are referenced in Exhibit A.
- 5.4 Documentation of Vendor employee training must be submitted per Exhibit B.

6. LEGAL GENERATOR: The Vendor shall be considered the Legal Generator of all waste removed from the site pursuant to this Agreement. The vendor shall not delegate this responsibility to any subcontractor. Being considered legal generator of waste removed from the site includes, but is not limited to, the Vendor:

- 6.1 Being listed as the legal generator on block 3 of the Uniform Hazardous Waste Manifest for such wastes which are subject to manifesting under state or federal law.
- 6.2 Signing block 16 (Generator Certification) of the Hazardous Waste Manifest, where applicable, for any class waste transported from the site, certifying proper classification, packaging, labeling and shipping of the waste; and,
- 6.3 Signing the TCEQ-0757 form as the generator/representative for the vendor as the generator when the use of that form is required by law.

7. HANDLING AND SUPPLIES:

- 7.1 Any storage, transportation or disposal of hazardous or nonhazardous waste undertaken by the vendor or subcontractors under this Agreement shall comply with all applicable local, state or federal regulations and law. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule or regulation of the EPA, US Department of Transportation, the Texas Railroad Commission, the TCEQ or any other regulatory authority or agency.
- 7.2 The Vendor shall store wastes at its storage facility in compliance with the requirements of the hazardous waste rules, 30 Texas Administrative Code Chapter 335, and local fire codes and ordinances. The vendor shall continue to store the wastes at the storage facility, in accordance with these requirements until authorized to ship the wastes from the facility.
- 7.3 The Vendor shall treat or stabilize wastes, or perform laboratory analyses on unidentified or partially identified wastes. The vendor shall treat, stabilize and analyze the waste in compliance with the requirements of the hazardous waste rules, Title 30 Texas Administrative Code Chapter 335.
- 7.4 Within thirty (30) days of contract award, vendor shall conclude a site visit to the City Collection Facility and provide the City with an adequate number of drums, collection containers, spill control materials and required labels for packaging of HHW and to bulk latex and aerosol spray paint.

- 8. SCHEDULED PICKUP:** Nonconforming wastes (as listed on Exhibit D) will not be accepted during the scheduled pick up dates. The Vendor shall:
- 8.1** Provide a formal spill control plan that lists required materials and employees trained to initiate immediate corrective action in the case of a spill or release associated with the scheduled HHW pick up dates. The plan shall include the management and recovery of any unplanned spill or release of wastes into the environment. These trained employees shall also serve as chemists and/or technicians. Documentation of training must be submitted in accordance with Exhibit A and B.
 - 8.2** Provide adequate number of personnel on scheduled HHW pick up days (disposal chemists and/or technicians) who must have completed, at a minimum, 40-hour hazardous materials certification training and physically worked on three (3) chemical waste collection jobs (with references), to perform all segregation, inventorying, packaging bulking, manifesting and transportation activities for the collected wastes. Documentation and references for all personnel must be submitted in accordance with Exhibit A and B.
 - 8.3** Identify a Project Representative, as indicated in Exhibit K of this Agreement (Project Representatives).
 - 8.4** Provide all equipment necessary to properly unload, handle, weigh, identify unknowns or partially identified wastes, properly package, label, and transport all collected wastes.
 - 8.5** Provide all personal protective equipment required by all local, state and federal regulations for hazardous waste operations.
 - 8.6** Pick up for transport and disposal all HHW collected by the City.
- 9. DISPOSAL:** Vendor shall make and implement all arrangements needed for the proper disposal of the wastes received during the scheduled pick up dates, including the following:
- 9.1** The disposition of the wastes collected shall be by direct transportation from the collection site to a licensed TSD (Transportation, Storage and Disposal) facility authorized under the Resource Conservation and Recovery Act (RCRA), subject to approval by to the City's Project Representative. In addition, said disposal facility shall be free of any pending enforcement or compliance proceedings with the EPA, TCEQ, or other local and state regulatory agencies.
 - 9.2** If the wastes will be disposed of outside of the State of Texas, the Vendor shall list these facilities on Exhibit E to this Agreement. Any listed facilities are subject to approval by the City.
 - 9.3** Wastes that cannot be incinerated will be authorized for disposal at a permitted hazardous waste landfill.
 - 9.4** The EPA and TCEQ Identification Numbers for the collection activities shall be submitted per Exhibit F. These numbers will be used to identify and treat collected wastes.
- 10. CITY RESPONSIBILITIES:**
- 10.1** All collection events will be held at the City Recycling Center located at 310 Deepwood Drive in Round Rock, Texas.
 - 10.2** Conduct HHW collections independent of vendor.
 - 10.3** Categorize, segregate and package HHW.

10.4 Provide John Deere skid loader with fork lift attachment

10.5 Contact vendor when disposal is necessary. The scheduled pick up date will be determined as the amount of waste for disposal accumulates. The City will notify a minimum of seven to ten working days prior to pick up.

10.6 The City will sort out all nonhazardous waste, automotive products, latex paint, batteries, reusable pesticides, herbicides and other material received during the collection events.

10.7 The City will accept only residential quantities HHW from participants and will not accept nonconforming wastes during collection activities. Nonconforming wastes are listed in Exhibit D.

10.8 Identify a Representative who will be responsible for providing supervision and verification of all work performed under this Agreement.

11. COSTS:

11.1 All prices shall include: hazardous waste training, waste analyses, identification, characterization, packaging, transportation, storage, spill material, disposal, required reporting, labor, per diem, travel and all necessary equipment, supplies, and services.

11.2 Per container pricing shall be provided. These costs shall be all inclusive (packaging, containers, transport, disposal and identification).

11.3 Unit prices must be submitted for all required equipment and services listed on Attachment A: Bid Form. The City's Project Representative may require increases or decreases in the quantities of items designated with (*) during the collection program.

12. ORDER QUANTITY: The quantities shown in this RFQ are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy operating requirements, which may be more or less than indicated.

13. WARRANTY: Materials and services provided by vendor or subcontractors shall be warranted against defects in material and workmanship for a period of not less than 12 months beginning with the date such material or service was provided. If the manufacturer's standard warranty exceeds 12 months, then the manufacturer's standard warranty shall be in effect.

14. SERVICE REQUIREMENTS: Services shall be performed at:

**City of Round Rock Recycling Center
310 Deepwood Drive
Round Rock, TX 78664**

15. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- a. **Respondent'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.

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b. The City's designated representative shall be:

Tracy Herring
Environmental Service Supervisor
City of Round Rock – Environmental Services
2008 Enterprise Drive
Round Rock, TX 78664
(512) 218-5559
tracyh@roundrocktexas.gov

16. WORKFORCE: Successful Respondent shall:

- a.** Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- b.** Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- c.** Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

17. PERMITS: The Successful Respondent shall 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 herein.

PART III
SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	June 6, 2015
Site Visit – Optional	June 15, 2015 @ 10 AM, CST
Deadline for submission of questions	June 17, 2015 @ 5:00 PM, CST
City responses to questions or addendums	June 19, 2015 @ 5:00 PM, CST
Deadline for submission of responses	June 25, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by **June 17, 2015, at 5:00 p.m.**, CST on the due date noted above. A copy of all the 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 <http://www.roundrocktexas.gov/bids>

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **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, cancelations, 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. **SITE VISIT AND INSPECTION:** Respondent shall be responsible for conducting site visits and inspections of each site on their own to acquaint Respondent with the facilities, difficulties and/or restrictions inherent in the services specified.
- 3.1 It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections and site visit.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **June 25, 2015, at 3:00 p.m.**, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

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

- 4.1 Sealed responses shall be clearly marked on the outside of packaging "**DO NOT OPEN**" with the solicitation title (Household Hazardous Waste Collection and Disposal Services), solicitation number (IFB No. 15-028), due date, and time.
- 4.2 Facsimile or electronically transmitted responses are not acceptable.
- 4.3 Responses cannot be altered or amended after opening.
- 4.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 4.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

5. **BEST VALUE EVALUATION 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:
 - 5.1 Purchase price;
 - 5.2 Reputation of Respondent and of Respondent's goods and services;
 - 5.3 Quality of the Respondent's goods and services;
 - 5.4 The extent to which the goods and services meet the City's needs;
 - 5.5 Respondent's past performance with the City;
 - 5.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 5.7 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. This may include a presentation and/or the request for additional material/information to clarify.
6. **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>
7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 7.2 Provide City contact(s) information for implementation of agreement.
 - 7.3 Identify specific milestones, goals and strategies to meet objectives.
8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.

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PART IV
RESPONSE 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.

Respondents shall submit one (1) evident signed "Original" and two (2) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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 IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: Provide completed Bidders Questionnaire, which includes Contractor name, address, telephone/fax numbers, E-Mail, date, number of years providing grounds maintenance and mowing services, number of employees assigned to contract, and equipment list.

Attachment C: Provide completed Bidders Reference Sheet, which includes the name, address, telephone number and E-Mail of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment D: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

Exhibit A: Disposal Chemist Documentation

Exhibit B: Technicians Documents

Exhibit C: Inventory/Packing Forms

Exhibit D: Non-Conforming Wastes

Exhibit E: Commercial Hazard Waste and Solid Waste Management Facilities

Exhibit F: EPA and TCEQ Identification Numbers

Exhibit G: Comptroller of Public Certificate of Good Standing

Exhibit H: Release of All Claims

Exhibit I: List of Subcontractors

Exhibit J: Proof of Insurance

Exhibit K: Project Representatives

Exhibit L: Waste Management Detail

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

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The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at:

<http://www.roundrocktexas.gov/bids>

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** 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.
 - 1.1 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.
 - 1.2 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.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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, Terms and Conditions can be obtained from the City's website at: <http://www.roundrocktexas.gov/bids>
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

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Bidder(s) are to quote pricing for Household Hazardous Waste Collection and Disposal Services as follows:					
Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
10	Aerosols (paint lab pack)	3	55 gal		
11	Oil based paint in cans	15	Yard 3 Box		
12	Latex paint bulked in 55 gallon drums	25	55 gal		
13	Oxidizer Solid (lab pack)	2	30 gal		
14	Oxidizers Liquid (lab pack)	2	30 gal		
15	Amines (lab pack)	1	5 gal		
16	Isocyanates (lab pack)	1	5 gal		
17	Organic Peroxide (lab pack)	1	5 gal		
18	Reactives such as calcium carbide, zinc powder, sodium metal (lab pack)	1	5 gal		
19	Mercury debris (lab pack)	1	5 gal		
20	PCB Ballasts/Capacitors	1	30 gal		
21	Non-PCB Ballasts/Capacitors	3	30 gal		
22	Crushed/broken fluorescent lamps	8	55 gal		
23	Oil-contaminated soil/absorbent	3	55 gal		
24	Alkaline batteries	20	30 gal		
<p>* NOTE: The above pricing is to include all waste transportation, identification, disposal, packaging charges, drums, containers, absorbent, and spill materials.</p>					
<p>** NOTE: Bidder(s) to submit unit pricing for hazardous materials training and number of field personnel per pick up event for line item #25 and #26 as outlined below:</p>					

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Bidder(s) to submit a unit price per person for hazardous materials training referenced below for line item #25.

	John Deer - Skid loader with fork lift attachment, drum dolly	PROVIDED BY CITY OF ROUND ROCK			
Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
25	Hazardous Materials Training for City Staff	8	Per person		

Bidder(s) to specify the number of field personnel required for each pick up event are to submit a per hour price as referenced below for line item #26.

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
26	Number of Field Personnel _____ Per pick up event	1	Per Hour		

ACKNOWLEDGEMENTS

By the signature hereon affixed, 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. Further, by signing and submitting this response the Respondent acknowledges:

- That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.
- The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part III, #9 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

Yes

No

Response shall include one (1) signed original and two (2) copies of response.

Printed Name

Authorized Signature

Date

Failure to sign response will disqualify response.

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**ATTACHMENT B:
RESPONDENT'S QUESTIONNAIRE**

Any and all firms considering the household hazardous waste collection and disposal services contract, must complete and submit the information requested below.

NOTE: This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.

CONTRACTOR NAME _____

PHYSICAL ADDRESS OF EQUIPMENT _____

TELEPHONE _____ FAX _____

EMAIL _____ DATE _____

State the number of years your firm has provided household hazardous waste disposal services _____ / years.

State the number of employees who will be designated to work on this contract: _____

Develop a plan of action for assignment of your crew. List the man-hours needed to perform the contract Requirements for each crew member.

A. EQUIPMENT LIST (List all equipment you plan to dedicate to this project(s):

Note: Attach a separate sheet if necessary. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.

**ATTACHMENT C:
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number: () _____

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number: () _____

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number: () _____

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**ATTACHMENT D:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

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EXHIBIT A
DISPOSAL CHEMIST DOCUMENTATION
(To be provided by the vendor)

Vendor Signature

Date

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EXHIBIT B
TECHNICIANS DOCUMENTATION
(To be provided by the vendor)

Vendor Signature Date

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EXHIBIT C
INVENTORY/PACKING FORMS
(To be provided by the vendor)

Vendor Signature Date

EXHIBIT D
NON-CONFORMING WASTES

The following products and wastes shall not be accepted at the collection event.

1. Explosive or potentially shock sensitive materials.
2. Herbicides containing 2,4,5-T and Silvex
3. Fertilizers and Nutrients that are neither hazardous nor contain pesticide admixtures.
4. Products containing Pentachlorophenol.
5. Biological, etiologic, infectious materials and medical wastes.
6. Radioactive materials.
7. Any other wastes which the Project Representatives deem unacceptable.

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EXHIBIT E
COMMERCIAL HAZARDOUS WASTE AND SOLID WASTE MANAGEMENT FACILITIES
Inside and Outside the State of Texas
(To be provided by the vendor)

Vendor Signature Date

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EXHIBIT F
EPA AND TCEQ IDENTIFICATION NUMBERS
(To be provided by the vendor)

Vendor Signature Date

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EXHIBIT G
COMPTROLLER OF PUBLIC ACCOUNTS
CERTIFICATE OF GOOD STANDING
(To be provided by the vendor)

Vendor Signature

Date

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EXHIBIT H
RELEASE OF ALL CLAIMS
(To be provided by the vendor)

Vendor Signature

Date

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EXHIBIT I
LIST OF SUBCONTRACTORS
(To be provided by the vendor)

Vendor Signature Date

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EXHIBIT J
PROOF OF INSURANCE
(To be provided by the vendor)

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EXHIBIT K
PROJECT REPRESENTATIVES
(To be provided by the City and vendor)

(a) The City of Round Rock hereby designates the individual named below as the person authorized to give direction to the Vendor as a Project Representative of the City of Round Rock:

Tracy L. Herring
City of Round Rock
2008 Enterprise Drive
Round Rock, TX 78664
Telephone No. (512) 218-5559
Fax No. (512) 341-3316
Email: tracyh@roundrocktexas.gov

(b) The CONTRACTOR hereby designates the individual named below as the person authorized to receive direction from the City of Round Rock, to manage the work being performed, and to act on behalf of the CONTRACTOR as a Project Representative:

(c) The CONTRACTOR designates the following location for record access and review pursuant to Article 17 of the Agreement or any other applicable provision:

Vendor Signature

Date

