



**REQUEST FOR PROPOSAL (RFP) #20-4072
CONTRACT FOR OPERATION OF COLLECTION STATIONS
GUADALUPE COUNTY
AUGUST 27, 2019**

PROPOSALS DUE: WEDNESDAY, SEPTEMBER 18, 2019 at 2:00PM CST.

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks Competitive Sealed Proposals in response to this Request for Proposal (RFP) for Operation of Collection Stations.

Competitive Sealed Proposals must be submitted with **one (1) original, one (1) copy, and one (1) electronic copy of the entire Proposal on a flash drive.**

IMPORTANT DATES:

PRE-PROPOSAL Meeting 2:00 p.m. on Wednesday September 11, 2019. Meeting will be in the Guadalupe County Purchasing Office located at 212 West Nolte Street, Seguin, TX 78155.

PROPOSAL DUE DATE and TIME: Proposals are due by 2:00 p.m. on Wednesday September 18, 2019.

Proposals must be delivered by mail, express mail, or in person to:

Mailing Address:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155

All Proposals must be in a sealed envelope clearly marked with the name of the Company, Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

All questions and correspondence must be directed to the Purchasing Agent – Guadalupe County and submitted in writing via email to purchasing@co.guadalupe.tx.us.

Respondents shall restrict all contact with the County and direct all questions, in writing, via email, regarding this RFP, to the County's Purchasing Agent. Do not contact members of the Commissioners' Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this RFP. Contact with any county employees regarding this RFP, after issuance of the RFP and before selection is made, will result in disqualification.

GUADALUPE COUNTY

Enclosed for your consideration is the RFP with all attachments. To be considered for this purchase, your firm must meet the qualifications and satisfy the requirements set forth in the RFP.

Proposer shall sign and date the Proposal as requested on each page. Proposals which are not signed and dated in this manner may be rejected.

Please note that all Proposals must **be received at the designated location by the deadline shown**. Proposals received after the deadline will **not be considered** for the award of the contract and shall be considered void and "Non-Responsive" in accordance with state law.

Guadalupe County is very conscious and extremely appreciative of the time and effort you have expended to submit a Proposal. If your response to this RFP is a "No Proposal" response, submit a "Statement of No Proposal" stating your reason and any requirement of this RFP which may have influenced your decision.

Any interpretation of the RFP will be made only by RFP Amendment and or Addendum duly issued by the Purchasing Office. Guadalupe County reserves the right to accept or reject any or all Proposals as it deems in its best interest and to waive any formalities.

It is the Proposers responsibility to verify the issuance of Addenda in regard to this Proposal. All Addenda shall be made available to all known Proposers and shall be posted on the Guadalupe County Purchasing Website at:

<http://www.co.guadalupe.tx.us/purchasing/RFP.php>.

Guadalupe County shall not be responsible for failed internet connections or power interruptions.

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1. INTRODUCTION

1.1 General Information

1.1.1 Guadalupe County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

1.1.2 Guadalupe County, which serves an area of 715 square miles, is located approximately one hundred miles inland from the Gulf of Mexico in south central Texas and is bounded by Comal, Hays, Caldwell, Gonzales, Wilson, and Bexar Counties. The population of the County has steadily grown from 64,873 in 1990 to 131,533 in 2010, with the U.S. Census Bureau estimating the County's current population at 155,265.

1.1.3 Inquiries/Questions concerning this Request for Proposal (RFP) must be submitted in writing via email no later than **Wednesday, September 11, 2019 at 5:00 p.m. (Central Standard Time)**. All inquiries must be directed to the Purchasing Agent at:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155
purchasing@co.guadalupe.tx.us

Note: It is the responsibility of the person submitting the inquiry to verify that the Purchasing Department has received inquiry.

1.1.4 Deadline for submitting Proposals is Wednesday, September 18, 2019, 2:00 p.m. (Central Standard Time). NOTE: The Time-Date Stamp Clock located in the Guadalupe County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of Proposals. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

1.1.5 Submittals: One original (1), one (1) copy and one (1) electronic copy of the entire PROPOSAL on a flash drive must be submitted in a sealed envelope clearly labeled with the Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

1.1.6 Acceptance - All RFP's must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.

1.1.7 Late RFP - will not be considered. Each Proposer shall be solely responsible for ensuring that the County receives the Proposal within the time limit indicated.

1.1.8 Non-appropriation - The County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-

appropriation, the County shall give the successful Proposer written notice of cancellation and the County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

1.1.9 Costs – Costs related to preparation of a response shall be the responsibility of the Proposer. There is no expressed or implied obligation for Guadalupe County to reimburse Proposers for any expense incurred in preparing a Proposal in response to this RFP and Guadalupe County will not reimburse Proposers for these expenses.

1.1.10 Ownership of Proposal – Each Proposal shall become the property of Guadalupe County upon submittal and will not be returned to Proposers.

1.1.11 Right of Rejection - Guadalupe County reserves the right to reject any or all Proposals and to waive any informality in Proposals received.

1.1.12 Clarification or Additional Information Requested - During the evaluation process, Guadalupe County reserves the right, where it may serve Guadalupe County's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of Guadalupe County, firms submitting a Proposal may be requested to make oral presentations as part of the evaluation process.

1.1.13 Right of Retention - Guadalupe County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected, provided that the information was not marked as "Proprietary and or (Confidential)". Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between Guadalupe County and the firm selected.

1.1.14 Award of Contract - it is anticipated that Guadalupe County Commissioners Court will award the contract for the Operation of the Collection Stations as a one-year contract with four one-year optional extensions with mutual consent. If you propose a different contract structure time frame, you must note that as an exception in your proposal.

1.2 General Contract Terms and Conditions

The parties, Guadalupe County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," "Proposer",), hereby agree upon the following terms and conditions.

1.2.1 Contract - This Proposal, submitted documents and any negotiations, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful Proposer and Guadalupe County. No different or additional terms will become a part of this contract with the exception of a Change Order.

1.2.2 Conflict of Interest - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

1.2.3 Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ) - Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

1.2.4 Equal Opportunity – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

1.2.5 Confidentiality - All information disclosed by Guadalupe County to the successful Proposer for the purpose of the work to be performed or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

1.2.6 Proprietary Information and Texas Public Information Act – All material submitted to the County as part of the RFP shall become public property and subject to the Texas Public Information Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the Proposal, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.

1.2.7 Addenda - Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this Request for Proposal, Proposer shall acknowledge receipt of all addenda with Proposal submission.

1.2.8 Change Orders - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Commissioners Court.

1.2.9 Incorporation of Exhibits, Appendices and Attachments – All of the exhibits, appendices and attachments referred to herein are incorporated by reference as if set forth verbatim herein.

1.2.10 Assignment - The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Guadalupe County Commissioners.

1.2.11 Venue - This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Guadalupe County, Texas.

1.2.12 Compliance with Laws – Guadalupe County and successful Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Proposer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above as specified.

1.2.13 IRS Form W-9 Request for Tax Payer Identification Number and Certification:

The IRS W-9 Form must be completed, signed and returned with the Proposal response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this Proposal.

1.2.14 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be submitted to the County as part of your Proposal.

Information regarding how to complete the online form is available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.2.15 Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter

2270.001, Definitions:

1. "Boycott Israel" has the meaning assigned by Section 808.001.
2. "Company" has the meaning assigned by Section 808.001.
3. "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

1.2.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

1.2.17 Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a Company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

1.2.18 Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

1.2.19 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Guadalupe County.

- All insurance policies shall be furnished to Guadalupe County upon request.

The County requires that the Proposer awarded the contract maintain in force such insurance that will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

1.2.20 INSURANCE AND LIABILITY:

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

1. Name Guadalupe County as additional insured, as its interests may appear.
2. Provide County a waiver of subrogation.
3. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
4. Provide the County a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Guadalupe County.**
5. Submit an original certificate of insurance reflecting coverage as follows:

Professional liability	Not Required
Automobile Liability:	\$1,000,000
Bodily Injury (Each person)	\$1,000,000
Bodily Injury (Each accident)	\$1,000,000
Property Damage	\$1,000,000
General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Excess Liability:	
Umbrella Form	\$1,000,000
Worker's Compensation:	Statutory (\$500,000)

1.2.21 Indemnification - Successful Proposer shall defend, indemnify and hold harmless Guadalupe County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property on account of, arising out of, or in

connection with the performance of the work or any negligent act or omission or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against Guadalupe County growing out of such injury or damages.

1.2.22 Termination of Contract - This contract shall remain in effect until contract expires, completion and acceptance of services or default. Guadalupe County reserves the right to terminate the contract immediately in the event the successful Proposer fails to:

Meet delivery or completion schedules, or otherwise perform in accordance with the accepted Proposal.

Breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

Either party may terminate this contract with ninety (90) days written notice prior to either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to: Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

1.2.23 Performance of Contract - Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

1.2.24 Invoices - Invoices shall be sent directly to the Guadalupe County Auditor's Office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. The invoices shall show:

- Firm name and address
- Purchase Order Number
- Name of receiving department
- Detailed breakdown of all charges for the services delivered, stating the applicable period of time
- Signature of County employee accepting delivery

1.2.25 Payment - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Payment requests must be submitted in accordance with the contracted payment schedule.

1.3 Award

1.3.1 CONTRACT PERIOD - This initial contract is planned for a one-year period and may be extended for four one-year periods for a total of five (5) years with the approval of the Commissioners Court. If the extensions are exercised, it would be under the same terms and conditions as the first contract period, unless contract is amended by written agreement of both parties. If you propose a different contract structure time frame, you must note that as an exception in your proposal.

Note - The Proposer will be required to follow Federal / State tax laws; Federal / State minimum wage laws; Federal / State unemployment taxes; and FICA - and / or Insurance coverage rates.

1.3.2 LOCAL PREFERENCE- In accordance with Local Government Code §271.905, if a local government receives one or more proposals from a Proposer whose principle place of business is in the County and whose Proposal is within three percent of the lowest Proposal price received by the County from a Proposer who is not a resident of the County, the County may enter into a contract with: (1) the lowest Proposer; or (2) the Proposer whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local Proposer offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all proposals.

1.3.3 FIRM PRICING- All of the items listed are to be on a “per unit” basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the contract per the Proposal document. Proposer shall be obligated to provide the services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

Note Any proposed or future cost increases must be justified in writing and approved by the Commissioner’s Court prior to amending the contract.

1.3.4 AVAILABILITY- It is expressly understood and agreed that in case Guadalupe County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract

1.3.5 LOCATIONS- The County has three locations for potential Collection Stations:

- Kingsbury location is at the corner of FM 2438 and County Road 204 (Old Seguin-Luling Road)
- Marion location is at the corner of Vernell Street and State Highway 78 on the east side of Marion
- Seguin location is at the southern portion of Guadalupe County on Highway 467, one tenth (1/10) mile east of Highway 46 on the south side of FM 467

See Attachment “J” for maps showing location of Seguin, Kingsbury, and Marion sites.

1.3.6 EVALUATION CRITERIA- Criteria utilized by Guadalupe County for determining the best value Proposer includes, but is not limited to:

- 1) Ability to provide services that you propose
- 2) Pricing of the services you propose
- 3) Trash and disposal fees charged to the Citizens of Guadalupe County at the Collection Station
- 4) Ability to provide Data Collection and reporting of the data for Services that you are proposing
- 5) Ability to provide timely services in quick/responsive manner that meets County needs

6) Experience of vendor with similar waste collection programs within the last five (5) years

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

1.3.8 CONTRACT ADMINISTRATION- Under this contract, the Road & Bridge Administrator, Guadalupe County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful Proposer.

1.3.9 Inter-local Participation - It is hereby made a precondition of any Proposal/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any Proposal/offer in response to this request constitutes a Proposal/offer made under the same conditions, for the same price, and for the same effective period as this Proposal/offer, to any other governmental entity having or entering into an inter-local agreement with Guadalupe County.

II. SCOPE OF WORK

1.4 Guadalupe County is requesting Sealed Proposals for **Operations of the Citizens' Collection Stations**. By submitting a Proposal, Vendor hereby agrees to all of the terms and provisions of the Proposal specifications, and to all terms and provisions of the contract. (A copy of the contract is hereto attached.)

1.4.1 PREVIOUS ESTIMATED USAGE

*The following table shows the previous approximate **monthly** usage per station:*

Disposal Location	Seguin	Kingsbury	Marion
	Average Hauls per Month (40 yd.)	Average Hauls per Month (40 yd.)	Average Hauls per Month (40 yd.)
Household Waste	15	12	22
Recycling	3	4	4
Tire Recycling	1	1	1
Metals Recycling	1	1	2

1.4.2 The County will accept proposals that include a complete turnkey solution to operate the Collection Station(s) or any portion of those services all the way down to "per ton" cost for disposal services. The number of containers and equipment at each site will be the responsibility of the selected vendor and shall consist of adequate amount of containers/equipment to meet the daily requirements of each site.

1.4.3 The Vendor shall agree to provide all necessary personnel, as reasonably required, for the performance of its obligations under this contract to the full satisfaction of the County. It shall be the Vendor's responsibility to see that all its employees working under this contract are competent, can communicate clearly with County staff and site customers, use discretion, and maintain a polite courteous relationship with the general public at all times. Employees who fail to conform to these standards shall be removed from the site and a replacement provided upon the written order of the Road and Bridge Contract Administrator. The Vendor shall use hiring and employment practices which are in full accordance with Federal, State, and local employment labor and laws, rules, guidelines, and practices.

1.4.4 The Vendor shall be responsible for costs associated with the services in your proposal.

1.4.5 The Vendor shall, at the Vendor's expense, be responsible for maintaining and / or replacing any equipment that the vendor has been contracted to provide.

1.4.6 The Vendor will provide the equipment and services that the vendor has proposed that will meet the County's operations schedule for the Collection Station(s).

1.4.7 Proposers should submit proposals that will meet the County's needs for operations of one collection station or multiple collection stations. Each collection station will be operated as determined by Commissioner's Court. The Commissioner Court will choose the options that best meet the needs of the County.

1.4.8 The Vendor shall operate equipment and services stated in their proposal at each of the facilities in compliance with the laws of the Federal Government and the State of Texas and / or the rules, regulations and standards established or to be established by the Federal Government and the Texas Water Commission to include the TACB (Texas Air Control Board) and TCEQ (Texas Commission on Environmental Quality) and all other regulatory board or commissions as appropriate.

1.4.9 RATES CHARGED TO THE COUNTY BY THE VENDOR

Proposals should include itemized costs for operations for the first year. For the first year, no increase in Proposal price shall be allowed. The Vendor shall not pass through or charge the County for any fines or penalties assessed to the Vendor by any government regulatory agency.

1.4.10 COUNTY DISPOSAL OF WASTE (FROM RIGHT OF WAYS)

The County' Road and Bridge Department routinely removes waste solely from County's own right of ways (no private property) and disposes at a collection station. All Proposals will include the cost of disposal of waste by the County. There will not be an additional charge to the County, by the Vendor, for the County's normal disposal needs at the Collection Stations. Items typically disposed of by the County at the Collection Stations are tires, furniture, household goods, trash, and other miscellaneous waste.

1.4.11 FEES CHARGED TO CITIZENS

The attached Schedule "A" shows the previous fees at which the citizens of the County were being charged for the services provided at the Collection Stations. Any changes that affect the Citizens' fees must be reviewed and approved by the Commissioners Court. All fees must be approved in Commissioners Court and be included in the Court Minutes.

1.4.12 FEE SCHEDULE SHALL BE POSTED

The Citizens' fees shall be posted on a sign outside at each Collection Station site. The sign on which the fees shall be posted must be a minimum size of 4' x 8'. The lettering on the sign must be a large enough font to be clearly visible to the public from 20 feet away.

1.4.13 EMERGENCY DISASTER COOPERATION

The Vendor will assist the County in the event of a disaster with debris removal. The Vendor will charge pre-disaster reasonable and customary rates for the disposal of such debris.

1.4.14 CONTRACT PERFORMANCE

The contract will cover performance of labor for the County on County-owned / -leased premises; therefore, the Vendor agrees to indemnify and protect the County against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of this contract.

1.4.15 APPEARANCE OF COLLECTION STATIONS

Vendor is required to keep the stations in a clean and presentable manner. The area must be kept free of “non-contained” trash on a daily basis.

1.4.16 RESPONSIBILITIES OF THE COUNTY

The County shall provide the sites for the citizens' collection stations, said sites shall include, pads of sufficient size and strength for the compaction equipment, *minimum single phase electrical power*, proper drainage to avoid ponding water and sufficient roadways in and around the site for accessibility of residents and Vendor’s equipment during all weather conditions. The County shall be responsible to make any improvements or modifications to the site as may be required by changes in laws or ordinances or in consideration of standards established by the Texas Water Commission or other regulatory body.

1.4.17 FORCE MAJURE

Neither party shall be responsible for delays caused by “Acts of God”, non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

1.4.18 DESIGNATED COUNTY HOLIDAYS

No collection is required on designated holidays. As an example, below is the approved holiday schedule for 2019. Future schedules are expected to be similar.

January 1	New Year’s Days
January 21	Martin Luther King Day
February 18	President’s Day
April 19	Good Friday
May 27	Memorial Day
July 4	Independence Day
September 2	Labor Day
October 11	Fair Day
November 11	Veteran's Day

November 28, 29	Thanksgiving Days
December 24, 25	Christmas Days
December 31	New Year's Eve

1.4.19 DEFINITIONS: The following definitions shall apply with respect to this contract:

- A. **Bags:** Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag shall not exceed 35 lbs.
- B. **Brush:** Vegetation, shrubs, and tree limbs, this does not include tree trunks or stumps.
- C. **Bulky Materials:** Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, hazardous waste or stable matter with weights or volumes greater than those allowed for containers.
- D. **Bundle:** Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length and 35 lbs. in weight.
- E. **Citizens' Collection Station:** A facility established by a county for the convenience and exclusive use of residents (not commercial or industrial users). The facility may consist of one or more storage containers, bins, or trailers.
- F. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- G. **Container:** A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the containers by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 35 pounds.
- H. **Dead Animals:** Animals or portions thereof equal to or greater than 20 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- I. **Disposal Site:** A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing / separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- J. **Garbage:** Every accumulation of waste (animal, vegetable and / or other matter) that results from packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, or Stable Matter.

- K. Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or state law.
- L. Proof of Residency: A current utility bill (water, electric or telephone) showing a physical address located within the corporate limits of the County.
- M. Producer: An occupant of a Residential Unit who generates refuse.
- N. Residential Refuse: All garbage and rubbish generated by a producer at a residential unit.
- O. Residential Unit: A dwelling within the corporate limits of the County.
- P. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definitions of Bulky Materials, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- Q. Solid Waste: Shall refer to materials which can be legally accepted for disposal without special permitting or manifests at a State of Texas Type I sanitary landfill, specifically excluding hazardous waste or non-hazardous special wastes as such terms are defined in the applicable State and Federal regulations.
- R. Stable Matter: All manure and other waste matter normally accumulated in or above a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- S. Tires: Discarded rubber or synthetic rubber tires, with or without the rim, used by or manufactured for vehicles with an inside wheel diameter of up to twenty (20) inches or less to include passenger car/pickup; truck tires (large truck/18 wheelers); farm tractor tires (no heavy equipment tires).
- T. Commercial and Industrial Unit: All premises, locations, or entities, public or private, requiring refuse collection within the corporate limits of the County, not a Residential Unit.

1.5 OPERATING CONDITIONS

The individual or firm submitting the proposal (hereinafter referred to as "Vendor ") agrees to the following:

1.5.1 OPERATIONS

The intent is to operate residential waste collection and disposal services within Guadalupe County. The services include the collection and disposal of residential garbage, trash, brush, and other items intended to be discarded, including household appliances, (hereinafter called "solid waste"). **THE COLLECTION STATIONS WILL BE FOR COUNTY RESIDENTIAL USE ONLY (NO COMMERCIAL BUSINESSES).**

1.5.2 DISPOSAL OF GARBAGE AND REFUSE

Vendor shall have the responsibility of the disposal of all solid waste collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and / or the rules, regulations and standards established or to be established by the Federal Government and the Texas Water Commission, to include the Texas Air Control Board. Upon removal of solid waste, any overflow or residue of waste shall be picked up and removed.

1.5.3 DEAD ANIMALS

The Vendor shall not be responsible for collection or disposal of dead animals. See definitions.

1.5.4 STABLE MATERIALS

The Vendor shall not be responsible for collection or disposal of stable materials. See definitions.

1.5.5 LANDFILL USE

The Vendor shall be responsible for providing a properly permitted landfill at a site selected by the Vendor and Vendor shall pay all landfill fees for solid waste hauled by the Vendor.

1.5.6 LICENSES/PERMITS

The Vendor shall obtain all licenses and permits as required by TCEQ, City, and or State necessary to perform the services required of Vendor by this Contract.

1.5.7 VENDOR'S EQUIPMENT AND VEHICLES

The Vendor shall maintain and operate the vendor's collection system and equipment in order to render competent and efficient service subject to the terms of this Contract. All equipment, including compaction equipment, motor vehicles, and trucks necessary for the performance of this contract shall, at the beginning of the period, be in good condition and repair. All vehicles shall be painted and numbered and shall have Vendor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of 50 feet. All vehicles and compaction equipment shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. Vendor shall furnish the County with a list of the type, model, and age of the equipment to be utilized for servicing the citizens' collection stations.

1.5.8 EQUIPMENT SAFETY

The Vendor shall provide, install, and maintain the equipment required to provide the services requested in this Request for Proposal. All equipment shall meet current safety standards (including necessary signs, guards and controls) to insure a safe working environment for vendor employees and customers visiting the sites. This includes:

- Assuring that the installation of equipment is in conformance with local codes and ordinances.
- Maintaining the design specifications recommended by the manufacturer.

- Providing guard railings for dock ramps in accordance with American National Standard Safety Requirements for Floor and Wall Openings, Railings, and Toe Boards, A12.1-1973. These shall be located around the charging chamber opening if walk-on ramps are used to deposit refuse into the compactor shall be capable of withstanding more than the manufacturer's designed maximum force exerted by the ram on the refuse in the container.
- Each control shall be conspicuously labeled as to its function.
- Operating controls shall be designed and located to prevent unintentional activation.
- Emergency stop controls shall be readily accessible to the operator.
- A locking device shall be provided on operating controls to prevent unauthorized operation.
- All safety signs shall be color coded in compliance with American National Standard Safety Color Code for Marking Physical Hazards, 253.1 (current edition). In addition, American National Standard Specifications for Accident Prevention Signs, 235.1 (current edition), should be consulted.

SCHEDULE A

Just as an example, the fees listed below were the previous fees at which the citizens of Guadalupe County were being charged for the services provided at the Collection Stations.

THE COLLECTION STATIONS WILL BE FOR COUNTY RESIDENTIAL USE ONLY (NO COMMERCIAL BUSINESSES).

COMMODITY**FEE**

Thirty (30) Gallon Trash Bags	\$1.25 cents each
Thirty (30) Gallon Trash Cans (no burn barrels)	\$1.25 cents each
Fifty-five (55) Gallon Trash Drums (no liquid/ash/burn barrels)	\$3.00 each
Loose trash / bundled brush (must be tarped or bundled)	\$7.50 per cubic yard
Bulky Materials	\$10.50 each unit
<i>(if required CFS (Freon) must be removed and certificate presented prior to acceptance)</i>	
Residential Roofing Materials	\$25.00 per cubic yard
Residential Construction debris	\$20.00 per cubic yard
Scrap metal	\$9.00 per cubic yard
Tires are charged by size:	
Passenger Car/Pickup (up to 16.5"):	\$2.50 each
Truck Tires (Large Truck/18 wheelers):	\$15.00 each
Farm Tractor Tires - (No heavy equipment tires!)	\$25.00 each
Recyclable Items:	
(cardboard, newspaper, aluminum, glass, plastic)	No charge

NO HAZARDOUS WASTE IS PERMITTED AT THESE SITES.

THE COLLECTION STATIONS WILL BE FOR COUNTY RESIDENTIAL USE ONLY (NO COMMERCIAL BUSINESSES).

**ATTACHMENT A: RFP# 20-4072 OPERATION OF COLLECTION STATIONS
PROPOSER CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

TELEPHONE NUMBER

E-MAIL ADDRESS

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this RFP package. The undersigned agrees this Proposal becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied him/her of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Proposal.

The undersigned agrees if this Proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period for acceptance of this RFP will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Guadalupe County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Guadalupe County prior to the official Proposal opening.

By signing this Proposal, Proposer guarantees, I do hereby declare that I have read the RFP in which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the RFP.

SIGNATURE

DATE

Typewritten or Printed Name

Title

***This page must be page 1 of the Proposal, or the Proposal may be rejected.**

ATTACHMENT B:**PROPOSAL SUBMISSION FORMAT**

On additional pages, provide your company's "APPROACH" to running the Collection Station(s). You must clearly document any exceptions to the requirements in this RFP, and address each item listed below and in the following Tab sequence:

- **Tab A: Collection Station Services you will provide and the costs for those services (to include the "per ton" cost for disposal services)**
- **Tab B: Recommended locations of Collection Station(s), day(s) of operation, and hours of operation**
- **Tab C: Type and quantity of equipment and associated pricing that you recommend at each collection station. You must provide an itemized list by location: Seguin, Kingsbury, and Marion.**
- **Tab D: Proposals for other collection events: collection of recycling (aluminum, cardboard, glass, paper, plastic), household hazardous waste (cleaning chemical, paints), electronics recycling (TV, computer), bulky goods recycling (appliances, furniture), or other events**
- **Tab E: Any other pertinent services that would create value for the citizens and Guadalupe County**

ATTACHMENT C:

CONTRACT

The undersigned agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The County reserves the right to accept or reject any RFP submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the Proposer to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying Proposal sheets. Further, the undersigned affirms and represents that this Proposal has not been prepared in collusion with any other Proposer, and that the contents of this Proposal have not been communicated to any other Proposer prior to the official opening of this Proposal.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Proposal: _____
Date

Printed Name and Title of Signer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone No.: _____

The Commissioners Court of Guadalupe County, Texas does hereby agree to Manage and Operate the County's Collection Sites as specified in this RFP, in accordance with the requirements set forth in the Proposal specifications.

PASSED THIS _____ DAY OF _____, 2019.

APPROVED:

ATTEST:

KYLE KUTSCHER, COUNTY JUDGE

TERESA KIEL, COUNTY CLERK

ATTACHMENT D:**DISCLOSURE REQUIREMENTS**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers.

An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

A list of County officials is located at www.co.guadalupe.tx.us.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Complete a CIQ form and submit with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

ATTACHMENT E:

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this Proposal, the undersigned certifies that:

- 1. Neither the Proposer nor any of Proposer’s officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any Proposer, and further states that no such money or other reward will be hereinafter paid.
- 2. No attempt has been or will be made by this Company’s officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between Proposal submission date and award by Guadalupe County.
- 3. No officer or stockholder of the Proposer is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

- 4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

ATTACHMENT F:**INDEMNITY AGREEMENT**

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Proposal, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

ATTACHMENT G:

SWORN VERIFICATION OF STATEMENT REGARDING:

ISRAEL BOYCOTT

AND

PROHIBITION ON CONTRACTING WITH A COMPANY

DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Proposal. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

ATTACHMENT H: W-9 REQUEST FOR TAXPAYER IDENTIFICATION

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Form fields 1-7: Name, Business name, Tax classification, Exemptions, Address, City/state/ZIP, List account number(s).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding.

Social security number and Employer identification number input boxes.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number... 2. I am not subject to backup withholding... 3. I am a U.S. citizen or other U.S. person... 4. The FATCA code(s) entered on this form...

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
Form 1099-S (proceeds from real estate transactions)
Form 1099-K (merchant card and third party network transactions)
Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
Form 1099-C (canceled debt)
Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT I: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

At the time of submission of the solicitation to the County, the Business Entity must submit the completed Form 1295 with the Certification of Filing with their Proposal/Proposal (i.e.: Proposal, RFP, rfq, soq, etc.) to the County.

ATTACHMENT J: MAPS OF COLLECTION SITES





